

City Council Agenda



FEBRUARY 28, 2012

7:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

Council Members
William DeHart, Jr.
Forrest White
Amy Bublak
Mary Jackson
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 agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

1. **A. CALL TO ORDER**
 - B. SALUTE TO THE FLAG**

2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**
 - A. Proclamation: Go Green Week, March 5 – 9, 2012
 - B. Proclamation: Lemonade Day, May 19, 2012
 - C. Appointment: Successor Agency Oversight Board General
 - D. Appointment: Successor Agency Oversight Board former RDA Employee

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. Avena Bella (*Pitt*)
2. Police Records Department Counter Hours (*Jackson*)

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. 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 1/26/12 in the amount of \$2,782,179.26; Demands of 2/2/12 in the amount of \$638,801.40
- B. Motion: Accepting Minutes of Special Meeting of January 12, 2012; Minutes of Regular Meeting of February 14, 2012
- C. Motion: Awarding bid and approving an agreement in the amount of \$192,666.35 (Fund 420) with Peterson Excavation of Tuolumne, California, for City Project 10-24, "Well No. 40 Sitework"
- D.
 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
- E. Motion: Reaffirming the emergency declaration of the City Manager that there is a need to pursue the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility without compliance with the formal competitive bidding procedure for City Project No. 12-24, "TRWQCF Emergency Hot Water Circulation Piping Replacement"
- F.
 1. Motion: Approving Contract Change Order No. 5 (Final) in the amount of \$180,853 (Fund 305) for City Project No. 0704, "Carnegie Facility Reconstruction," bringing the contract total to \$5,337,315
 2. Motion: Accepting improvements for City Project No. 0704, "Carnegie Facility Reconstruction," and authorizing the City Engineer to file a Notice of Completion
 3. Motion: Approving Amendment No. 3 to the Agreement with WMB Architects (City Contract No. 08-511) increasing the total compensation under the contract by \$15,690 for additional design and project administration services

- G. Motion: Awarding bid and approving an agreement in the amount of \$482,602.60 (Fund 306) with Floyd Johnston Construction Co., Inc., of Clovis, California, for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"
- H. Resolution: Rescinding Resolution No. 68-42 and adopting a new policy authorizing the City Clerk to sign documents conveying interest in real estate to the City of Turlock for public use
- I. Resolution: Appropriating \$124,344 to account number 302-40-420.51200 "EECBG Grant Expenses" funded by an increase of revenue of \$124,344 in account number 302-40-420-34302 "EECBG Grant Revenue" for City Project No. 10-30, "Streetlight Induction Lamp Replacement/Retrofit Project"
- J. Resolution: Appropriating \$25,000 to account number 410-51-531.44001_000 "Supplies General" from Fund 410 "Water Quality Control" reserve balance for the purchase of sewer distribution and service materials
- K. Resolution: Authorizing the filling of one (1) vacant Wastewater Plant Operator II position within the Municipal Services Division through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed
- L. Resolution: Authorizing the Purchasing Officer to dispose of surplus property by any means determined to be in the best interest of the City
- M. Motion: Approving the Lease Agreement for nine (9) new Kyocera multifunctional copiers for various City offices through the Association of Education of Purchasing Agencies (AEPA) Contract No. AEPA009.D from Kyocera Mita American, Inc., as the lesser and the maintenance through MoCal Office of Modesto, at a monthly cost of \$563 for a period of sixty-three (63) months for a total of \$35,469, without compliance to the formal bid process
- N. Motion: Approving the Memorandum of Understanding between the City of Turlock and the Turlock National Little League for the use of Pedretti Park for youth baseball programs within the community
- O. Motion: Approving the Memorandum of Understanding between the City of Turlock and Stanislaus Men's Senior Baseball League for the use of Pedretti Park for adult baseball programs with the community
- P. Motion: Approving the Memorandum of Understanding between the City of Turlock and the Turlock American Little League for the use of Pedretti Park for youth baseball programs with the community

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:**

- A. Request to supersede Resolution No. 2009-023 and adopt the amended schedule of maximum fees and charges for tow cars and towing services for the Turlock Police Department tow rotation list, pursuant to Turlock Municipal Code section 4-15-206. (*Jackson*)

Recommended Action:

Resolution: Superseding Resolution No. 2009-023 and adopting the amended schedule of maximum fees and charges for tow cars and towing services for the Turlock Police Department tow rotation list, pursuant to Turlock Municipal Code section 4-15-206

8. SCHEDULED MATTERS:

- A. Request to authorize the creation and filling of one (1) new job classification of Executive Administrative Assistant within Municipal Services through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed. (*Madden*)

Recommended Action:

Resolution: Authorizing the creation and filling of one (1) new job classification of Executive Administrative Assistant within Municipal Services through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

- B. Request to receive the 2011 League of California Cities Legislature Voting Records Summary regarding local control. (*Wasden*)

Recommended Action:

Motion: Receiving the 2011 League of California Cities Legislature Voting Records Summary regarding local control

- C. Request to accept the 2011-12 Legislative Platform for the City of Turlock. (*Pitt*)

Recommended Action:

Motion: Accepting the 2011-12 Legislative Platform for the City of Turlock

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 Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(b)
Potential Cases: (1case)

12. ADJOURNMENT

2A

**IN HONOR OF
GO GREEN WEEK**

March 5, 2012 - March 9, 2012

WHEREAS, the Turlock City Council is committed to partnering with our schools to provide educational enrichment opportunities for Turlock's children; and

WHEREAS, Go Green Week provides an opportunity for students, educators, government, industry, environmental organizations, and residents to work together for a prosperous and sustainable Turlock; and

WHEREAS, Go Green Week will help produce the next generation of engaged citizens, committed to preserving natural resources and enhancing the quality of life in 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 and all our citizens, do hereby proclaim March 5, 2012 - March 9, 2012 as "**GO GREEN WEEK**" in the City of Turlock and urge all students, residents, educators, and businesses in Turlock to participate in local educational and celebratory activities.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 28th day of March, 2012.

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

2B

IN HONOR OF
LEMONADE DAY

May 19, 2012

WHEREAS, Lemonade Day was launched by the Houston-based non-profit organization, Prepared 4 Life in 2007; and

WHEREAS, Lemonade Day is a free, community-wide event that provides children with the opportunity to learn and apply entrepreneurial thinking and create a foundation for success in the global economy; and

WHEREAS, with the core philosophy of "Spend, Save, and Share," children learn how to start, own, and operate their own business, while gaining valuable life skills such as character development, empowerment, and financial freedom; and

WHEREAS, this educational program teaches youth how to create budgets, secure investors, select a site, serve customers, set profit-making goals, repay investors, and give back to the community; and

WHEREAS, Lemonade Day offers opportunities for families, businesses, schools, youth organizations, faith-based communities, neighborhoods, institutes of higher learning, and government agencies to unite for a common purpose - to train the next generation of entrepreneurs.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim May 19, 2012 as "**LEMONADE DAY**" in the City of Turlock and urge all citizens to participate in this rewarding event by either selling or buying lemonade.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 28th day of February, 2012.

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

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 1/26/12 IN THE AMOUNT OF }
\$2,782,179.26; DEMANDS OF }
2/2/12 IN THE AMOUNT OF \$638,801.40 }
_____ }

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:
1/26/12	\$2,782,179.26
2/2/12	\$638,801.40

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of Febuary, 2012, by the following vote:

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

ATTEST:

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

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
87092	01/20/2012	Open			Accounts Payable	ST BOARD OF EQUALIZATION	\$427.28		
	Paying Fund				Cash Amount				
	505 - Fleet			505.11000 (Cash)				\$427.28	
87093	01/20/2012	Open			Accounts Payable	ST BOARD OF EQUALIZATION	\$266.59		
	Paying Fund				Cash Amount				
	505 - Fleet			505.11000 (Cash)				\$266.59	
87094	01/20/2012	Open			Accounts Payable	US BANK-VISA	\$59,950.23		
	Paying Fund				Cash Amount				
	110 - General Fund							\$59,950.23	
	201 - Asset Forfeiture			110.11000 (Cash)				\$25,353.04	
	205 - Sports Facilities			201.11000 (Cash)				\$143.51	
	215 - Streets - Grant Funded Projects			205.11000 (Cash)				\$1,087.13	
	216 - Streets-Local Transportation			215.11000 (Cash)				\$255.00	
	217 - Streets - Gas Tax			216.11000 (Cash)				\$1,945.40	
	242 - Computer Replacement			217.11000 (Cash)				\$2,978.07	
	246 - Landscape Assessment			242.11000 (Cash)				\$125.62	
	255 - CDBG			246.11000 (Cash)				\$1,473.47	
	266 - Police Services Grants			255.11000 (Cash)				\$901.48	
	270 - Recreation Grants			266.11000 (Cash)				\$19.64	
	405 - Building			270.11000 (Cash)				\$1,102.76	
	410 - WATER QUALITY CONTROL (WQC)			405.11000 (Cash)				\$325.88	
	415 - Sewer Bond Projects			410.11000 (Cash)				\$11,572.27	
	420 - WATER			415.11000 (Cash)				\$241.50	
	425 - Transit - Dial A Ride			420.11000 (Cash)				\$5,062.25	
	428 - Transit - BLAST			425.11000 (Cash)				\$237.60	
	501 - Information Technology			426.11000 (Cash)				\$1,919.49	
	502 - Engineering			501.11000 (Cash)				\$3,051.57	
	505 - Fleet			502.11000 (Cash)				\$1,100.19	
	601 - Redevelopment (90%)			505.11000 (Cash)				\$962.55	
	605 - RDA 20% Housing Set Aside			601.11000 (Cash)				\$22.39	
87095	01/24/2012	Open			Utility Management	BIZZINI, DOROTHY	\$191.99		
	Paying Fund				Refund				
	420 - WATER				Cash Amount			\$191.99	
				420.11000 (Cash)				\$191.99	

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Account ID	Payment Date	Open	Paying Fund	Account Type	Payee	Cash Amount	Amount
87096	01/26/2012	Open	Paying Fund	Accounts Payable	4LEAF INC		\$443.32
			405 - Building	Cash Amount		405.11000 (Cash)	\$443.32
87097	01/26/2012	Open	Paying Fund	Accounts Payable	A & A PORTABLES INC		\$176.00
			301 - Capital Improvement	Cash Amount		301.11000 (Cash)	\$176.00
87098	01/26/2012	Open	Paying Fund	Accounts Payable	AFLAG		\$4,282.12
			104 - Payroll Clearing Fund	Cash Amount		104.11000 (Cash)	\$4,282.12
87099	01/26/2012	Open	Paying Fund	Accounts Payable	AIRCYCLE CORPORATION		\$937.99
			204 - AB 939 Integrated Waste Mgmt	Cash Amount		204.11000 (Cash)	\$937.99
87100	01/26/2012	Open	Paying Fund	Accounts Payable	AIRGAS NCN		\$1,516.20
			110 - General Fund	Cash Amount		110.11000 (Cash)	\$1,516.20
87101	01/26/2012	Open	Paying Fund	Accounts Payable	AMERICAN MESSAGING		\$372.05
			410 - WATER QUALITY CONTROL (WQC)	Cash Amount		410.11000 (Cash)	\$372.05
87102	01/26/2012	Open	Paying Fund	Accounts Payable	AMERICAN MESSAGING		\$281.84
			110 - General Fund	Cash Amount		110.11000 (Cash)	\$281.84
87103	01/26/2012	Open	Paying Fund	Accounts Payable	ANYTHING VINYL LLC		\$558.89
			112 - Capital Purchases	Cash Amount		112.11000 (Cash)	\$558.89
87104	01/26/2012	Open	Paying Fund	Accounts Payable	APPLIED PEST MANAGEMENT INC		\$220.00
			410 - WATER QUALITY CONTROL (WQC)	Cash Amount		410.11000 (Cash)	\$220.00
87105	01/26/2012	Open	Paying Fund	Accounts Payable	ARROWHEAD MT SPRING WATER		\$120.17
			110 - General Fund	Cash Amount		110.11000 (Cash)	\$120.17
87106	01/26/2012	Open	Paying Fund	Accounts Payable	AT&T / CALNET 2		\$3,732.17
			110 - General Fund	Cash Amount		110.11000 (Cash)	\$3,732.17
			205 - Sports Facilities	Cash Amount		205.11000 (Cash)	\$21.86
			405 - Building	Cash Amount		405.11000 (Cash)	\$12.19
			410 - WATER QUALITY CONTROL (WQC)	Cash Amount		410.11000 (Cash)	\$186.46

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

87107	420 - WATER	420.11000 (Cash)	Accounts Payable	AT&T INFO SYSTEM	Amount	\$357.18
	501 - Information Technology	501.11000 (Cash)				\$34.66
	502 - Engineering	502.11000 (Cash)				\$84.88
	505 - Fleet	505.11000 (Cash)				\$12.58
	605 - RDA 20% Housing Set Aside	605.11000 (Cash)				\$73.92
	01/26/2012 Open					\$12.22
	Paying Fund	Cash Amount				
	110 - General Fund	110.11000 (Cash)			Amount	\$357.18
87108	01/26/2012 Open		Accounts Payable	AT&T MOBILITY		\$924.43
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)				\$844.92
87109	501 - Information Technology	501.11000 (Cash)	Accounts Payable	BALSWICK'S TIRE SHOP INC	Amount	\$79.51
	01/26/2012 Open					\$1,851.33
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)				\$1,851.33
87110	01/26/2012 Open		Accounts Payable	BOBO CONSTRUCTIONS INC	Amount	\$14,577.84
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)				\$136.13
87111	01/26/2012 Open		Accounts Payable	BONANDER TRUCKS	Amount	\$14,577.84
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)				\$136.13
87112	01/26/2012 Open		Accounts Payable	BURTON'S FIRE APPARATUS	Amount	\$2,281.89
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)				\$788.00
87113	01/26/2012 Open		Accounts Payable	CA BLDG STANDARDS COMMS	Amount	\$123,996.90
	Paying Fund	Cash Amount			Amount	
	405 - Building	405.11000 (Cash)				\$788.00
87114	01/26/2012 Open		Accounts Payable	CAROLLO ENGINEERS	Amount	\$6,345.37
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$9,442.63
	411 - Storm Drainage Construction	411.11000 (Cash)				\$79,524.88
	415 - Sewer Bond Projects	415.11000 (Cash)				\$28,684.02
87115	420 - WATER	420.11000 (Cash)	Accounts Payable	CARROLL INC, ROSS F.	Amount	\$184,536.27
	01/26/2012 Open					\$264.07
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)				\$184,536.27
87116	01/26/2012 Open		Accounts Payable	CASCADE FIRE EQUIP CO	Amount	\$264.07

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Paying Fund	Cash Amount	Amount
87117 110 - General Fund 01/26/2012 Open	110.11000 (Cash)	\$264.07
	Accounts Payable	CENTRAL VALLEY COMMUNITY BANK
		\$23,063.30
87118 305 - Capital Facility Fees 01/26/2012 Open	305.11000 (Cash)	\$23,063.30
	Accounts Payable	CHARTER COMMUNICATIONS
		\$1,309.94
87119 110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 501 - Information Technology 01/26/2012 Open	110.11000 (Cash) 410.11000 (Cash) 501.11000 (Cash)	\$49.99 \$159.97 \$1,099.98
	Accounts Payable	CODE PUBLISHING COMPANY
		\$478.80
87120 110 - General Fund 01/26/2012 Open	110.11000 (Cash)	\$478.80
	Accounts Payable	COMBINED BENEFITS ADMIN C
		\$124,819.30
87121 511 - Health Insurance 01/26/2012 Open	511.11000 (Cash)	\$124,819.30
	Accounts Payable	COMBINED BENEFITS ADMIN-
		\$4,867.55
87122 511 - Health Insurance 01/26/2012 Open	511.11000 (Cash)	\$4,867.55
	Accounts Payable	COMBINED BENEFITS ADMIN/
		\$2,183.98
87123 511 - Health Insurance 01/26/2012 Open	511.11000 (Cash)	\$2,183.98
	Accounts Payable	COMMUNITY VETERINARY CLIN
		\$726.80
87124 110 - General Fund 203 - Animal Fee Forfeiture 01/26/2012 Open	110.11000 (Cash) 203.11000 (Cash)	\$226.80 \$500.00
	Accounts Payable	COUNTY BANK VISA
		\$1,049.86
87125 110 - General Fund 265 - Fire Department Grants 410 - WATER QUALITY CONTROL (WQC) 01/26/2012 Open	110.11000 (Cash) 265.11000 (Cash) 410.11000 (Cash)	\$300.00 \$95.42 \$653.44
	Accounts Payable	CRITICAL REACH INC
		\$1,310.00
87126 110 - General Fund 01/26/2012 Open	110.11000 (Cash)	\$1,310.00
	Accounts Payable	DELTA WIRELESS & NETWORK
		\$66.50

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Account Number	Description	Account Type	Amount	Payee	Amount
87127	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	\$66.50	DEPT OF CONSERVATION	\$2,449.00
87128	110 - General Fund 405 - Building 01/26/2012 Open Paying Fund	110.11000 (Cash) 405.11000 (Cash) Accounts Payable	\$2,577.00 (\$128.00)	DURHAM PUMP INC	\$141,774.20
87129	420 - WATER 01/26/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable	\$141,774.20	EAH INC	\$95,887.93
87130	605 - RDA 20% Housing Set Aside 01/26/2012 Open Paying Fund	605.11000 (Cash) Accounts Payable	\$95,887.93	ECMS INC	\$1,531.22
87131	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	\$1,531.22	ENGINEERED FIRE SYST INC	\$850.00
87132	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	\$850.00	EQUIFAX	\$21.66
87133	255 - CDBG 01/26/2012 Open Paying Fund	255.11000 (Cash) Accounts Payable	\$21.66	GOLDEN STATE STEEL INC	\$207,569.70
87134	305 - Capital Facility Fees 01/26/2012 Open Paying Fund	305.11000 (Cash) Accounts Payable	\$207,569.70	GOMES & SONS INC, JOE M	\$21,844.71
87135	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 255 - CDBG 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 425 - Transit - Dial A Ride 426 - Transit - BLAST 501 - Information Technology 01/26/2012 Open	110.11000 (Cash) 110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 255.11000 (Cash) 405.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 425.11000 (Cash) 426.11000 (Cash) 501.11000 (Cash) Accounts Payable	\$13,428.63 \$254.26 \$2,512.35 \$1,095.65 \$75.47 \$171.45 \$2,820.01 \$703.29 \$372.89 \$355.62 \$55.09	GOMES PROPANE	\$17.16

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Paying Fund	Cash Amount	Amount
87136	217.11000 (Cash)	\$17.16
217 - Streets - Gas Tax		
01/26/2012	Accounts Payable	
Paying Fund	GROENIGER & CO INC	\$9,846.70
87137	410.11000 (Cash)	\$2,555.04
410 - WATER QUALITY CONTROL (WQC)		
420 - WATER		
01/26/2012	Accounts Payable	\$7,291.66
Paying Fund	GUINN III, MARVIN, OLIVER	\$833.12
87138	110.11000 (Cash)	\$833.12
110 - General Fund		
01/26/2012	Accounts Payable	
Paying Fund	HILMAR READY MIX	\$59.06
87139	410.11000 (Cash)	\$59.06
410 - WATER QUALITY CONTROL (WQC)		
01/26/2012	Accounts Payable	
Paying Fund	HUNTINGTON COURT REPORTER	\$1,042.86
87140	110.11000 (Cash)	\$1,042.86
110 - General Fund		
01/26/2012	Accounts Payable	
Paying Fund	IKON OFFICE SOLUTIONS	\$198.08
87141	110.11000 (Cash)	\$198.08
110 - General Fund		
01/26/2012	Accounts Payable	
Paying Fund	IMAGE UNIFORMS(STANS) INC	\$21.99
87142	110.11000 (Cash)	\$21.99
110 - General Fund		
01/26/2012	Accounts Payable	
Paying Fund	ING LIFE INSURANCE AND	\$147.34
87143	104.11000 (Cash)	\$147.34
104 - Payroll Clearing Fund		
01/26/2012	Accounts Payable	
Paying Fund	JCS PROPERTIES INC	\$1,544.37
87144	605.11000 (Cash)	\$1,544.37
605 - RDA 20% Housing Set Aside		
01/26/2012	Accounts Payable	
Paying Fund	JEFFERS PET SUPPLIES	\$345.95
87145	203.11000 (Cash)	\$345.95
203 - Animal Fee Forfeiture		
01/26/2012	Accounts Payable	
Paying Fund	MADRUGA BROS ENT INC	\$456.00
110 - General Fund		
255 - CDBG		
410 - WATER QUALITY CONTROL (WQC)		
420 - WATER		
502 - Engineering		
	110.11000 (Cash)	\$402.00
	255.11000 (Cash)	\$6.00
	410.11000 (Cash)	\$27.00
	420.11000 (Cash)	\$12.00
	502.11000 (Cash)	\$9.00

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Account ID	Payment Date	Account Name	Account Type	Amount
87146	01/26/2012	Open	Accounts Payable	\$268.26
		Paying Fund	MAGIC SANDS MOBILE HOME	
87147	01/26/2012	Open	Accounts Payable	\$57,640.50
		Paying Fund	MARK III CONSTRUCTION INC	
87148	01/26/2012	Open	Accounts Payable	\$76,984.20
		Paying Fund	MCI ENGINEERING	
87149	01/26/2012	Open	Accounts Payable	\$60.48
		Paying Fund	MEYERS NAVE	
87150	01/26/2012	Open	Accounts Payable	\$343.11
		Paying Fund	MID VALLEY APPLIANCE SERVICES	
87151	01/26/2012	Open	Accounts Payable	\$1,099.32
		Paying Fund	MO-CAL OFFICE SOLUTIONS	
87152	01/26/2012	Open	Accounts Payable	\$126,657.90
		Paying Fund	MODERN BUILDING INC	
87153	01/26/2012	Open	Accounts Payable	\$366.00
		Paying Fund	MONTE VISTA SMALL ANIMAL	
87154	01/26/2012	Open	Accounts Payable	\$195.73
		Paying Fund	MULBERRY MOBILE PARK	
87155	01/26/2012	Open	Accounts Payable	\$62,655.00
		Paying Fund	NEW WORLD SYSTEM CORP	
		110 - General Fund		\$40,375.00

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

87156	240 - Small Equipment Replacement	240.11000 (Cash)			\$9,180.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$5,240.00
	420 - WATER	420.11000 (Cash)			\$5,240.00
	601 - Redevelopment (80%)	601.11000 (Cash)			\$2,620.00
	01/26/2012 Open		Accounts Payable	P E R S ACTNG DIV	
	Paying Fund				\$290,587.64
	104 - Payroll Clearing Fund	104.11000 (Cash)	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)			\$282,483.61
	205 - Sports Facilities	205.11000 (Cash)			\$7,778.96
	217 - Streets - Gas Tax	217.11000 (Cash)			\$3.76
	246 - Landscape Assessment	246.11000 (Cash)			\$13.25
	265 - Fire Department Grants	265.11000 (Cash)			\$15.04
	266 - Police Services Grants	266.11000 (Cash)			\$55.65
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$89.68
	420 - WATER	420.11000 (Cash)			\$99.68
	505 - Fleet	505.11000 (Cash)			\$38.29
	01/26/2012 Open		Accounts Payable	P G & E	
	Paying Fund				\$9.72
87157	110 - General Fund	110.11000 (Cash)	Cash Amount		Amount
	258 - Housing Stimulus Funds	258.11000 (Cash)			\$1,042.41
	605 - RDA 20% Housing Set Aside	605.11000 (Cash)			\$30.81
	01/26/2012 Open		Accounts Payable	PACIFIC STORAGE COMPANY	
	Paying Fund				\$20.41
87158	110 - General Fund	110.11000 (Cash)	Cash Amount		Amount
	01/26/2012 Open		Accounts Payable		\$11.00
	Paying Fund				\$530,744.88
87159	305 - Capital Facility Fees	305.11000 (Cash)	Cash Amount		Amount
	01/26/2012 Open		Accounts Payable	PATRIAS ELEC CONT, DARRAL	
	Paying Fund				\$11.00
87160	110 - General Fund	110.11000 (Cash)	Cash Amount		Amount
	01/26/2012 Open		Accounts Payable	PRECISION CUSTOM WIRING	
	Paying Fund				\$3,180.84
87161	110 - General Fund	110.11000 (Cash)	Cash Amount		Amount
	112 - Capital Purchases	112.11000 (Cash)			\$342.00
	01/26/2012 Open		Accounts Payable	PRESORT CTR STOCKTON INC	
	Paying Fund				\$2,838.84
87162	110 - General Fund	110.11000 (Cash)	Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$3,033.61
	420 - WATER	420.11000 (Cash)			\$3,033.60
	01/26/2012 Open		Accounts Payable	REED INC, GEORGE	
	Paying Fund				\$3,033.61
			Accounts Payable		\$11,629.25

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Paying Fund	Cash Amount	Amount
87163	426.11000 (Cash)	\$111,629.25
01/26/2012	Accounts Payable	REPUBLIC ITS
Paying Fund		
87164	216.11000 (Cash)	\$7,125.18
01/26/2012	Accounts Payable	ROLAND PHD, JOCELYN E
Paying Fund		
87165	110.11000 (Cash)	\$731.25
01/26/2012	Accounts Payable	SAFETY-KLEEN CORPORATION
Paying Fund		
87166	410.11000 (Cash)	\$134.00
01/26/2012	Accounts Payable	SIEMENS BLDG TECH INC
Paying Fund		
87167	110.11000 (Cash)	\$1,922.00
01/26/2012	Accounts Payable	SIERRA CHEMICAL CO
Paying Fund		
87168	410.11000 (Cash)	\$4,158.30
01/26/2012	Accounts Payable	SJVAPCD
Paying Fund		
87169	410.11000 (Cash)	\$2,854.00
01/26/2012	Accounts Payable	SOUTHWEST SCHOOL &
Paying Fund		
87170	270.11000 (Cash)	\$963.47
01/26/2012	Accounts Payable	SPENCE SPRAYING
Paying Fund		
87171	410.11000 (Cash)	\$5,025.57
01/26/2012	Accounts Payable	SPRINT
Paying Fund		
		\$3,387.53
110 - General Fund	110.11000 (Cash)	\$2,110.96
205 - Sports Facilities	205.11000 (Cash)	\$90.98
217 - Streets - Gas Tax	217.11000 (Cash)	\$114.38
241 - Asset Replacement	241.11000 (Cash)	\$119.99
246 - Landscape Assessment	246.11000 (Cash)	\$20.16
270 - Recreation Grants	270.11000 (Cash)	\$17.05
405 - Building	405.11000 (Cash)	\$34.06
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$180.90

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

87172	420 - WATER	420.11000 (Cash)			\$157.22
	426 - Transit - BLAST	426.11000 (Cash)			\$72.33
	502 - Engineering	502.11000 (Cash)			\$430.16
	505 - Fleet	505.11000 (Cash)			\$39.34
	01/26/2012 Open	Accounts Payable	STANISLAUS AUDITOR CONTR		\$148,066.31
	Paying Fund	Cash Amount		Amount	
87173	110 - General Fund	110.11000 (Cash)			\$148,066.31
	01/26/2012 Open	Accounts Payable	STATE OF CALIFORNIA		\$699.00
	Paying Fund	Cash Amount		Amount	
87174	110 - General Fund	110.11000 (Cash)			\$699.00
	01/26/2012 Open	Accounts Payable	T I D		\$34,349.85
	Paying Fund	Cash Amount		Amount	
87175	110 - General Fund	110.11000 (Cash)			\$4,578.03
	205 - Sports Facilities	205.11000 (Cash)			\$241.18
	216 - Streets-Local Transportation	216.11000 (Cash)			\$24,806.01
	258 - Housing Stimulus Funds	258.11000 (Cash)			\$13.59
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$437.46
	420 - WATER	420.11000 (Cash)			\$2,452.73
	505 - Fleet	505.11000 (Cash)			\$1,809.54
	605 - RDA 20% Housing Set Aside	605.11000 (Cash)			\$11.31
	01/26/2012 Open	Accounts Payable	TARLTON & SON INC		\$5,400.00
	Paying Fund	Cash Amount		Amount	
87176	305 - Capital Facility Fees	305.11000 (Cash)			\$5,400.00
	01/26/2012 Open	Accounts Payable	TELE-COMMUNICATION INC		\$292.33
	Paying Fund	Cash Amount		Amount	
87177	110 - General Fund	110.11000 (Cash)			\$292.33
	01/26/2012 Open	Accounts Payable	TID		\$8,047.00
	Paying Fund	Cash Amount		Amount	
87178	306 - North Turlock Master Plan	306.11000 (Cash)			\$8,047.00
	01/26/2012 Open	Accounts Payable	TURLOCK SCAVENGERS/SWEEPIN		\$19,931.50
	Paying Fund	Cash Amount		Amount	
87179	217 - Streets - Gas Tax	217.11000 (Cash)			\$6,976.02
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$12,955.48
	01/26/2012 Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC		\$655.00
	Paying Fund	Cash Amount		Amount	
87180	203 - Animal Fee Forfeiture	203.11000 (Cash)			\$655.00
	01/26/2012 Open	Accounts Payable	TURLOCK UNIFIED		\$186,760.59

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Paying Fund		Cash Amount	Amount
87181	110 - General Fund 01/26/2012 Open	110.11000 (Cash)	\$186,760.59
	Paying Fund	Accounts Payable	UNITED RESOURCE SYSTEMS INC
			\$91.86
87182	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER	110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash)	\$46.80 \$25.81 \$19.25
	Paying Fund	Accounts Payable	US BANK OFFICE EQUIPMENT
			\$459.51
87183	110 - General Fund 502 - Engineering 01/26/2012 Open	110.11000 (Cash) 502.11000 (Cash)	\$153.89 \$305.62
	Paying Fund	Accounts Payable	VAN DE POL ENTERPRISE INC
			\$128.80
87184	110 - General Fund 01/26/2012 Open	110.11000 (Cash)	\$128.80
	Paying Fund	Accounts Payable	VETERINARY MED CTR INC
			\$370.00
87185	203 - Animal Fee Forfeiture 01/26/2012 Open	203.11000 (Cash)	\$370.00
	Paying Fund	Accounts Payable	VISION SERVICE PLAN CA
			\$1,670.97
87186	511 - Health Insurance 01/26/2012 Open	511.11000 (Cash)	\$1,670.97
	Paying Fund	Accounts Payable	WESTERN VIEW MOBILE RANCH
			\$3,092.26
87187	605 - RDA 20% Housing Set Aside 01/26/2012 Open	605.11000 (Cash)	\$3,092.26
	Paying Fund	Accounts Payable	WESTFORK ESTATES
			\$693.47
87188	605 - RDA 20% Housing Set Aside 01/26/2012 Open	605.11000 (Cash)	\$693.47
	Paying Fund	Accounts Payable	WORK WELLNESS
			\$14,256.00
87189	110 - General Fund 01/26/2012 Open	110.11000 (Cash)	\$14,256.00
	Paying Fund	Accounts Payable	Ayala, Juan , Jose
			\$75.00
87190	110 - General Fund 01/26/2012 Open	110.11000 (Cash)	\$75.00
	Paying Fund	Accounts Payable	BROWN, LINDA
			\$500.00
87191	110 - General Fund 01/26/2012 Open	110.11000 (Cash)	\$500.00
	Paying Fund	Accounts Payable	Buckner, Joyce
			\$20.00

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

87192	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	CCJWSA	\$20.00	\$75.00
87193	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	CITY OF RIVERBANK	\$75.00	\$60.00
87194	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	COOKE, MIKE	\$591.03	\$477.84
87195	420 - WATER 01/26/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable Cash Amount	CRAY, AUDREY	\$591.03	\$477.84
87196	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	FIGHER, JOEL	\$477.84	\$1,661.33
87197	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	Hernandez, Ramon	\$1,661.33	\$150.00
87198	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	JIMENEZ, AJ	\$150.00	\$160.80
87199	110 - General Fund 405 - Building 01/26/2012 Open Paying Fund	110.11000 (Cash) 405.11000 (Cash) Accounts Payable Cash Amount	JR DEVELOPMENT ENTERPRISES INC	\$80.00 \$80.80	\$350.00
87200	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/26/2012 Open Paying Fund	110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Accounts Payable Cash Amount	OROZCO, JOSE (J C)	\$2,306.51 (\$150.00) (\$1,806.51)	\$500.00
87201	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	OROZCO, KRYSTAL	\$500.00	\$500.00
87202	110 - General Fund 01/26/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Amount	SAWYER, ZACHARY	\$500.00	\$18.00

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Check Number	Date	Account	Payee	Amount	Reconciled Amount
87203	01/26/2012	203 - Animal Fee Forfeiture Open Paying Fund	Accounts Payable Singh, Pyara	\$18.00	
87204	01/26/2012	110 - General Fund Open Paying Fund	Accounts Payable STATE BAR OF CALIFORNIA	\$500.00	\$500.00
87205	01/26/2012	110 - General Fund Open Paying Fund	Accounts Payable TORRES, STEVE	\$400.00	\$348.00
87206	01/26/2012	205 - Sports Facilities Open Paying Fund	Accounts Payable TOVAR, DIANA	\$348.00	\$18.00
87207	01/26/2012	203 - Animal Fee Forfeiture Open Paying Fund	Accounts Payable TRACY, KIRK	\$18.00	\$500.00
87208	01/26/2012	110 - General Fund Open Paying Fund	Accounts Payable VIERRA, KRISTINA	\$500.00	\$18.00
87209	01/26/2012	203 - Animal Fee Forfeiture Open Paying Fund	Accounts Payable WEAVER, KELLIE	\$18.00	\$600.00
87210	01/26/2012	110 - General Fund Open Paying Fund	Accounts Payable WHITMORE, DEBBIE	\$600.00	\$13.99
87211	01/26/2012	110 - General Fund Open Paying Fund	Accounts Payable WILLIAMSON, JUSTIN	\$13.99	\$750.00
87212	01/26/2012	110 - General Fund Open Paying Fund	Accounts Payable YORK, WAYNE	\$750.00	\$500.00
502 - Engineering 121 Transactions				\$500.00	\$2,782,179.26
Type Check Totals:					
AP - Accounts Payable Totals				\$2,782,179.26	\$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
Open		121	\$2,782,179.26	\$0.00
Reconciled		0	\$0.00	\$0.00

Payment Register

From Payment Date: 1/20/2012 - To Payment Date: 1/26/2012

Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	121	\$2,782,179.26	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	121	\$2,782,179.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	121	\$2,782,179.26	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	121	\$2,782,179.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	121	\$2,782,179.26	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	121	\$2,782,179.26	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	121	\$2,782,179.26	\$0.00

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
87213	01/30/2012	Open			Accounts Payable	LIEBERT CASSIDY & WHITMORE	\$830.00		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$830.00	
87214	01/30/2012	Open			Accounts Payable	LAZAR, JOHN	\$1,112.16		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$1,112.16	
87215	01/31/2012	Open			Utility Management Refund	BONDI, JOSEPH	\$77.00		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$77.00	
87216	01/31/2012	Open			Utility Management Refund	BRENDA, ERNEST F	\$90.45		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$90.45	
87217	01/31/2012	Open			Utility Management Refund	BRUNO, CARMEN	\$73.00		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$73.00	
87218	01/31/2012	Open			Utility Management Refund	CALDERON, JOSEPH O	\$84.65		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$84.65	
87219	01/31/2012	Open			Utility Management Refund	CALIFORNIA CUTS	\$10.00		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$10.00	
87220	01/31/2012	Open			Utility Management Refund	FISCHER, JARED	\$52.65		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$52.65	
87221	01/31/2012	Open			Utility Management Refund	HARMON FINANCIAL	\$74.61		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$74.61	
87222	01/31/2012	Open			Utility Management Refund	KUMAR, SHRISTY	\$21.43		

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

Paying Fund	Cash Amount	Amount
87223 420 - WATER 01/31/2012 Open	Cash Amount 420.11000 (Cash) Utility Management Refund PALLIOS PROPERITES	\$21.43 \$51.90
87224 420 - WATER 01/31/2012 Open	Cash Amount 420.11000 (Cash) Utility Management Refund RODRIGUEZ, JOSE, PILAR	\$51.90 \$73.00
87225 420 - WATER 01/31/2012 Open	Cash Amount 420.11000 (Cash) Utility Management Refund SANCHEZ JR, BALBERTO	\$73.00 \$86.00
87226 420 - WATER 01/31/2012 Open	Cash Amount 420.11000 (Cash) Utility Management Refund SANCHEZ, ADELINA	\$86.00 \$59.55
87227 420 - WATER 01/31/2012 Open	Cash Amount 110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Utility Management Refund TILLOTSON, MARK , ALLEN	\$0.84 \$1.38 \$57.33 \$41.70
87228 420 - WATER 02/02/2012 Open	Cash Amount 420.11000 (Cash) Accounts Payable OLD REPUBLIC TITLE CO	\$41.70 \$22,000.00
87229 255 - CDBG 256 - Stanislaus Housing Consortia 02/02/2012 Open	Cash Amount 255.11000 (Cash) 256.11000 (Cash) Accounts Payable A & A PORTABLES INC	\$11,000.00 \$11,000.00 \$176.00
87230 301 - Capital Improvement 02/02/2012 Open	Cash Amount 301.11000 (Cash) Accounts Payable ACCOMTEMP INC	\$176.00 \$1,171.84
87231 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 02/02/2012 Open	Cash Amount 410.11000 (Cash) 420.11000 (Cash) Accounts Payable AMERICA'S AUTO GLASS	\$585.92 \$585.92 \$70.00
87232 425 - Transit - Dial A Ride 02/02/2012 Open	Cash Amount 425.11000 (Cash) Accounts Payable AMERICAN REPROGRAPHICS CO	\$70.00 \$187.90

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

Paying Fund		Cash Amount	LLC	Amount
87233	502 - Engineering 02/02/2012 Open	502.11000 (Cash)	ARMOR FIRE EXTINGUISHER	\$187.90
	Paying Fund	Cash Amount		\$290.04
	110 - General Fund	110.11000 (Cash)		\$236.25
	217 - Streets - Gas Tax	217.11000 (Cash)		\$10.76
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$21.52
	425 - Transit - Dial A Ride	425.11000 (Cash)		\$21.51
87234	02/02/2012 Open	Accounts Payable	ARROW CONSTRUCTION INC	\$14,374.10
	Paying Fund	Cash Amount		\$14,374.10
	420 - WATER	420.11000 (Cash)		\$14,374.10
87235	02/02/2012 Open	Accounts Payable	ASCAP	\$637.00
	Paying Fund	Cash Amount		\$637.00
	110 - General Fund	110.11000 (Cash)		\$637.00
87236	02/02/2012 Open	Accounts Payable	AT&T / CALNET 2	\$240.96
	Paying Fund	Cash Amount		\$240.96
	110 - General Fund	110.11000 (Cash)		\$140.13
	205 - Sports Facilities	205.11000 (Cash)		\$15.83
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$55.32
	420 - WATER	420.11000 (Cash)		\$29.68
87237	02/02/2012 Open	Accounts Payable	AVAYA INC	\$9.66
	Paying Fund	Cash Amount		\$9.66
	110 - General Fund	110.11000 (Cash)		\$9.66
87238	02/02/2012 Open	Accounts Payable	BB PRINTS IT LLC	\$1,655.25
	Paying Fund	Cash Amount		\$1,655.25
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		\$827.63
	420 - WATER	420.11000 (Cash)		\$827.62
87239	02/02/2012 Open	Accounts Payable	BENCHMARK ENGINEERING	\$1,225.00
	Paying Fund	Cash Amount		\$1,225.00
	305 - Capital Facility Fees	305.11000 (Cash)		\$1,225.00
87240	02/02/2012 Open	Accounts Payable	BORGES & MAHONEY CO	\$2,651.01
	Paying Fund	Cash Amount		\$2,651.01
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$2,651.01
87241	02/02/2012 Open	Accounts Payable	CAROLLO ENGINEERS	\$242,471.85
	Paying Fund	Cash Amount		\$242,471.85
	415 - Sewer Bond Projects	415.11000 (Cash)		\$242,471.85

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

			Cash Amount	Accounts Payable	CENTRAL VALLEY BUSINESS	Amount
87242	02/02/2012	Open				\$7,891.52
	Paying Fund					
	110 - General Fund		110.11000 (Cash)			\$3,404.89
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$2,241.67
	420 - WATER		420.11000 (Cash)			\$2,245.16
87243	02/02/2012	Open		Accounts Payable	CHAMPION INDUSTRIAL	\$3,562.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			\$2,332.50
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$959.50
	425 - Transit - Dial A Ride		425.11000 (Cash)			\$75.00
	505 - Fleet		505.11000 (Cash)			\$195.00
87244	02/02/2012	Open		Accounts Payable	COMBINED BENEFITS ADMIN C	\$83,403.50
	Paying Fund		Cash Amount			Amount
	511 - Health Insurance		511.11000 (Cash)			\$83,403.50
87245	02/02/2012	Open		Accounts Payable	COUNTY BANK VISA	\$3,964.64
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			\$3,714.14
	217 - Streets - Gas Tax		217.11000 (Cash)			\$38.25
	426 - Transit - BLAST		426.11000 (Cash)			\$120.75
	502 - Engineering		502.11000 (Cash)			\$91.50
87246	02/02/2012	Open		Accounts Payable	CURBSIDE CONCRETE PUMPING	\$260.00
	Paying Fund		Cash Amount			Amount
	228 - Park Development Tax		228.11000 (Cash)			\$260.00
87247	02/02/2012	Open		Accounts Payable	EMPLOYMENT DEVELOP DEPT	\$26,637.55
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			\$2,700.00
	405 - Building		405.11000 (Cash)			\$2,250.00
	512 - Casualty Insurance		512.11000 (Cash)			\$21,687.55
87248	02/02/2012	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)
87249	02/02/2012	Open		Accounts Payable	FEDERAL EXPRESS	\$299.94
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			\$159.27
	255 - CDBG		255.11000 (Cash)			\$21.27
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$25.36

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

87250	420 - WATER	420.11000 (Cash)			\$53.50
	502 - Engineering	502.11000 (Cash)			\$17.00
	605 - RDA 20% Housing Set Aside	605.11000 (Cash)			\$23.54
	02/02/2012 Open	Accounts Payable	GEOANALYTICAL LAB INC		\$4,576.16
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,984.76
87251	420 - WATER	420.11000 (Cash)			\$2,591.40
	02/02/2012 Open	Accounts Payable	GOWANS PRINTING		\$236.98
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$236.98
87252	02/02/2012 Open	Accounts Payable	GRADY COMPANY INC, KEN		\$1,461.30
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,461.30
87253	02/02/2012 Open	Accounts Payable	GRAINGER INC, W W		\$1,234.34
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$256.93
87254	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$977.41
	02/02/2012 Open	Accounts Payable	GROENIGER & CO INC		\$17.23
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)			\$17.23
87255	02/02/2012 Open	Accounts Payable	HACH COMPANY		\$7,921.32
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$7,921.32
87256	02/02/2012 Open	Accounts Payable	HILMAR READY MIX		\$91.26
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)			\$91.26
87257	02/02/2012 Open	Accounts Payable	HOLT OF CALIFORNIA INC		\$277.03
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$277.03
87258	02/02/2012 Open	Accounts Payable	INDEPENDENT ELECTRIC INC		\$192.97
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$192.97
87259	02/02/2012 Open	Accounts Payable	ITRON INC		\$1,289.82
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)			\$1,289.82
87260	02/02/2012 Open	Accounts Payable	JORGENSEN & CO INC		\$322.07
	Paying Fund	Cash Amount		Amount	

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

87261	110 - General Fund 02/02/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	LOGICAL DESIGN INC	\$322.07	
87262	501 - Information Technology 02/02/2012 Open Paying Fund	501.11000 (Cash) Accounts Payable	MAXUM PETROLEUM CO	\$3,450.00	\$3,450.00
87263	110 - General Fund 217 - Streets - Gas Tax 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 425 - Transit - Dial A Ride 426 - Transit - BLAST 02/02/2012 Open Paying Fund	110.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 425.11000 (Cash) 426.11000 (Cash) Accounts Payable	MCC BUSINESS SYSTEMS	\$86.80 \$43.40 \$43.41 \$86.80 \$43.40 \$43.40 \$43.40	\$89.74
87264	110 - General Fund 02/02/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	Mid Valley Seals	\$89.74	\$524.26
87265	410 - WATER QUALITY CONTROL (WQC) 02/02/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	N & S TRACTOR INC	\$524.26	\$867.52
87266	110 - General Fund 02/02/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	NEIL O ANDERSON AND ASSOC	\$867.52	\$24,690.00
87267	305 - Capital Facility Fees 02/02/2012 Open Paying Fund	305.11000 (Cash) Accounts Payable	P E R S A C T N G D I V	\$24,690.00	\$19,823.89
87268	104 - Payroll Clearing Fund 110 - General Fund 02/02/2012 Open Paying Fund	104.11000 (Cash) 110.11000 (Cash) Accounts Payable	P G & E	\$19,322.83 \$501.06	\$80.34
87269	110 - General Fund 02/02/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	QUAD KNOPF INC	\$80.34	\$754.56
87270	305 - Capital Facility Fees 02/02/2012 Open Paying Fund	305.11000 (Cash) Accounts Payable	R & B COMPANY	\$754.56	\$225.17

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

87271	420 - WATER 02/02/2012 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	RAY MORGAN COMPANY	\$225.17
			Cash Amount			\$72.21
87272	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	REPUBLIC ITS	\$21,345.20
			Cash Amount			\$80.00
87273	216 - Streets-Local Transportation 02/02/2012 Paying Fund	Open	216.11000 (Cash)	Accounts Payable	ROBIC REFRIGERATION INC	\$6,225.00
			Cash Amount			\$6,237.45
87274	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SAUNDERS A/C AND HEATING	\$3,424.60
			Cash Amount			\$297.14
87275	301 - Capital Improvement 02/02/2012 Paying Fund	Open	301.11000 (Cash)	Accounts Payable	SIERRA CHEMICAL CO	\$96.00
			Cash Amount			\$439.13
87276	410 - WATER QUALITY CONTROL (WQC) 02/02/2012 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	STANISLAUS COUNTY	\$46,177.20
			Cash Amount			\$1,590.79
87277	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	STANISLAUS COUNTY - TAX	\$687.84
			Cash Amount			\$12,941.27
87278	258 - Housing Stimulus Funds 02/02/2012 Paying Fund	Open	258.11000 (Cash)	Accounts Payable	STANISLAUS CTY RECORDER	\$2,208.37
			Cash Amount			\$28,528.92
87279	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SUPPORT PAYMENT CLEARING	\$208.70
			Cash Amount			
87280	104 - Payroll Clearing Fund 110 - General Fund 02/02/2012 Paying Fund	Open	104.11000 (Cash) 110.11000 (Cash)	Accounts Payable	T I D	
			Cash Amount			
	110 - General Fund 205 - Sports Facilities 216 - Streets-Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - BLAST		110.11000 (Cash) 205.11000 (Cash) 216.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 426.11000 (Cash)	Accounts Payable		
			Cash Amount			

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

87281	605 - RDA 20% Housing Set Aside 02/02/2012 Paying Fund	Open	605.11000 (Cash)	Accounts Payable	TERRA RENEWAL WEST LLC	\$11.31	\$48,787.44
87282	410 - WATER QUALITY CONTROL (WQC) 02/02/2012 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	TID	\$132.66	\$6,995.41
87283	410 - WATER QUALITY CONTROL (WQC) 02/02/2012 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	UNITED SAMARITANS FDT INC	\$13.85	\$623.55
87284	255 - CDBG 02/02/2012 Paying Fund	Open	255.11000 (Cash)	Accounts Payable	WEST STEEL & PLASTIC	\$8,095.67	\$192.00
87285	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	WILLE ELECTRIC SUPPLY INC	\$574.56	\$150.00
87286	410 - WATER QUALITY CONTROL (WQC) 02/02/2012 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	YORK INSURANCE SV GRP INC	\$8,095.67	\$192.00
87287	510 - Workers' Compensation Ins 02/02/2012 Paying Fund	Open	510.11000 (Cash)	Accounts Payable	BECK, ALEX	\$192.00	\$574.56
87288	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	BEST WESTERN PLUS SANTA ROSA	\$192.00	\$574.56
87289	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	CENTRAL CALIFORNIA INFORMATION CENTER	\$574.56	\$150.00
87290	255 - CDBG 02/02/2012 Paying Fund	Open	255.11000 (Cash)	Accounts Payable	CHICAGO TITLE CO	\$150.00	\$159.61
87291	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	COMMERCE TITLE	\$159.61	\$310.44
87292	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	CORELOGIC REO SERVICES	\$310.44	\$77.45

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

87293	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	GRIGGS, MELISSA	\$77.45	\$140.00
87294	420 - WATER 02/02/2012 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	HAGAR, JENNIFER	\$140.00	\$192.00
87295	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	KLASCHUS, CANDY	\$192.00	\$505.00
87296	113 - Arts Commission 02/02/2012 Paying Fund	Open	113.11000 (Cash)	Accounts Payable	LARKSPUR LANDING ROSEVILLE	\$505.00	\$457.20
87297	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	NUCP TURLOCK LLC	\$457.20	\$171.77
87298	110 - General Fund 420 - WATER 02/02/2012 Paying Fund	Open	110.11000 (Cash) 420.11000 (Cash)	Accounts Payable	PSTC	\$16,371.46 (\$16,199.69)	\$660.00
87299	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	Qualls, Stephen	\$660.00	\$40.00
87300	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	Turlock Firefighters L2434	\$40.00	\$500.00
87301	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	Van Guilder, Allison	\$500.00	\$478.43
87302	110 - General Fund 02/02/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	WILLIAMSON, JUSTIN	\$478.43	\$290.00
Type Check Totals:							\$638,801.40
AP - Accounts Payable Totals							\$638,801.40

Checks	Status	Count	Transaction Amount	Reconciled Amount
Open	Open	90	\$638,801.40	\$0.00

Payment Register

From Payment Date: 1/27/2012 - To Payment Date: 2/2/2012

Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	90	\$638,801.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$638,801.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$638,801.40	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$638,801.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$638,801.40	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	90	\$638,801.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	90	\$638,801.40	\$0.00

DRAFT

5 B1
MINUTES
Special Meeting

JANUARY 12, 2012
5:30 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

1. **CALL TO ORDER** - Mayor Lazar called the meeting to order at 5:52 p.m.
PRESENT: Councilmembers Amy Bublak (by teleconference), Bill DeHart, Mary Jackson,
Forrest White, and Mayor John S. Lazar.
ABSENT: None

2. **PUBLIC PARTICIPATION:** None

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

4. **CLOSED SESSION**
Mayor Lazar introduced the Closed Session Item.

Public Employee Appointment, Cal. Gov't Code §54957
Title: Police Chief

Action: Council provided direction to staff.

5. **ADJOURNMENT:**
Mayor Lazar adjourned the meeting at 8:05 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

DRAFT

-
1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:08 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.
ABSENT: None

B. SALUTE TO THE FLAG

C. SWEARING IN OF NEW POLICE CHIEF

Deputy City Clerk Stacey Tonarelli administered the Oath of Office to City of Turlock Police Chief Robert Jackson. Chief Jackson acknowledged family members who were present, and thanked Mayor Lazar, Councilmembers, and dignitaries for their support.

Mayor Lazar recessed the meeting at 7:20 p.m.

Mayor Lazar reconvened the meeting at 7:40 p.m.

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

- A. Mayor Lazar recognized Interim Police Chief Dave Young and read a Proclamation honoring his service to the City of Turlock.
- B. *Removed for future consideration.*
- C. *Removed for future consideration.*
- D. Mayor Lazar recommended that Aaron Hackler be appointed as the City's representative to the Turlock Mosquito Abatement District Board of Trustees.

Action: Motion by Councilmember Jackson, seconded by Councilmember White, appointing Aaron Hackler to be the City of Turlock's representative to the Turlock Mosquito Abatement District Board of Trustees. Motion unanimously carried.

- E. *Removed from agenda.*

3. **A. SPECIAL BRIEFINGS:**

California State University, Stanislaus, Director of Legislative Affairs Andrew LaFlamme briefed the Council on activities at the University, including Spring semester being in session, the First Annual Science Day Fair held on Saturday, February 11, 2012, and announced the Annual Vines event will be held on March 8, 2012.

California State University, Stanislaus, Governmental Affairs Administrator Sabrina Dominguez, briefed the Council on activities at the University, including homecoming activities scheduled for February 18, 2012, the search for students to serve on the Trustee Board, a resolution recently passed by students in opposition to proposed cuts by Governor Brown to Cal Grants, and a recruitment for Students for Higher Education.

B. STAFF UPDATES

1. Deputy City Clerk Stacey Tonarelli provided information regarding Board, Commission, and Committee vacancies. Councilmember Bublak requested to agendaize an item to discuss a reduction of vacancies on the Arts Commission. Councilmember Jackson indicated she knows of three candidates that will be applying to serve on this commission. Mayor Lazar requested the Chairman of the Arts Commission be invited to participate in the discussion.

C. PUBLIC PARTICIPATION:

Turlock Library Branch Manager Carol Blomquist provided information about upcoming programs and activities at the Turlock Library.

Citizen Gary Doeskle addressed the Council regarding security and large trucks at the 99 Cent Store.

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

Councilmember Bill DeHart identified a Conflict of Interest in regard to Consent Calendar Item 50, noting he knows the claimant.

5. CONSENT CALENDAR:

Mayor Lazar asked that Consent Calendar Item 50 be removed for separate consideration due to a conflict of interest indicated by Councilmember DeHart.

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

- A. **Resolution No. 2012-013** Accepting Demands of 1/5/12 in the amount of \$515,140.37; Demands of 1/12/12 in the amount of \$1,662,231.38; Demands of 1/19/12 in the amount of \$532,874.53
- B. Motion: Accepting Minutes of Special Meeting of January 24, 2012; Accepting Minutes of Regular Meeting of January 24, 2012
- C. 1. Motion: Awarding bid and approving an agreement in the amount of \$985,484 (Fund 215) with George Reed, Inc. of Modesto, California, for City Project 10-65, "Rehabilitation of Golden State Boulevard and West Main Street"
2. **Resolution No. 2012-014** Appropriating \$498,800 to account number 215-40-420.51210 "Rehabilitation of Golden State Boulevard and West Main Street" to be funded via a transfer of Section 2103 Gas Tax monies from Fund 217 "Gas Tax Fund" for City Project No. 10-65, "Rehabilitation of Golden State Boulevard and West Main Street," to complete the necessary funding required for the project

- D. 1. Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$8,031.96 (Fund 420) for City Project No. 10-69, "Donnelly Park Irrigation Pump Stations," bringing the contract total to \$163,158.73
2. Motion: Accepting improvements for City Project No. 10-69, "Donnelly Park Irrigation Pump Stations," and authorizing the City Engineer to file a Notice of Completion
- E. 1. Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$1,092.44 (Fund 217) for City Project No. 11-49, "Stop Sign Upgrade; Fulkerth Road at N. Tegner Road," bringing the contract total to \$15,753.44
2. Motion: Accepting improvements for City Project No. 11-49, "Stop Sign Upgrade; Fulkerth Road at N. Tegner Road," and authorizing the City Engineer to file a Notice of Completion
- F. 1. Motion: Approving Contract Change Order No. 1 in the amount of \$1,216 (Fund 301) for City Project No. 11-59, "Emergency AC Replacement at the Chamber of Commerce," bringing the contract total to \$7,441
2. Motion: Accepting improvements for City Project No. 11-59, "Emergency AC Replacement at the Chamber of Commerce," and authorizing the City Engineer to file a Notice of Completion
- G. **Resolution No. 2012-015** Extending the expiration of the Development Collaborative Advisory Committee (DCAC) as appointed by the Mayor through June 30, 2012, to provide feedback and assistance in serving the Turlock Development Community
- H. 1. **Resolution No. 2012-016** Approving the submittal of an application for grant funds for Sustainable Communities Planning Grant and Incentives Program under the Safe Drinking Water, Water Quality and Supply, Flood Contract, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the update to the East Tuolumne Master Plan
2. **Resolution No. 2012-017** Approving the submittal of an application for grant funds for Sustainable Communities Planning Grant and Incentives Program under the Safe Drinking Water, Water Quality and Supply, Flood Contract, River and Coastal Protection Bond Act of 2006 (Proposition 84) for the Development of a Neotraditional Neighborhood Preservation Overlay Zone and Water Efficient Landscape Manual for Public Landscapes
- I. **Resolution No. 2012-018** Authorizing the sole source repairs to the Vac-Con Combination Cleaner No. CL03-836, in an amount not to exceed \$40,000, with Municipal Maintenance Equipment of Sacramento, California, for the Municipal Services Utilities Division, without compliance to the formal bid procedure in accordance with Section 2-7-08 (b)(2) of the Turlock Municipal Code
- J. 1. Motion: Approving the purchase of one (1) 100 KW trailer mounted generator from Edward R. Bacon of Sacramento, California, for the Municipal Services Division, in an amount not to exceed \$87,382
2. Motion: Rejecting bids with UPS Protection, Industrial Electric, Energy System and California Diesel & Power for RFB 11-232 for being non-compliant with the bid specifications
- K. **Resolution No. 2012-019** Authorizing the Purchasing Officer to dispose of surplus property by any means determined to be in the best interest of the City of Turlock
- L. Motion: Approving the contract between the City of Turlock and the Turlock Umpire Group to officiate adult City League softball games
- M. Motion: Approving an Employment Agreement to be effective February 14, 2012, between Robert A. Jackson and the City of Turlock

- N. Motion: Approving an agreement between the City of Turlock and the Stanislaus County Fairgrounds for the purpose of using the northern parking lot of the Fairgrounds for continued Turlock Police Department motorcycle training from January 1, 2012 through December 31, 2012
- O. Removed for separate consideration.
- P. Motion: Rejecting Claim for Damages filed by Don H. Andrino
- Q. Motion: Rejecting Claim for Damages filed by Walter Borasham
- R. Motion: Rejecting Claim for Damages filed by David Matsumura

Item 50 Motion: Rejecting Claim for Damages filed by Northside Assembly of God

Action: Motion by Councilmember White, seconded by Councilmember Bublak, Rejecting Claim for Damages filed by Northside Assembly of God. Motion carried with Councilmember DeHart not participating.

6. FINAL READINGS: None

7. PUBLIC HEARINGS

- A. Neighborhood Preservation Officer Robert Boyd presented the staff report on the request for approval establishing a lien for payment for the abatement of certain weeds, obnoxious growth and other debris on property and abandoned vehicles that are a nuisance to the public.

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

Action: **Resolution No. 2012-020** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember DeHart, seconded by Councilmember Jackson, and carried unanimously.

8. SCHEDULED MATTERS:

- A. Municipal Services Director Dan Madden presented the staff report on the request to authorize the standardization and procurement of the security system for the Honeywell Prowatch card access system from Microbiz Security Company.

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

Action: **Resolution No. 2012-021** Authorizing the standardization and sole source procurement of the security system for the Honeywell Prowatch card access system from Microbiz Security Company was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

- B. Municipal Services Director Dan Madden presented the staff report on the request to approve the advertisement for construction proposals and the sole source specification of various equipment for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Expansion – Phase 1," and City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline."

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

Action: Motion by Councilmember White, seconded by Councilmember Bublak, Approving the advertisement for construction proposals for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Expansion – Phase 1." Motion carried unanimously.

Resolution No. 2012-022 Authorizing the sole source specification of various equipment at the Turlock Regional Water Quality Control Facility for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Expansion – Phase 1," and City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

- C. Economic Development/Redevelopment Manager Heidi McNally-Dial presented the staff report on the request to authorize the City of Turlock to act as the Governing body for the Successor Agency to the Turlock Redevelopment Agency pursuant to Part 1.85 of Division 24 of the California Health and Safety Code establishing rules and regulations for the operations of the Successor Agency as a new legal entity separate from the City and taking certain actions in connection therewith.

City Manager Roy Wasden briefed the council on the postponement Council Items 2B and 2C, the appointments of the general representative to the Successor Agency and the employee representative to the Successor Agency. He noted that due to the drafting of AB X1 26 there are a number of questions staff continues to work through with regard to the requirements of the appointments.

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

Action: **Resolution No. 2012-023** Authorizing the City of Turlock to act as the Governing body for the Successor Agency to the Turlock Redevelopment Agency pursuant to Part 1.85 of Division 24 of the California Health and Safety Code establishing rules and regulations for the operations of the Successor Agency as a new legal entity separate from the City and taking certain actions in connection therewith was introduced by Councilmember White, seconded by Councilmember Jackson, and carried unanimously.

Adjourn to Successor Agency to the Turlock Redevelopment Agency

Reconvene Turlock City Council Meeting

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Mayor Lazar requested Arts Commission vacancies be agendized at a future meeting at the request of Councilmember Bublak.

Councilmember Jackson requested an item be placed on a future agenda authorizing Council's support for the Perez Assembly Bill which, if passed, would save affordable housing.

Mayor Lazar asked the City Manager to agendize an item in support of the extension of a 1/8 cent sales tax which would fund the Stanislaus County Library.

Councilmember Jackson asked that an item regarding legislative platforms be agendized at a future meeting. City Manager Wasden advised staff would bring this matter forward.

10. COUNCIL COMMENTS:

Mayor Lazar congratulated newly elected Modesto Mayor Garred Marsh.

Councilmember Bublak congratulated Turlock Chamber of Commerce CEO Sharon Silva on being named Chamber Executive of the Year.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session item.

Conference with Labor Negotiators, Cal. Gov't Code §54957.6

Agency Negotiators: Roy W. Wasden

Employee Organization: Turlock Associated Police Officers

Employee Organization: Turlock City Employee Association

Employee Organization: Turlock Firefighters Association. Local 2434

Employee Organization: Turlock Management Association-Public Safety

Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic

Development/Redevelopment, Community Housing Services Manager, Deputy Development Services

Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City

Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire

Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services

Director, Payroll Coordinator, Principal Civil Engineer, Public Facilities Maintenance Manager, Regulatory

Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical

Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality

Control Division Manager

Action: Council provided direction to staff.

12. ADJOURNMENT:

Motion by Councilmember Jackson, seconded by Councilmember DeHart, to adjourn at 8:05 p.m.
Motion carried unanimously.

RESPECTFULLY SUBMITTED

Stacey Tonarelli
Deputy City Clerk

DRAFT



Council Synopsis

5C
February 28, 2012

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

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of \$192,666.35 (Fund 420) with Peterson Excavation of Tuolumne, California, for City Project 10-24, "Well No. 40 Sitework"

2. DISCUSSION OF ISSUE:

On February 2, 2012 Staff received ten bids for City Project No. 10-24, "Well No. 40 Sitework." Peterson Excavation of Tuolumne, California was the lowest responsible bidder with a bid of \$192,666.35.

Bid Summary:

Peterson Excavation	\$192,666.35
B&M Builders	\$255,045.20
Robert Burns Construction	\$262,335.67
Viking General Contractors	\$262,450.00
MCI Engineering	\$277,127.00
Suarez & Munoz Construction	\$277,616.00
George Reed Construction	\$288,305.00
Sinclair	\$293,224.50
K. W. Emerson Inc.	\$304,462.00
Haskell & Haskell	\$328,686.01

This project will construct the site improvements required per the development conditions with permit MAA 2009-01. This project will install curb, gutter and sidewalk along the frontage of the parcel adjacent to S. Walnut Road as well as provide the landscaping per the setback requirements located in the Westside Industrial Specific Plan. This project will address the same requirements that developers are required to do when developing a parcel.

3. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsive bidder.
- B. This project is required to complete the development conditions for the permit MAA 2009-01 and is the second of two phases for the development.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

Goal(s): b. Address Growth-Related Issues (Current and Future):

- ii) Water

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	TID Underground Fees
\$297,561.62	\$192,666.35	\$19,266.64	\$19,266.64	\$66,362.00

The 2011/2012 budget includes \$500,000 in funding in line item number 420-52-551.51270, "Well No. 40" for the proposed work. These funds are specifically for design and construction costs related to the well site work project. Sufficient funds are budgeted for this project.

Staff will bring forward an underground installation agreement between TID and the City at a future Council meeting, however; all costs associated with this agreement have been accounted for in this fiscal impact. The agreement will not incur any cost other than the amount specified with this award of bid.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Mitigated Negative Declaration: The environmental impacts associated with Minor Administrative Approval 2009-01 (Well No. 40) have been reviewed by the City pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA). Based upon analysis, information, and mitigation measures contained in the Initial Study prepared for the proposed

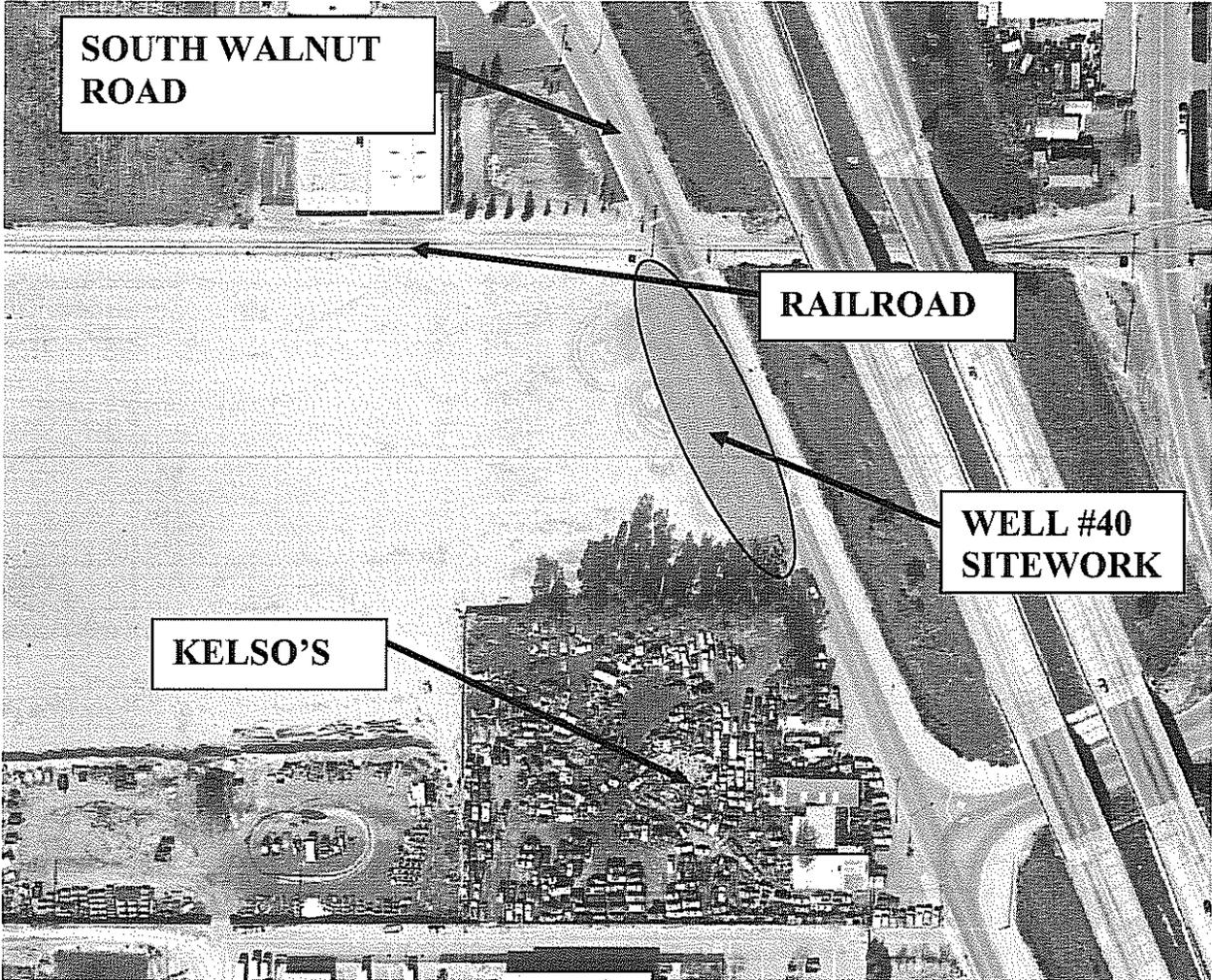
project, it has been determined that no significant environmental impacts are associated with the proposed project. Pursuant to Public Resources Code 21080(c)(2) and 21157.5 of CEQA, the proposed project was analyzed to establish its potential impacts beyond those described in the General Plan Environmental Impact Report and the West Side Industrial Specific Plan Environmental Impact Report. Feasible mitigation measures have been added to the project, in accordance with Public Resources Code 21080(c)(2) and 21157.5 of CEQA, to mitigate identified environmental impacts to a level of insignificance.

On March 27, 2009, a Mitigated Negative Declaration was prepared and posted with the Stanislaus County Clerk, stating that the proposed development would not have a significant effect upon the environment because mitigation measures identified in the General Plan EIR, WISP EIR, Initial Study, and mitigation monitoring program have been added to the project.

7. ALTERNATIVES:

- A. Reject all bids submitted for this project. Staff does not recommend this alternative because the funding is available and the City is required to comply with the conditions set forth in permit MAA 2009-01.
- B. Award project to a bidder that was not the lowest responsive bidder. Staff does not recommend this alternative as the Public Contract Code specifically states that all public contracts must be awarded on the basis of lowest, responsive bidder.

CITY PROJECT NO. 10-24
Well No. 40 SITEWORK



AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 10-24 Well No. 40 Sitework

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

Peterson Excavation Inc.
P O Box 303
Tuolumne, CA 95379

hereinafter called "Contractor" on this 28th day of February, 2012 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On February, 2012, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. Scope Of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: clearing and grubbing existing site, undergrounding overhead utilities, installing landscaping and irrigation, curb, gutter and sidewalk, fire hydrant, and electroliers and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall

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

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

2. The Contract:

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

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

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

3. Schedule:

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

4. Equipment & Performance Of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 10-24, "Well No. 40 Sitework ."**

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

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **One Hundred Ninety Two Thousand Six Hundred Sixty Six**

and 35/100ths Dollars (\$192,666.35). 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 **Forty (40)** 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 **Two Hundred Fifty and no/100ths Dollars (\$250.00)** 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:

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

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.
 - (4) Surety bonds as described below.
 - (5) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).
- (b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
 - (3) Workers' Compensation: As statutorily required by the State of California.
 - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - (5) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.
- (c) Deductibles and Self-Insured Retentions: 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 thirty (30) 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.

(i) Surety Bonds: Contractor shall provide a Performance Bond, and a Payment Bond.

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 Contractor shall give City at least sixty (60) 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. Taxes:

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

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

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

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

28. Notices:

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

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

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

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

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

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 16 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)

CONTRACTOR

CITY OF TURLOCK, a municipal corporation

Print Name

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

Address: _____

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

Phone: _____

APPROVED AS TO FORM:

Date: _____

Federal Tax ID or
Social Security Number: _____

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole Surety, in the State of California, and held and firmly bound unto the City of Turlock, a municipal corporation of the State of California, in the sum of _____ Dollars (\$_____) for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "**City Project No. 10-24, "Well #40 Sitework ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 10-24, "Well #40 Sitework ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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Council Synopsis

5D
February 28, 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	February 28, 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.

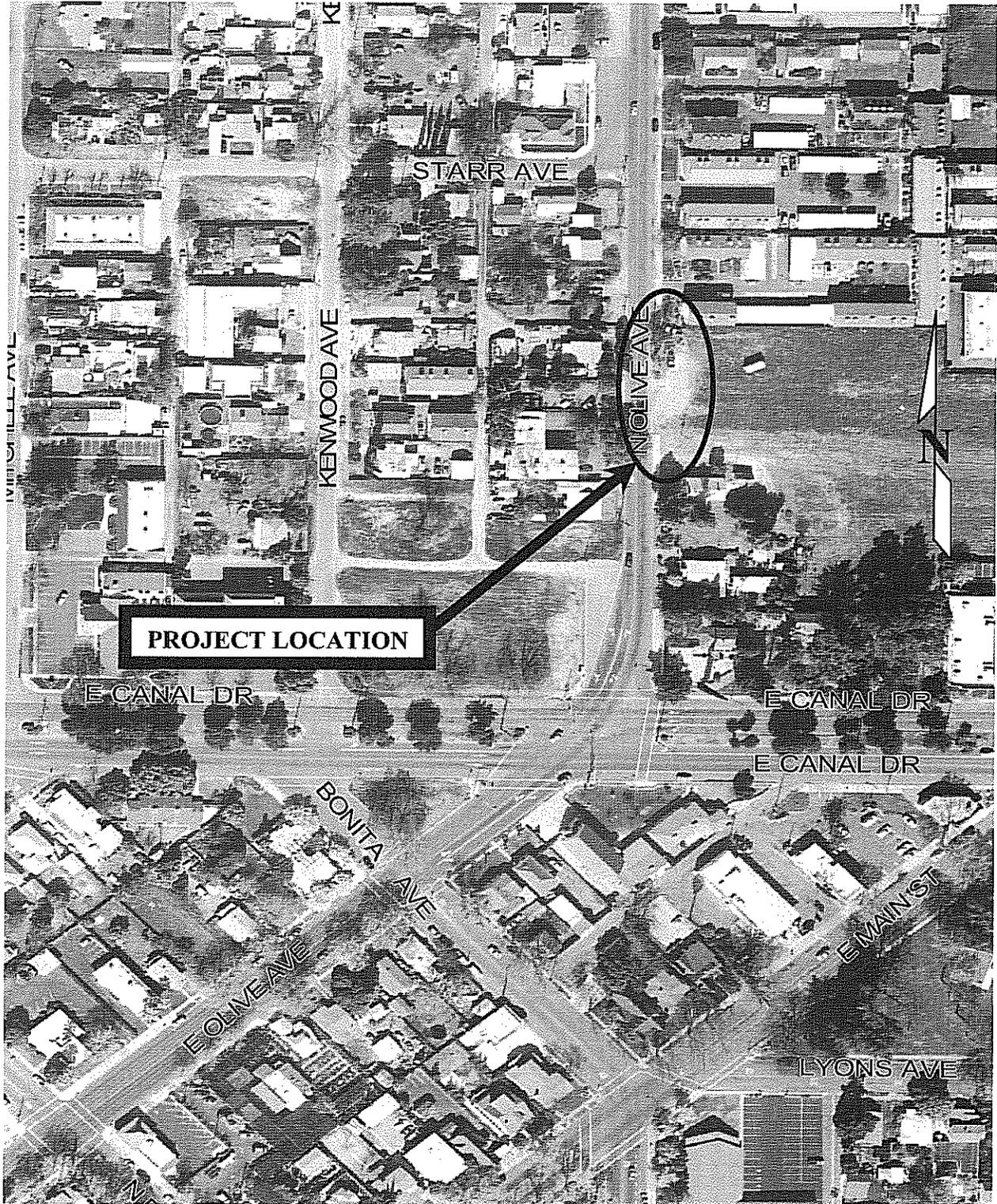
6. ENVIRONMENTAL DETERMINATION:

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

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: 28-Feb-12 Change Order No.: 1 (FINAL)
 Project Name: 906 & 930 North Olive Avenue Sidewalk Improvements

Opinski Construction, Inc Project No.: 10-70
 145 Riggs Avenue, Suite B Contract For: \$30,570.00
 Merced, CA 95340 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
<i>The original contract sum =</i>				\$30,570.00
<i>Net change by previous change orders =</i>				\$0.00
<i>The contract sum will be (increased) by this Change Order =</i>				\$450.00
<i>The new contract sum including this change order will be =</i>				\$31,020.00
<i>The contract time will be changed by (0) working days. The scheduled completion date is unchanged.</i>				

Accepted: _____ Date: _____
Contractor

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

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

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 February 28, 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 February 29, 2012 at Turlock, California, Stanislaus County



Council Synopsis

5E
February 28, 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: Reaffirming the emergency declaration of the City Manager that there is a need to pursue the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility without compliance with the formal competitive bidding procedure for City Project No. 12-24, "TRWQCF Emergency Hot Water Circulation Piping Replacement"

2. DISCUSSION OF ISSUE:

Hot water is provided by boilers and delivered to the digesters in order to maintain a temperature conducive to the digestion process. These pipes are installed in a loop configuration and allow all boilers to simultaneously heat the water that serves the digesters. A looped configuration allows for redundancy and reduces risk to the facility's operations if a boiler becomes non-operational. In early January 2012, Staff discovered a significant loss in pressure in the two (2) four inch (4") diameter ductile iron pipes that carry hot water to and from the plant's boilers and digesters. The pipes were drained and were excavated in a few locations to allow for further inspection. Significant deterioration of the pipe material was visible at the joints due to corrosion because the joints were not wrapped with protective material when the pipe was installed approximately sixteen years ago. The looped hot water circulation piping is currently out of service. In the absence of a working circulation loop, the hot water necessary to the digestion process is currently being provided by an isolated piping system. This method allows the digesters to continue operation, though it is an inefficient system, and there is increased risk that one or more digesters would be taken offline if a single boiler were to fail.

City staff is limited in the amount of repairs that can be performed with its own forces over the length of the affected pipe. Staff requested that the City Manager declare the situation an emergency so that a construction contract may be awarded to an underground construction contractor to replace the leaking hot water pipes without adhering to the formal bid procedure, thereby decreasing the risk that the digestion process be compromised. On January 31, 2012, the City Manager declared an emergency for the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility. Resolution 2010-028 allows 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 when unexpected occurrences require immediate action to mitigate the loss of essential public services.

City Project No. 12-24, "TRWQCF Emergency Hot Water Circulation Piping", is currently in the design phase. Staff will bring forth a motion to award a contract in a future council meeting after the project's design is complete and proposals have been received by select contractors.

3. BASIS FOR RECOMMENDATION:

- A) Per Council Resolution 2010-028, the City Manager has been delegated authority to declare an emergency and order repair or replacement of public facilities. The Council is to review the City Manager's emergency action and vote at every regularly scheduled meeting thereafter that there is a need to continue with the action until the action is terminated.

- B) The sewer treatment process depends on a constant supply of hot water to maintain temperatures conducive to the digestion process. The emergency action allows a construction contract to be awarded without formally advertising for bids, thereby decreasing the risk that digesters become non-operational.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):** b Address growth related issues (current and future)
iii. Wastewater

Timely replacement of the hot water circulation piping will restore the ability of the Turlock Regional Water Quality Control Facility to maintain consistent temperatures within the digesters should a boiler experience a problem and be taken offline.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds will be made available via a transfer from Sewer reserves at the time of the Award of Bid to account number 410-51-534.44030_047 "Emergency Hot Water Loop Replacement".

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

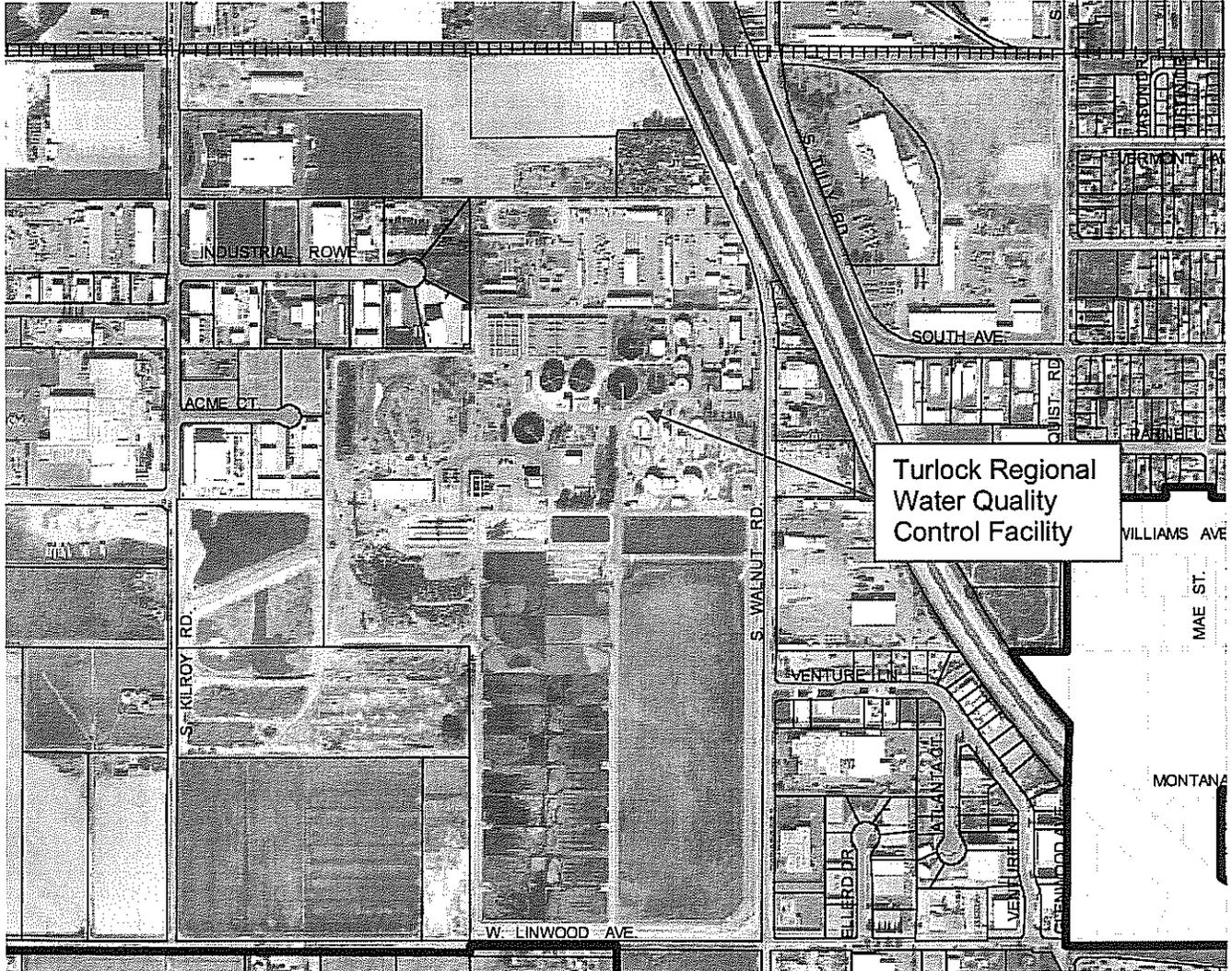
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Not reaffirm the City Manager's determination of the emergency. This action is not recommended by Staff, as an emergency determination will decrease the amount of time needed to award a contract to replace the failed hot water circulation piping.

City Project No. 12-24
TRWQCF Emergency Hot Water Circulation Piping





Council Synopsis

5F

February 28, 2012

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

Prepared by: Wayne York, Engineering Technician II

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 5 (Final) in the amount of \$180,853 (Fund 305) for City Project No. 0704, "Carnegie Facility Reconstruction" bringing the contract total to \$5,337,315

Motion: Accepting improvements for City Project No. 0704, "Carnegie Facility Reconstruction", and authorizing the City Engineer to file a Notice of Completion

Motion: Approving Amendment No. 3 to the Agreement with WMB Architects (City Contract No. 08-511) increasing the total compensation under the contract by \$15,690 for additional design and project administration services

2. DISCUSSION OF ISSUE:

On April 13, 2010, Council awarded a contract in the amount of \$5,109,000 to EMJ Corporation of Sacramento, CA, for City Project No. 0704 "Carnegie Facility Reconstruction". On January 11, 2011, Council approved Amendment No. 1 to the contract which, among other things, changed references from "working days" to "calendar days".

Listed below is the change order history:

Change Order History	Amount	City Council Meeting
Original Contract	\$5,109,000	April 13, 2010
Change Order No. 1	\$22,162	January 11, 2011
Change Order No. 2	\$37,716	March 22, 2011
Change Order No. 3	\$63,450	June 14, 2011
Change Order No. 4	(\$75,866)	October 11, 2011
Change Order No. 5	\$180,853	February 28, 2012
Adjusted Contract Total	\$5,337,315	

Change Order No. 5 (Final) includes:

COR 63 – Additional platforms and catwalks were required on-site for safety reasons. The Contractor was directed to make these changes.

COR 64 – The lower lights in Room No. 116 required an additional Uni-Strut rack to be mounted below the duct work for proper securing of the lights. This rack was not originally included in the bid documentation.

COR 65 – Additional access panels were required throughout the project for safety reasons. The Contractor was directed to make these changes.

COR 66 – The mounting assembly for the track lighting at the lower level gallery had to be modified to allow for operation as originally designed.

COR 68 – The elevator sub-contractor was expected to visit the site once, but had to return to the site on a separate occasion to complete installation and testing of the elevator since the phone line was not operational during the first visit. This testing of the elevator phone is a required component of the installation. This change order is for the additional costs associated with mobilization.

COR 69 – The kitchen area of the facility has gone through several revisions during the life of the project. Some of these changes were due to requirements of Stanislaus County, which Staff and the Architect worked to correct, while others were related to design issues from the Architect. The last revision was finally completed in January 2012. A partial reimbursement from the Architect for costs associated with this item is included in Amendment No. 3 with WMB Architects, which is described below.

COR 70 – (4) additional Tactile Exit Signs and (2) additional Tactile Exit Route Signs were required.

Though the Carnegie Facility received beneficial occupancy on August 8, 2011, City staff has been frustrated by the final project progress since that time. In addition, there have been disagreements related to several of the change order requests submitted by the Contractor.

On February 1, 2012, City staff and the Contractor, along with the legal representatives for both sides, met to discuss project progress and settlement negotiations. As a result, the City agreed to pay for a portion of disputed change order requests and reverse the liquidated damages previously assessed. The details of this arrangement are listed in the associated settlement agreement.

Amendment No. 3 to Agreement with WMB Architects

Throughout the project Staff has requested certain design elements be changed. These changes resulted in costs borne by the Architect, such as the redesign of the entrance to the Carnegie Gallery and the Studios, which left the existing brick exposed. The installation of a humidifying system, which was not a part of the original design, required the Architect to redesign and coordinate with the mechanical engineer for completion.

In addition, the Architect's original agreement provided for limited construction administration services. These services were proposed for a period of twelve months, as the project was not expected to extend beyond that time. However, due to a variety of reasons the project has extended well beyond the original time frame and the Architect has continued to provide these services in good faith. This change in scope, as well as the changes in scope listed previously, has resulted in a total increase of \$24,130 to the Agreement.

However, Staff has also identified a list of change order requests in which Staff believes the Architect bore at least partial responsibility for the change, which led Staff to seek reimbursement for a reasonable portion of these costs. Though the Architect denies responsibility for any costs, Staff has reached an agreement with the Architect for a credit in the amount of \$8,440, which lowers the cost of this amendment from \$24,130 to \$15,690. Staff is confident that this amount is a fair and reasonable payment for services rendered.

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.
- C) Each of the listed change order requests have been reviewed and approved by the project manager, City Engineer, and WMB Architects, the firm hired to provide, among other things, construction administration services for this project.
- D) A Notice of Completion is required to be filed at the conclusion of a project pursuant to the Public Contracts Code.

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

- Goal(s):**
- a. Community Infrastructure
 - iii. Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees

- c. Cultural Arts and Tourism
 - i. Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities, and special events.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 305-040-442.51270 and are available for contingencies such as this Contract Change Order No. 5 (Final). The original contract amount of \$5,109,000 will be increased in the amount of \$228,315, bringing the total contract to \$5,337,315.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

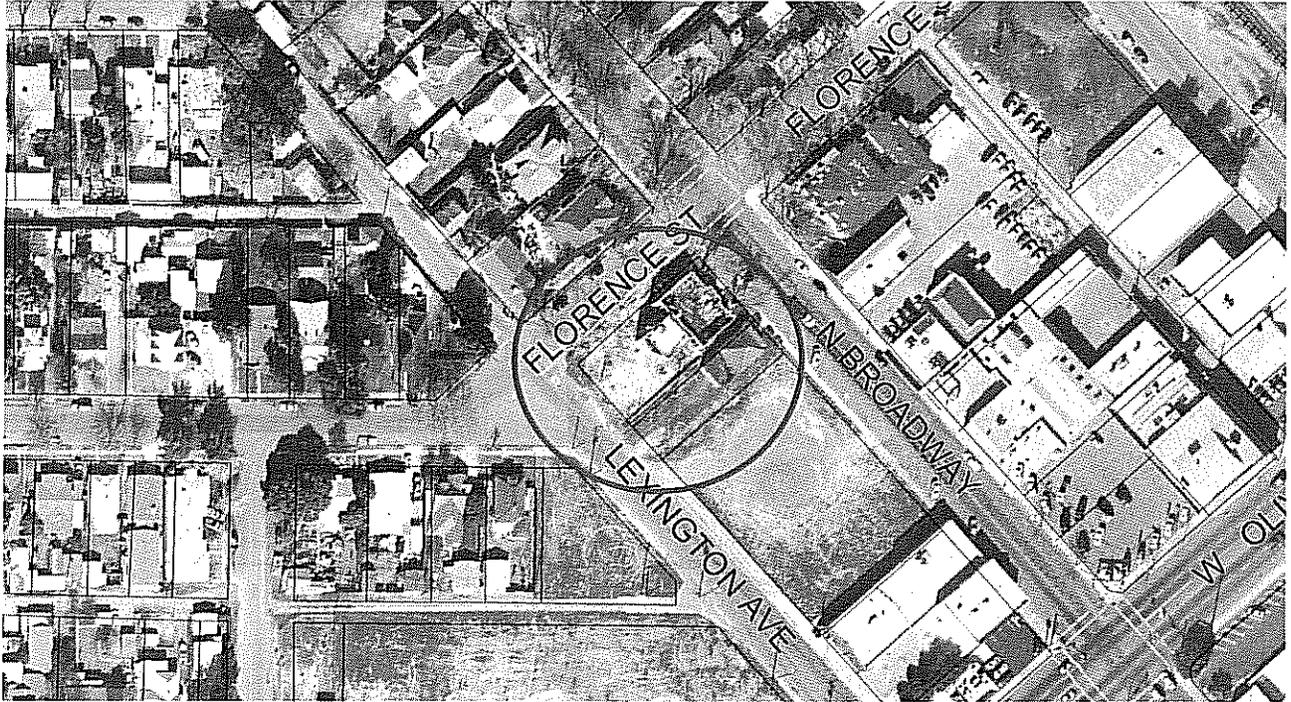
6. ENVIRONMENTAL DETERMINATION:

N/A

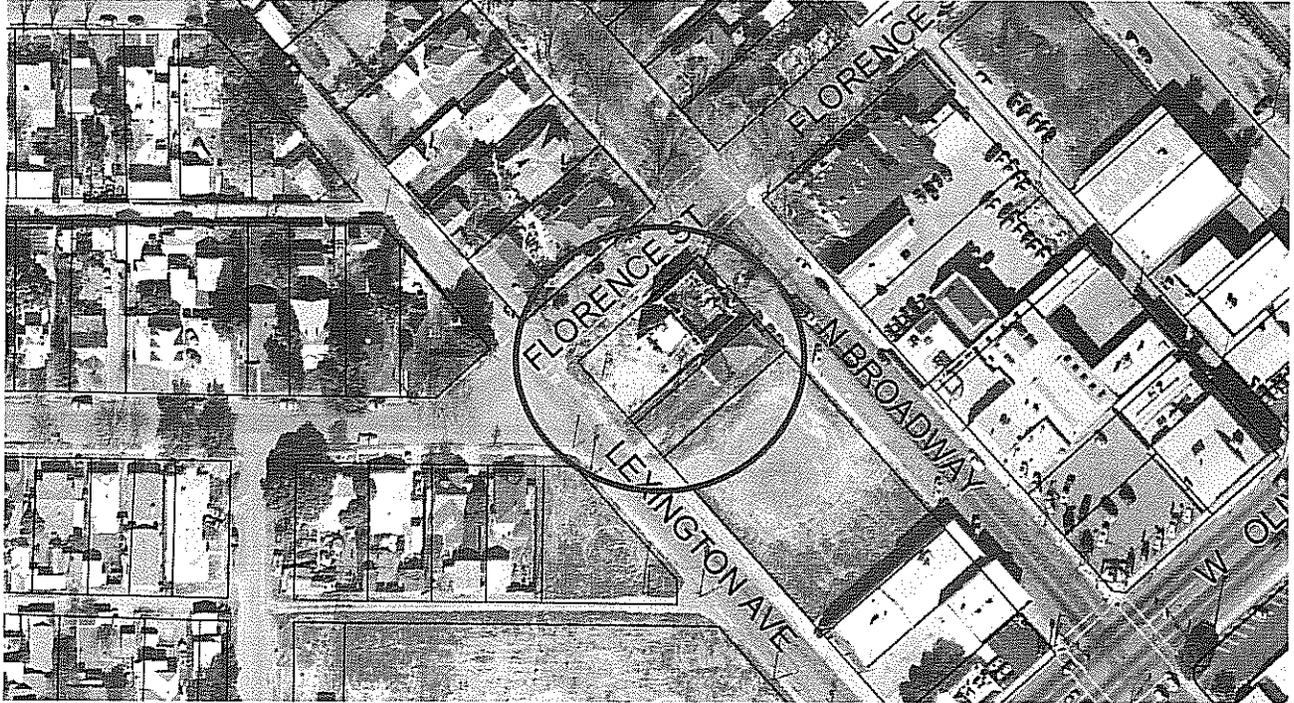
7. ALTERNATIVES:

- A) Reject Change Order No. 5 (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. 0704
"Carnegie Facility Reconstruction"



City Project No. 0704
"Carnegie Facility Reconstruction"



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. 0704
CARNEGIE ARTS CENTER RECONSTRUCTION**

Notice is hereby given that work on the above-referenced project, located within the City of Turlock's right-of-way at 250 N. Broadway, was completed by the undersigned agency on February 28, 2012. The contractor of work was EMJ Corporation, 2400 Del Paso Rd., Suite 200, Sacramento, CA, 95834, 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, P.E.
CITY ENGINEER
OWNER'S AGENT

Executed on February 29, 2012 at Turlock, California, Stanislaus County



**AMENDMENT NO. 3
to
Agreement
between
CITY OF TURLOCK
and
WENELL MATTHEIS BOWE, INC.**

THIS AMENDMENT NO. 3, dated February 28, 2012, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **WENELL MATTHEIS BOWE, INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated March 11, 2008, whereby CONTRACTOR would perform architectural design services, Carnegie Arts Rebuild, City Project No. 0704, (hereinafter the "Agreement"); and

WHEREAS, on January 13, 2009, the parties entered into Amendment No. 1 to the Agreement, whereby CONTRACTOR was to perform additional work in accordance with Exhibit A to Amendment No. 1; and

WHEREAS, on April 13, 2010, the parties entered into Amendment No. 2 to the Agreement, whereby CONTRACTOR was to perform additional work in accordance with Exhibit A to Amendment No. 2.

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

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

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

In addition to the Scope of Work attached as Exhibit A to the Agreement, Exhibit A to Amendment No. 1 and Exhibit A to Amendment No. 2, CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in Amendment No. 1, the scope of services set forth in Amendment No. 2, and the added scope of services attached to this Amendment No. 3 as

OK for Agenda
Pum

Exhibit A, which are necessary and required to provide redesign services for the front entrance to the facility, the addition of a humidifying system, and extended construction administration services, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3."

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

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Fifteen Thousand Six Hundred Ninety and No/100^{ths} Dollars (\$15,690.00) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 shall not exceed Six Hundred Fifty-nine Thousand One Hundred Forty-five and No/100^{ths} Dollars (\$659,145.00); plus reimbursable expenses estimated at Twenty Thousand Three Hundred and No/100^{ths} Dollars (\$20,300.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3."

3. Paragraph 6 of the Agreement is amended to read as follows:

"6. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect until February 29, 2012.

4. Paragraph 7(a) of the Agreement is amended to read as follows:

"7.(a) **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, including the cost to defend, CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, or its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence or willful misconduct of the CITY."

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

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

CITY OF TURLOCK

WENELL MATTHEIS BOWE, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

APPROVED AS TO SUFFICIENCY:

Print Name: _____

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

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



WMB ARCHITECTS

Change in Project Scope

T 209.944.9110
F 209.944.5711

SCOPE NUMBER: 3
 PROJECT NAME: Carnegie Arts Center
 PROJECT NUMBER: 07-03
 INITIATION DATE: March 31, 2011
 CONTRACT DATE: March 11, 2008
 OWNER: City of Turlock
 156 S. Broadway, Ste 150
 Turlock CA 95380

Proposed Change In Project Scope

Entrance redesign. See Scope Change 3 letter for further description of services to be provided.

Change in Architectural / Engineering Contract Fees:

• The Original Fee*	\$645,300
• The previous scope changes	<u>\$18,455</u>
• The fee prior to this scope change	\$663,755
• The fee will be increased by	<u>\$4,700</u>
• The new fee	\$668,455

COMMENTS:

**Fixed fee of \$625,000 plus reimbursable expenses not to exceed \$20,300*

Architect Signature: _____

Date: March 31, 2011

Owner Signature: _____

Date: _____



WMB ARCHITECTS

246 East Main Street
Stockton CA 95202

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

April 1, 2011

Eric Picciano, Senior Engineer
CITY OF TURLOCK
156 S. Broadway, Suite 150
Turlock, CA 95380

SUBJECT: TURLOCK CARNEGIE ARTS CENTER
SCOPE CHANGE 3 - ENTRANCE REDESIGN

Dear Eric

Attached is a Change in Project Scope #3 to re-design the entrance to the Carnegie Gallery and the Studios to leave the existing brick exposed. This will require revising interior elevations, floor plan and reflected ceiling plan to illustrate where the changes in details will take place, and an addition of approximately ten new door and expansion joint details. We anticipate the additional time to be:

Design	10 hrs @ \$160/hour	\$1,600
Drafting	20 hrs @ \$85/hour	<u>\$1,700</u>
		\$3,300

For the benefit of the project we previously provided alternate expansion joint details, now of no value. The time expended for that effort was:

Design	4 hrs @ \$160/hour	\$640
Drafting	8 hrs @ \$85/hour	<u>\$680</u>
		\$1,320

We request a Change of Project Scope for this work of \$4,620 plus reimbursable expenses of \$80 for a total of \$4,700. Thank you for your consideration.

Sincerely,

WMB Architects Inc.



Larry Wenell, Architect
Resident



WMB ARCHITECTS

T 209.944.9110
F 209.944.5711

Change in Project Scope

SCOPE NUMBER: 4
PROJECT NAME: Carnegie Arts Center
PROJECT NUMBER: 07-03
INITIATION DATE: March 31, 2011
CONTRACT DATE: March 11, 2008
OWNER: City of Turlock
156 S. Broadway, Ste 150
Turlock CA 95380

Proposed Change in Project Scope

Addition of humidifying system for the main gallery space. See Scope Change 4 letter for further description of services to be provided.

Mechanical Engineer \$1,650
WMB Architects: \$ 980

Change in Architectural / Engineering Contract Fees:

- The Original Fee* \$645,300
- The previous scope changes \$23,155
- The fee prior to this scope change \$668,455
- The fee will be increased by \$2,630
- The new fee \$671,085

COMMENTS:

**Fixed fee of \$625,000 plus reimbursable expenses not to exceed \$20,300*

Architect Signature:  Date: March 31, 2011

Owner Signature: _____ Date: _____



WMB ARCHITECTS

246 East Main Street
Stockton CA 95202

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

April 1, 2011

Eric Picciano, Senior Engineer
CITY OF TURLOCK
156 S. Broadway, Suite 150
Turlock, CA 95380

SUBJECT: TURLOCK CARNEGIE ARTS CENTER
SCOPE CHANGE 4 – HUMIDIFYING SYSTEM

Dear Eric

Attached is a Change in Project Scope #3 to add a humidifying system for the main gallery space. The proposed fee for this work is:

Alexander Scheflo & Assoc.		\$1,650
Mechanical Engineer		
WMB Architects – Coordination/ Direction for	4 hrs @ \$160/hr	\$640
installation, plumbing and electrical	4 hrs @ \$85/hr	<u>\$340</u>
requirements		
		\$2,630

This proposal assumes that the in-line duct humidifier will not require additional or unusual structural support. No structural engineering fees are proposed.

Thank you for your consideration.

Sincerely,

WMB Architects Inc.



Larry Wenell, Architect
President



WMB ARCHITECTS

T 209.944.9110
F 209.944.5711

Change in Project Scope

SCOPE NUMBER: 5
PROJECT NAME: Carnegie Arts Center
PROJECT NUMBER: 07-03
INITIATION DATE: March 31, 2011
CONTRACT DATE: March 11, 2008
OWNER: City of Turlock
156 S. Broadway, Ste 150
Turlock CA 95380

Proposed Change in Project Scope

Three months of additional construction administration services. See Scope Change 5 letter dated March 31, 2011.

Change In Architectural / Engineering Contract Fees:

- The Original Fee* \$645,300
- The previous scope changes \$25,785
- The fee prior to this scope change \$671,085
- The fee will be increased by \$16,800
- The new fee \$687,885

COMMENTS:

**Fixed fee of \$625,000 plus reimbursable expenses not to exceed \$20,300*

Architect Signature: _____

Date: March 31, 2011

Owner Signature: _____

Date: _____



WMB ARCHITECTS

246 East Main Street
Stockton CA 95202

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

April 1, 2011

Eric Picciano, Senior Engineer
CITY OF TURLOCK
156 S. Broadway, Suite 150
Turlock, CA 95380

SUBJECT: TURLOCK CARNEGIE ARTS CENTER
SCOPE CHANGE 5 - EXTENDED CONSTRUCTION ADMINISTRATION SERVICES

Dear Eric

At the beginning of this project, knowing that there was not going to be a construction administrator on this project, we proposed enhanced construction administration services which were not approved.

Therefore, we proceeded with our construction administration services per our contract proposal; meeting twice a month for a construction duration of 12 months. In reality, in order to service this contract to a level we saw as appropriate, we have attended many more meetings at the contractor's and City's request and have incurred significant fee overruns.

As of our last invoice cutoff of March 20, we have expended \$102,862 and billed \$62,552 for a loss of \$40,310. Our remaining construction administration fee of \$6,448 plus \$2,399 in reimbursable expenses will take us through our April 20th billing cycle.

We have not seen an updated schedule, but we anticipate that there will be three more months of work to complete the construction, including all the project punch lists and close out. Therefore, we are requesting a Change in Project Scope for the three additional months of construction administration – 3 x \$5,600/month = \$16,800.

Thank you for your consideration.

Sincerely,

WMB Architects Inc.


Larry Wenell, Architect
President



**Council
Synopsis**

5G

February 28, 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 \$482,602.60 (Fund 306) with Floyd Johnston Construction Co., Inc., of Clovis, California, for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"

2. DISCUSSION OF ISSUE:

On February 2, 2012, eight (8) bids were received for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street". Floyd Johnston Construction Co., Inc. of Clovis, California, was the lowest responsible bidder with a bid in the amount of \$482,602.60.

Bid Summary:

COMPANY NAME	BID AMOUNT
Floyd Johnston Construction Co., Inc.	\$482,602.60
Conco West, Inc.	\$553,676.00
Sierra National Construction, Inc.	\$563,600.00
Sierra Mountain Construction	\$561,611.00
Koch & Koch Inc.	\$566,455.00
Mozingo Construction, Inc.	\$577,380.00
Cox & Cox Construction, Inc.	\$696,375.50

Note: A proposal was received by Rolfe Construction in the amount of \$458,390, though it was deemed unresponsive due to a Bidder's Bond not being provided.

Staff has witnessed extensive surface ponding in this neighborhood during storm events. The storm water level has reached near to the elevation of garages in this neighborhood. This project will substantially decrease surface ponding of this neighborhood by conveying storm water to an existing storm drain basin on the west side of Golden State Boulevard.

Council has approved the sole source purchase of two (2) 30 horsepower Flygt brand pumps by separate action on June 14, 2011. The construction contractor will install these pumps as part of this project.

An Underground Electrical Extension Agreement will be brought before Council in a future meeting for approval. This agreement will allow electrical power to be provided to the new pump station.

3. BASIS FOR RECOMMENDATION:

- A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
- B) Council approved the sole source purchase of the pumps for this project by separate action on June 14, 2011.
- C) This project will improve the storm drain system in this area and substantially decrease surface ponding of streets and residential properties.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)

vi. Storm water management

This project will increase the City's ability to effectively manage storm water.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

This project has been in planning and design since fiscal year 2009/2010. The costs listed below are specific to fiscal year 2011/2012 and beyond.

Contractor Bid Cost:	\$482,602.60
Construction Contingency:	\$48,000.00
Easement Purchase:	\$38,000.00
Preliminary Engineering:	\$17,880.00
Construction Engineering & Inspection:	\$35,000.00
Planning Permit:	\$700.00
T.I.D. Electrical Fee:	\$8,047.00
Materials Testing (Kleinfelder West, Inc.):	\$17,000.00
Total Amount:	\$647,229.60

A sole source purchase of two (2) 30 horsepower pumps for \$60,000 was approved by Council in connection with this project. The pump purchase was made in fiscal year 2010/2011.

The 2011/2012 budget includes \$741,700 in funding in line item number 3-6-40-457.51270, "Storm Pump Station @ Tegner & Paseo" for the proposed work. These funds are specifically for design and construction costs related to the pump station project. Sufficient funds are budgeted for this project.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funds are budgeted and available.

City Project No. 0939
Storm Drain Pump Station at North Tegner Road and Sandstone Street



CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Storm Drain Pump Station at North Tegner Road and Sandstone Street
 PROJECT NUMBER: 0939
 BID OPENING: February 2, 2012
 2:00 P.M.
 APPARENT LOW BIDDER: Floyd Johnson Const. Co., Inc.
 ANTICIPATED COUNCIL AWARD DATE: February 28, 2012

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S ESTIMATE				Reifs Construction			Floyd Johnson Construction Company, Inc.			Conson West, Inc.			Sturm National Construction, Inc.		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	REMOVE EXISTING FACILITIES	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	CONSTRUCTION PROJECT SIGN	LS	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
4	WATER POLLUTION CONTROL	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
5	TRAFFIC CONTROL SYSTEM	LS	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
6	DEWATERING	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
7	CLEARING AND GRUBBING	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
8	STORM DRAIN PIPE (30")	LF	554	\$125.00	\$69,250.00	\$110.00	\$60,940.00	\$128.50	\$71,189.00	\$140.00	\$77,560.00	\$150.00	\$83,100.00	\$160.00	\$89,080.00	\$175.00	\$97,125.00	\$185.00	\$102,625.00
9	STORM DRAIN MANHOLE (48")	EA	2	\$5,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
10	STORM DRAIN MANHOLE (60")	EA	3	\$6,000.00	\$18,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
11	STORM DRAIN MANHOLE (60") WITH EXISTING UTILITY ADJUSTMENTS	EA	1	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
12	STORM DRAIN PIPE (48")	LF	116	\$70.00	\$8,120.00	\$70.00	\$8,120.00	\$70.00	\$8,120.00	\$70.00	\$8,120.00	\$70.00	\$8,120.00	\$70.00	\$8,120.00	\$70.00	\$8,120.00	\$70.00	\$8,120.00
NEW PUMP STATION AND FORCE MAIN																			
13	EARTHWORK	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
14	SHORING	LS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
15	REINFORCED CONCRETE PUMP VAULT STRUCTURE	LS	1	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00
16	REINFORCED CONCRETE VALVE PIT STRUCTURE	LS	1	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
17	MINOR CONCRETE (6" REINFORCED PUMP STATION TOP SLAB)	SF	372	\$20.00	\$7,440.00	\$20.00	\$7,440.00	\$16.00	\$5,952.00	\$16.00	\$5,952.00	\$10.00	\$3,720.00	\$10.00	\$3,720.00	\$10.00	\$3,720.00	\$10.00	\$3,720.00
18	MINOR CONCRETE (6" CONCRETE DRIVE AISLE)	SF	625	\$10.00	\$6,250.00	\$10.00	\$6,250.00	\$14.00	\$8,750.00	\$14.00	\$8,750.00	\$10.00	\$6,250.00	\$10.00	\$6,250.00	\$10.00	\$6,250.00	\$10.00	\$6,250.00
19	STEEL GRATE COVER SYSTEM	LS	1	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00	\$6,250.00
20	STORM DRAIN PIPE (6")	LF	13	\$25.00	\$325.00	\$30.00	\$390.00	\$26.00	\$338.00	\$26.00	\$338.00	\$35.00	\$455.00	\$35.00	\$455.00	\$35.00	\$455.00	\$35.00	\$455.00
21	STORM DRAIN INLET AND GRATE	EA	1	\$300.00	\$300.00	\$300.00	\$300.00	\$1,400.00	\$1,400.00	\$1,400.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	
22	ELECTRICAL SERVICE EXTENSION TO TRANSFORMER	LS	1	\$23,000.00	\$23,000.00	\$12,000.00	\$12,000.00	\$17,065.00	\$17,065.00	\$17,065.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	\$34,000.00	
23	TRANSFORMER PAD WITH BOLLARDS	LS	1	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$5,335.00	\$5,335.00	\$5,335.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
24	ELECTRICAL SYSTEM	LS	1	\$13,000.00	\$13,000.00	\$44,000.00	\$44,000.00	\$10,930.00	\$10,930.00	\$10,930.00	\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00	\$58,000.00
25	PUMP STATION CONTROLS	LS	1	\$27,000.00	\$27,000.00	\$15,000.00	\$15,000.00	\$27,075.00	\$27,075.00	\$27,075.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	\$2,800.00	
26	STORM DRAIN PUMP STATION	LS	1	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	
27	DUCTILE IRON PIPE (12")	LF	34	\$200.00	\$6,800.00	\$100.00	\$3,400.00	\$290.00	\$9,860.00	\$250.00	\$8,500.00	\$250.00	\$8,500.00	\$250.00	\$8,500.00	\$250.00	\$8,500.00	\$250.00	\$8,500.00
28	DUCTILE IRON 90 DEGREE ELBOW (12")	EA	2	\$90.00	\$180.00	\$100.00	\$200.00	\$75.00	\$150.00	\$75.00	\$150.00	\$75.00	\$150.00	\$75.00	\$150.00	\$75.00	\$150.00	\$75.00	\$150.00
29	CHECK VALVE (12")	EA	2	\$3,500.00	\$7,000.00	\$2,000.00	\$4,000.00	\$1,450.00	\$2,900.00	\$1,450.00	\$2,900.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00
30	GATE VALVE (12")	EA	2	\$2,500.00	\$5,000.00	\$2,000.00	\$4,000.00	\$2,400.00	\$4,800.00	\$2,400.00	\$4,800.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00	\$1,400.00	\$2,800.00
31	PIPE SUPPORT	EA	4	\$1,000.00	\$4,000.00	\$300.00	\$1,200.00	\$720.00	\$2,880.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00	\$300.00	\$1,200.00
32	DUCTILE IRON 45 DEGREE ELBOW (12")	EA	4	\$750.00	\$3,000.00	\$300.00	\$1,200.00	\$850.00	\$3,400.00	\$850.00	\$3,400.00	\$325.00	\$1,300.00	\$325.00	\$1,300.00	\$325.00	\$1,300.00	\$325.00	\$1,300.00
33	DUCTILE IRON 12x12x12 WYE (12")	EA	1	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	
34	DUCTILE IRON INCREASER (12" x 14")	EA	1	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$750.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	
35	DUCTILE IRON PIPE (14")	LF	5	\$250.00	\$1,250.00	\$100.00	\$500.00	\$425.00	\$2,125.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$200.00	\$1,000.00
36	DUCTILE IRON 45 DEGREE ELBOW (14")	EA	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,650.00	\$1,650.00	\$1,650.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	\$700.00	
37	STORM DRAIN FORCE MAIN PIPE (14")	LF	640	\$60.00	\$38,400.00	\$60.00	\$38,400.00	\$63.70	\$40,768.00	\$65.00	\$41,600.00	\$65.00	\$41,600.00	\$65.00	\$41,600.00	\$65.00	\$41,600.00	\$65.00	\$41,600.00
38	DUCKBILL CHECK VALVE (14")	EA	1	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$7,250.00	\$7,250.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
39	CONCRETE ROCK SLOPE PROTECTION	SF	220	\$20.00	\$4,400.00	\$50.00	\$11,000.00	\$18.00	\$3,960.00	\$20.00	\$4,400.00	\$30.00	\$6,600.00	\$30.00	\$6,600.00	\$30.00	\$6,600.00	\$30.00	\$6,600.00
40	BACKFILL AND COMPACT WATERLINE FLOW CONTROL STRUCTURE	LS	1	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$9,125.00	\$9,125.00	\$9,125.00	\$9,125.00	\$9,125.00	\$9,125.00	\$9,125.00	\$9,125.00	\$9,125.00	\$9,125.00	\$9,125.00	
41	REINFORCED CONCRETE BOX CULVERT (6' x 8')	LS	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,995.00	\$10,995.00	\$10,995.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	
42	MINOR CONCRETE (6" REINFORCED CONCRETE TOP SLAB)	SF	94	\$37.00	\$3,478.00	\$50.00	\$4,700.00	\$75.20	\$7,069.20	\$75.20	\$7,069.20	\$35.00	\$3,290.00	\$35.00	\$3,290.00	\$35.00	\$3,290.00	\$35.00	\$3,290.00
43	MINOR CONCRETE (12" REINFORCED CONCRETE BOTTOM SLAB)	SF	94	\$54.00	\$5,076.00	\$50.00	\$4,700.00	\$71.20	\$6,692.80	\$71.20	\$6,692.80	\$25.00	\$2,350.00	\$25.00	\$2,350.00	\$25.00	\$2,350.00	\$25.00	\$2,350.00
44	DOUBLE DOOR ACCESS COVER (36" X 48")	EA	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,840.00	\$1,840.00	\$1,840.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	\$2,700.00	
45	ELECTRIC ACTUATED CANAL GATE (18")	EA	1	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$10,700.00	\$10,700.00	\$10,700.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	\$14,500.00	
46	ELECTRICAL SERVICE EXTENSION	LS	1	\$21,000.00	\$21,000.00	\$10,000.00	\$10,000.00	\$13,170.00	\$13,170										

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 0939

Storm Drain Pump Station
at North Tegner Road and Sandstone Street

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

Floyd Johnston Construction Company, Inc.
2301 Herndon
Clovis, CA 93611

hereinafter called "Contractor" on this 28th day of February, 2012 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On February 28, 2012, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. **Scope of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Construction of storm drain manholes, storm drain gravity pipe, flow control structure with electric motor actuator, concrete pump vault,

stilling well with level transducer, steel grate system, install two (2) 30 horsepower submersible storm drain pumps (owner provided material), guide rails, control valves, valve vault, pipe fittings, electrical service facilities, electrical engineering for connecting power to pumps, electrical connections, design of pump station controls, pump control/electrical pedestal, discharge force main piping, concrete pump station pad, slope protection of an existing storm drain retention basin, and related earthwork, grading, and surface repairs and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

Design-Build

The contractor shall provide design-build services for the electrical service and pump station controls. The contractor shall provide an electrical one-line diagram, electrical panel load calculations, control schematics, and any incidentals needed to design and furnish the electrical service and pump station controls complete and in place. The contractor shall submit electrical drawings for approval by city personnel prior to installation.

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

2. The Contract:

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

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

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

3. Schedule:

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

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

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street."**

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 **Four Hundred Eighty Two Thousand, Six Hundred Two and 60/100ths Dollars (\$482,602.60)**. 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 **Sixty (60)** 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 **Eight Hundred** and no/100ths Dollars (**\$800.00**) 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:

Concurrently with the execution hereof, Contractor shall furnish on the forms provided (1) a surety bond in an amount equal to at least one hundred percent (100%) of the contract

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

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.
- (4) Surety bonds as described below.
- (5) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

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

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

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

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

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

(5) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.

(c) Deductibles and Self-Insured Retentions: 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 thirty (30) 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.

(i) Surety Bonds: Contractor shall provide a Performance Bond, and a Payment Bond.

(j) Additional Insured: The policies of insurance so required to be purchased and maintained with respect to insurance required by section 22 of the Agreement, shall list as an additional insured, the property owner, Piro Enterprises, Inc., and include coverage for the respective officers, directors, partners, employees, agents, of additional insured, and

the insurance afforded to this additional insured shall provide primary coverage for all claims covered thereby.

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 Contractor shall give City at least sixty (60) 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. Taxes:

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

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

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

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

28. Notices:

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

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

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

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

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

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 19 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)

CONTRACTOR

CITY OF TURLOCK, a municipal corporation

Print Name

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

Address: _____

Michael G. Pitcock, PE

Director of Development Services / City

Engineer

Phone: _____

APPROVED AS TO FORM:

Date: _____

Federal Tax ID or

Social Security Number: _____

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal,
and _____, incorporated under the
laws of the State of _____, and authorized to execute bonds and
undertakings as sole Surety, in the State of California, and held and firmly bound unto the City
of Turlock, a municipal corporation of the State of California, in the sum of
_____ Dollars (\$_____) for
the payment thereof, well and truly to be made, said Principal and Surety bind themselves,
their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has
entered, or is about to enter, into a certain contract with the City of Turlock, entitled
"Agreement for **City Project No. 0939, "Storm Drain Pump Station at North Tegner
Road and Sandstone Street,"** a true and correct copy of which agreement is presently on
file in the office of the City Clerk of the City of Turlock, which said agreement is hereby
referred to and made a part hereof.

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

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

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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



Council Synopsis

February 28, 2012

5H

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

Prepared by: Rich Fultz
Development Services Supervisor / City Land Surveyor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 68-42 and adopting a new policy authorizing the City Clerk to sign documents conveying interest in real estate to the City of Turlock for public use

2. DISCUSSION OF ISSUE:

It was recently discovered that the authority granted by Resolution No. 68-42 was not the common practice of staff.

Resolution No. 68-42 adopted on April 2, 1968, authorized the City Clerk to accept and consent to all deeds and grants conveying any interest in or easement upon real estate to the City of Turlock for public purposes. However the Resolution continued to state that, the City Clerk shall not accept and consent to all deeds and grants conveying any interest in or easement upon real estate to the City of Turlock for public purposes, without written consent from the City Attorney and the City Manager.

Upon discovering that Resolution No. 68-42 required the signatures of the City Clerk, City Attorney and the City Manager, staff modified documents to include all three signatures.

In an effort to be more time and cost efficient, staff is proposing that City Council rescind Resolution No. 68-42 and approve a subsequent Resolution to authorize the City Clerk to accept and consent to all deeds and grants conveying any interest in or easement upon real estate to the City of Turlock for public purposes without the requirement of written consent from the City Attorney and the City Manager.

3. BASIS FOR RECOMMENDATION:

- A. Conveyances of any interest in or easement upon real estate to the City of Turlock for public purposes are approved by City Council with purchase agreements or as a condition of development projects.

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY:

Goal(s): a. Create an efficient yet effective City government organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject the resolution to rescind Resolution No. 68-42. This option is not recommended due to increased staff time necessary to obtain the additional signatures.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF RESCINDING }
RESOLUTION NO. 68-42 AND ADOPTING }
A NEW POLICY AUTHORIZING THE CITY }
CLERK TO SIGN DOCUMENTS }
CONVEYING INTEREST IN REAL ESTATE }
TO THE CITY OF TURLOCK FOR PUBLIC }
USE }**

RESOLUTION NO. 2012-

WHEREAS, Section 27281 of the Government Code of the State of California authorizes a governmental agency, by general resolution, to authorize an officer or agent of the governmental agency to accept and consent to all deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes and record the same on behalf of the grantee; and

WHEREAS, the City Council adopted Resolution No. 68-42 on April 2, 1968, authorizing the City Clerk to accept and consent to all deeds and grants conveying any interest in or easement upon real estate to the City of Turlock for public purposes, Exhibit A; and

WHEREAS, Resolution No. 68-42 identified that the City Clerk shall not accept and consent to all deeds and grants conveying any interest in or easement upon real estate to the City of Turlock for public purposes, without written consent from the City Attorney and the City Manager; and

WHEREAS, the requirement of obtaining three signatures on each document is not time efficient, thus causing delays to the completion of the conveyance and unnecessary time and cost burdens to projects.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby rescind Resolution No. 68-42 authorizing an officer or agent to sign all documents conveying interest in real estate to the City of Turlock with the intention of granting the City Clerk authority to accept and consent to all deeds and grants conveying any interest in or easement upon real estate to the City of Turlock for public purposes without the requirement of written consent from City Attorney and the City Manager.

BE IT FURTHER RESOLVED as follows:

- 1) The City Clerk is hereby authorized to accept and consent to all deeds or grants conveying any interest in or easement upon real estate to the City of Turlock for public purposes and shall be empowered to affix a certificate or acceptance to such deeds or grants as the City Clerk shall accept on behalf of the City and record the same with the County Recorder of County wherein the property conveyed is located.

- 2) The City Clerk shall record a certified copy of this resolution with the County Recorder of Stanislaus County, and any other County should the City Clerk deem it necessary and convenient.

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

RESOLUTION NO. 68-62

A RESOLUTION AUTHORIZING THE CITY CLERK TO ACCEPT
AND CONSENT TO DEEDS OR GRANTS TO THE CITY OF TURLOCK

WHEREAS, Section 27281 of the Government Code of the State
of California authorizes a governmental agency, by a general
resolution, to authorize an officer or agent of the governmental
agency to accept and consent to all deeds or grants conveying
any interest in or easement upon real estate to a political
corporation or governmental agency for public purposes and record
the same on behalf of the grantee,

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

SECTION 1. The City Clerk is hereby authorized to accept
and consent to all deeds or grants conveying any interest in or
easement upon real estate to the City of Turlock for public
purposes and shall be empowered to affix a certificate of
acceptance to such deeds or grants as he shall accept on behalf
of the City and record the same with the County Recorder of
County wherein the property conveyed is located. The City Clerk
shall not accept or consent to any deed or grant conveying any
interest in or easement upon real estate to the City of Turlock
without the written consent of the City Attorney and the City
Manager.

SECTION 2. The City Clerk shall record a certified copy
of this resolution with the County Recorder of Stanislaus County,
and any other County should he deem it necessary and convenient.

PASSED AND ADOPTED by the City Council of the City of
Turlock this 2nd day of April, 1968, at a regular meeting
by the following vote:

AYES: Councilmen E. W. Hadsarand, Jan. C. Bakeridge, A. J. DePentecost, Carl
Nikolaussen & Mayor E. S. Christoffersen.
NOES: None
ABSENT: None

ATTEST: F. R. HARKINS, City Clerk

By- F. R. Harkins

The foregoing is a correct copy of the original and
file in this office which has not been revoked and
is now in full force and effect.

BRONDA GREENLEE, City Clerk of the City of
Turlock, County of Stanislaus, State of California



F. R. HARKINS, City Clerk of the City of
Turlock hereby certifies that the foregoing is a
true and correct copy of a Resolution passed by
the City Council of the City of Turlock at a
regular session meeting held APR 2, 1968
at the same meeting of record in my office.

CITY CLERK



Council Synopsis

51
February 28th, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Toni Cordell, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$124,344 to account number 302-40-420.51200 "EECBG Grant Expenses" funded by an increase of revenue of \$124,344 in account number 302-40-420.34302 "EECBG Grant Revenue" for City Project No. 10-30, "Streetlight Induction Lamp Replacement / Retrofit Project"

2. DISCUSSION OF ISSUE:

On May 12, 2009, the City Council authorized a funding agreement with the Department of Energy in the amount of \$643,000 from the "Energy Efficiency and Conservation Block Grant Program (EECBG)" to retrofit the City of Turlock's streetlights with more energy efficient induction lights.

The EECBG Grant is funded by the American Recovery and Reinvestment Act (ARRA) and the City of Turlock receives its grant funds on a reimbursement basis. The majority of the project was completed in FY 2010-11 however, some expenses that were anticipated to be invoiced and applied to the FY 2010-11 Budget will be received in the current 2011-12 FY budget year.

There is no cost to the City for the project, however a Budget amendment is necessary for accounting purposes. Additionally, the EECBG Grant award includes grant administration funds that are also to be included as revenue in the budget.

3. BASIS FOR RECOMMENDATION:

- A. The City of Turlock has EECBG Grant funds available to complete the "Streetlight Induction Lamp Replacement/Retrofit Project"
- B. A Budget Amendment is required in order to process outstanding expenses and reimbursement revenue related to the project.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment

Appropriating \$124,344 to 302-40-420.51200 "EECBG Grant Expenses" funded by an increase of revenue of \$124,344 in 302-40-420.34302 "EECBG Grant Revenue" for City Project No. 10-30 "Streetlight Induction Lamp Replacement / Retrofit Project".

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A. Not approve the Budget amendment. This option is not recommended as it would eliminate the possibility of completing the Streetlight Retrofit Project and the opportunity to receive the remaining grant funds available.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$124,344 TO ACCOUNT NUMBER }
302-40-420.51200 "EECBG GRANT }
EXPENSES" FUNDED BY AN INCREASE }
OF REVENUE OF \$124,344 IN ACCOUNT }
NUMBER 302-40-420.34302 "EECBG }
GRANT REVENUE" FOR CITY PROJECT }
NO. 10-30, "STREETLIGHT INDUCTION }
LAMP REPLACEMENT/RETROFIT }
PROJECT" }

RESOLUTION NO. 2012-

WHEREAS, on May 12, 2009, the City Council authorized a funding agreement with the Department of Energy in the amount of \$643,000 from the "Energy Efficiency and Conservation Block Grant Program (EECBG)" to retrofit the City of Turlock's streetlights with more energy efficient induction lights; and

WHEREAS, the majority of the project was completed in FY 2010-11, some expenses anticipated to be invoiced and applied to the FY 2010-11 budget will be received in the current FY 2011-12 budget year; and

WHEREAS, the EECBG Grant is funded by the American Recovery and Reinvestment Act (ARRA) and the City of Turlock receives its grant funds on a reimbursement basis; and

WHEREAS, there is no cost to the City for the project and EECBG Grant award includes grant administration funds that are also included as revenue in the budget; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of \$124,344 to account number 302-40-420.51200 "EECBG Grant Expenses" funded by an increase of revenue of \$124,344 in account number 302-40-420.34302 "EECBG Grant Revenue" for City Project No. 1030, "Streetlight Induction Lamp Replacement /Retrofit Project".

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



Council Synopsis

February 28, 2012

5J

From: Dan Madden, Municipal Services Director

Prepared by: Betty Gonzalez, Purchasing Coordinator

Agendized by: Dan Madden, Municipal Services Director

1. ACTION RECOMMENDED:

Resolution: Appropriating \$25,000 to account number 410-51-531.44001_000 "Supplies General" from Fund 410 "Water Quality Control" reserve balance for the purchase of sewer distribution and service materials

2. DISCUSSION OF ISSUE:

On October 26, 2010 the City Council approved the contract with Groeniger & Company for the purchase of sewer and water distribution and service materials. The purchase of these products will be utilized by the Municipal Services Utilities for various City projects and repairs.

3. BASIS FOR RECOMMENDATION:

The City of Turlock is responsible for the maintenance and repairs of the sewer, storm and water system.

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment

New appropriation of \$25,000 to 410-51-531.44001_000 "Supplies General" from Fund 410 "Water Quality Control" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$25,000 TO ACCOUNT NUMBER }
410-51-531.44001_000 "SUPPLIES }
GENERAL" FROM FUND 410 "WATER }
QUALITY CONTROL" RESERVE }
BALANCE FOR THE PURCHASE OF }
SEWER DISTRIBUTION AND SERVICE }
MATERIALS }
_____ }

RESOLUTION NO. 2012-

WHEREAS, on October 26, 2010 the City Council approved the contract for the purchase of sewer and water distribution and service repairs; and

WHEREAS, the purchase of these products will be utilized by the Municipal Services Utilities Division for various City projects and repairs; and

WHEREAS, Municipal Services Utilities Division is responsible for the maintenance and repairs of the sewer, storm and water system.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorized the appropriation of \$25,000 to 410-51-531.44001_000 "Supplies General" from fund 410 "Water Quality Control" reserve balance for the purchase of sewer distribution and service materials.

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



Council Synopsis

February 28, 2012

5K

From: Dan Madden, Municipal Services Director

Prepared by: John S. Wilson, Water Quality Control Division Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the filling of one (1) vacant Wastewater Plant Operator II position within the Municipal Services Division through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

2. DISCUSSION OF ISSUE:

A vacant position exists in the Water Quality Control Division of the Municipal Services Department for a Wastewater Plant Operator II position.

The City of Turlock's Regional Water Quality Control Facility is currently classified as a Class IV Plant by the SWRCB. The California Code of Regulations (CCR), Title 23, Division 3, Chapter 26, Article 3, specifies requirements to be met in order to comply with grades of operator certifications for the operation of the treatment plant. In a Class IV plant, a supervisor or shift supervisor (senior worker by comparison of job description) shall possess operator certificates no more than one grade lower than the class of the plant operated (Grade III). Additionally, in Class IV plants, fifty (50) percent of the operators shall possess at least Grade II Operator certificates. Staff has recommended that the Facility be staffed by 6-Senior Operators and 6-Operator II positions. Currently the facility is staffed by; 5-Senior Operators, 4-Operator II's and 1-Operator I position. Filling the vacant position with an individual that possesses a Grade II Wastewater Plant Operator certificate will allow the City to meet this requirement.

3. BASIS FOR RECOMMENDATION:

A vacant position exists in the Water Quality Control Division of the Municipal Services Department for a Wastewater Plant Operator II position.

The CCR requires that 50% of the Operators possess at least a Grade II Wastewater Plant Operators certificate. Filling the vacant position with an individual that possesses a Grade II Wastewater Operator certificate will allow the City to meet this requirement.

Strategic Plan Initiative:

A) Policy Initiative- Effective Leadership

Goal 1. C. Hire, Develop and retain the best most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

An increase of \$1,169 per year, \$892 in salaries and \$277 in benefits. Funds are available from the vacant position this person will be filling.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not authorize the promotion to Operator II. Not recommended as succession planning within the Division is a strategic plan goal.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
FILLING OF ONE (1) VACANT }
WASTEWATER PLANT OPERATOR II }
POSITION WITHIN THE MUNICIPAL }
SERVICES DIVISION THROUGH AN IN- }
HOUSE RECRUITMENT OF FULL-TIME, }
PART-TIME AND VOLUNTEER STAFF, }
AND OUTSIDE RECRUITMENT IF NEEDED }
_____ }

RESOLUTION NO. 2012-

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989 as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, there exists a vacancy within the Municipal Services Water Quality Control Division for the position of Wastewater Plant Operator II; and

WHEREAS, due to the California Code of Regulations (CCR), Title 23, Division 3, Chapter 26, Article 3, requirement that fifty (50) percent of the operators shall possess at least a Grade II Wastewater Operators certificate, there is a need to fill one (1) vacant Wastewater Plant Operator II position with an individual possessing a Grade II Wastewater Operators certificate; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the filling of one (1) vacant Wastewater Plant Operator II position.

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



Council Synopsis

5L

February 28, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter: Dan Madden

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the Purchasing Officer to dispose of surplus property by any means determined to be in the best interest of the City

2. DISCUSSION OF ISSUE:

Section §2-7-4(j) of the Turlock Municipal Code authorizes the Purchasing Officer to dispose of surplus property by any means determined to be in the best interest of the City. If said property has a value greater than \$25,000, City Council authorization will be required prior to disposal.

Attached is a list of property purchased or acquired through normal city operations that has been considered surplus by the Department Directors. All properties which are identified as potentially surplus to the City's needs shall be circulated to other departments for potential interest. If no interest is expressed, then staff will recommend to the City Council that the property be declared as surplus. The property will then be offered for sale and once a sale is approved by City Council the properties are removed from the surplus list and identified as a sale in progress.

The "Surplus Property List" will identify how a piece of equipment is expected to be disposed of. This may change depending on the circumstances at the time of transaction with staff being mindful of the cost to liquidate and the net proceeds. A preference is given to other government agencies. Trade-ins are done when replacing the unit garners adequate proceeds for the old items.

In the matter of declaring equipment surplus and obsolete to City needs, and to release said equipment as follows:

- a) All computers related equipment will be declared as e-waste and not be sold at auction, due to old and outdated hardware.

3. BASIS FOR RECOMMENDATION:

Authorize the Purchasing Officer to dispose of the surplus property.

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY.

Goal(s): c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

City will receive proceeds from the sale of said property. Proceeds from the sale will be accounted as revenue into the fund(s) in which the assets were purchased.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

- A. Approve the disposal, but by some other means.
- B. Deny disposal until some future date.



SURPLUS PROPERTY LIST

TO: MUNICIPAL SERVICES PURCHASING DIVISION

DATE: February 14, 2012

FROM: IT

SERVICE DEPARTMENT: 405

I declare that the below listed items are obsolete or surplus to our needs and are to be submitted to the City Council on our behalf for consideration in their being released to the contractor, Roger Ernst and Associates for disposal at public auction or donate to a non-profit organization, or declare as scrap.

QUANTITY	DESCRIPTION (Include year, make and model (if known))	VEHICLE NUMBER CITY PROPERTY NUMBER (If applicable)	REASON FOR DECLARING OBSOLETE
1	DELL COLOR LASER PRINTER 5110CN Service Tag- 5MOC891		Not usable- Cost exorbitant to repair
1	DELL 15" MONITOR		Old Hardware- Not Usable
1	HP SCANJET ADF SERIAL# SG98V172Q9		Old Hardware- Not Usable
1	YUNDAI DELUXSCAN 7770 DREAM- MONITOR SERIAL# HL-7770RD	5908	Old Hardware- Not Usable
2	PRINTING CALCULATORS- MONROE 3140	407, 3410	Old Hardware- Not Usable
1	SYS 17" LCD MONITOR	7089	Old or Outdated Hardware- Energy Inefficient
1	DELL 17" LCD MONITOR	5950	Old or Outdated Hardware- Energy Inefficient
1	TOSHIBA SATELLITE PRO LAPTOP WITH DOCKING STATION	4624, 5458	Old Hardware- Not Usable
1	DELL LAPTOP- MODEL #PPM	5668	Old Hardware- Not Usable
1	POWER VAULT 136T TAPE CAROUSEL S/N BSBG811		Old or Outdated Hardware
1	POWER VAULT 650F HARD DRIVE ARRAY S/N B39HV01	7061	Old or Outdated Hardware
1	POWER VAULT 650F HARD DRIVE ARRAY S/N H14HV01		Old or Outdated Hardware
1	POWER VAULT 51F FIBRE CHANNEL SWITCH S/N 3F2XF01		Old or Outdated Hardware
1	COMPUTER- PURCHASE DATE: 9/1998 SERVICE TAG: G38DQ	712	Old Hardware- Not Usable



SURPLUS PROPERTY LIST

I declare that the below listed items are obsolete or surplus to our needs and are to be submitted to the City Council on our behalf for consideration in their being released to the contractor, Roger Ernst and Associates for disposal at public auction or donate to a non-profit organization, or declare as scrap.

QUANTITY	DESCRIPTION (Include year, make and model (if known))	VEHICLE NUMBER CITY PROPERTY NUMBER (if applicable)	REASON FOR DECLARING OBSOLETE
1	LEXMARK Z55 PRINTER SERIAL#16M005004300375462	7118	Old Hardware- Not Usable
1	HP 2300N PRINTER SERIAL#CNBDB69927	7174	Old Hardware- Not Usable
1	HP LASERJET 4 PLUS C2037A PRINTER SERIAL#USFC410324	5150	Old Hardware- Not Usable
1	HP C3916A PRINTER SERIAL#USHB016480	5373	Old Hardware- Not Usable
1	HP LASERJET 4100N PRINTER SERIAL#USBNF35171	5877	Old Hardware- Not Usable
1	HP COLOR LASERJET 4550N PRINTER SERIAL#JPPKK01903	5888	Old Hardware- Not Usable
1	HP LASERJET 2430N PRINTER SERIAL#CNGKB14113	7544	Old Hardware- Not Usable
1	HP LASERJET 4050N	6007	Old Hardware- Not Usable
2	DELL GX240 SERVICE TAGS: CKR9111, 4P2YK11	5739, 7040	Old or Outdated Hardware
1	DELL GX260 SERVICE TAG: 4SRQR11	7075	Old or Outdated Hardware
1	DELL GX270 SERVICE TAG: JK5GY41	7455	Old or Outdated Hardware
2	DELL GX280 (DESKTOP) SERVICE TAGS: 8KCXS71, 3Q9D761	7046 (771), 7508	Old or Outdated Hardware
2	DELL GX280 (TOWERS) SERVICE TAGS: 6NY6J81, 7NY6J81	7619, 7696	Old or Outdated Hardware

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
PURCHASING OFFICER TO DISPOSE OF }
SURPLUS PROPERTY BY ANY MEANS }
DETERMINED TO BE IN THE BEST }
INTEREST OF THE CITY }
_____ }

RESOLUTION NO. 2012-

WHEREAS, the City of Turlock has acquired, does now own, and has determined that it no longer has a need of certain equipment, a list of which is attached; and

WHEREAS, public convenience, necessity and common benefit will be served by disposing of said surplus property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby declare the property to be surplus, and authorizes the City Manager, or his designee, to release said equipment as follows:

All computers related equipment will be declared as e-waste and not be sold at auction, due to old and outdated hardware.

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



**Council
Synopsis**

5M

February 28, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Betty Gonzalez / Presenter – Dan Madden

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Lease Agreement for nine (9) new Kyocera multifunctional copiers for various City offices through the Association of Education of Purchasing Agencies (AEPA) Contract No. AEPA009.D from Kyocera Mita American, Inc., as the lesser and the maintenance through Mo-Cal Office of Modesto, at a monthly cost of \$563 for a period of sixty-three (63) months for a total of \$35,469, without compliance to the formal bid process

2. DISCUSSION OF ISSUE:

The City has an opportunity to piggyback with a AEPA contract for leasing nine (9) multifunctional copiers for Police (3), Building (1), Finance (1), Planning (1), Recreation (1), Human Resources (1) and Fleet Maintenance (1), without compliance to the formal bid process, in accordance to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5). AEPA is competitively bid contracts and local agencies may contract with the suppliers that are awarded these contracts without further competitive bidding.

The purpose of this staff report is for consideration to enter into a new 63 month lease with \$1 buyout at the end of the lease with Kyocera Mita America for new copiers. These copiers are the comparable copiers to the current units in terms of production. Staff is experiencing more frequent maintenance and replacement of parts on the current units, due to the age, high volume of copies and the fact that original parts are wearing out. The cost to install replacement parts and labor has exceeded the value of the copier, as indicated below:

Type of Copier	Repair Cost	New Unit
Canon IR 1023	\$997	\$809

City staff took considerable time researching and reviewing comparable replacement machine and service. The process for researching replacement machines included gathering information from other vendors on copy machines

to consider technology, usability, service and cost. Therefore, comparisons were meant to replicate or exceed the features and services of the current machines. A consideration of ownership versus lease option was also evaluated.

It is recommended to lease the copiers since it provides better value and service than purchasing the copiers. Due to maintenance requirements for copiers and the supplies that are required toner, fuses, drum cartridge, waste container, other replacement parts, in addition to copiers losing their value quickly due to ever improving technology. The lease option also provides an automatic replacement program of all supplies excluding staples, which has proven to be reliable.

3. BASIS FOR RECOMMENDATION:

Staff recommends for the City Council consideration authorizing the City Manager to execute the lease agreement with Kyocera Mita America, Inc., for a period of sixty-three (63) months through AEPA Contract No. AEPA009.D and the maintenance through Mo-Cal Office of Modesto, at monthly cost of \$563 and \$35,469 for the entire lease, without compliance to the formal bid process.

Strategic Plan Initiative: B) Policy Initiative – Fiscal Responsibility:

Goal(s): (c) Ensure the most efficient use of resources and maximize value within department budget and develop value-added partnership with public and private agencies, industry and educational institutions, such as California State University Stanislaus.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line numbers:

Budget Line Number	Department	Monthly	Annually
110-10-110.43065	Human Resources (1)	\$34	\$408
110-10-106.43065	Finance Division (1)	\$34	\$408
110-20-200.43065	Police Department (3)	\$171	\$2,052
110-40-400.43065	Planning Division (1)	\$144	\$1,728
110-61-620.43065	Recreation (1)	\$144	\$1,728
505-50-525.43065	Fleet Maintenance (1)	\$18	\$216
405-40-405.43065	Building Safety (1)	\$18	\$216
		\$563	\$6,756

Fiscal impact to above line numbers: \$6,756 annually and \$35,469 for 63 months

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

- A. The City Council may deny City's staff recommendation.
- B. Approve staff recommendation.
- C. Provide staff additional direction.



Lease Agreement

APPLICATION NO.

CONTRACT NO.

225 Sand Road - Fairfield, NJ 07004 - Fax: 800.453.6482

The words you and your refer to the customer. The words Lessor, we, us and our refer to Kyocera Mita America, Inc. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

Table with columns: QTY, ITEM DESCRIPTION, MODEL NO., SERIAL NO. Row 1: 1, KYOCERA MFP's SEE SCHEDULE A FOR EQUIPMENT

Table with columns: LEASE TERMS, LEASE PAYMENT AMOUNT, SECURITY DEPOSIT. Values: Term 63 months, Payments of \$562.14, Security Deposit \$-0-

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value per paragraph 1. 2. Renew the Lease per paragraph 1. 3. Return Equipment as provided in Paragraph 5.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Signature line for Lessor: Kyocera Mita America, Inc. Includes fields for DATED, LESSOR, SIGNATURE, and TITLE.

CUSTOMER ACCEPTANCE

By signing below, you certify all conditions and terms of this agreement on the FRONT and BACK have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you expressly consent to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may include access fees from your cellular provider.

Signature line for Customer: CITY OF TURLOCK. Includes fields for DATED, CUSTOMER, SIGNATURE, TITLE, and FEDERAL TAX I.D. #.

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet any and all debts, liabilities, or obligations of every nature or form, now existing or hereafter arising or acquired under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer default you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 14 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain credit bureau reports for credit and collection purposes.

Signature line for Guarantor. Includes fields for PRINT NAME OF GUARANTOR, SIGNATURE, and DATED.

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional in all respects. You understand and agree that we have purchased the Equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the agreement. Your approval as indicated below of our purchase of the Equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

Signature line for Date of Delivery. Includes fields for DATE OF DELIVERY, CUSTOMER, SIGNATURE, and TITLE. Includes handwritten signature and 'OK for Agenda' text.

1. LEASE AGREEMENT: You agree to lease from us the personal property described under "ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed Equipment ("Agreement") and supersede any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the date shown and will continue from the first day of the following month for the number of consecutive months shown. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and first payment due date. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of your intent to purchase or return the Equipment AND complete the purchase or return within 15 days of the end of term. Leases with \$1.00 and \$101 purchase options will not be renewed. "Fair Market Value" is defined as the amount that may be expected for property valued at an in place in - continued use basis between a willing buyer and a willing seller, neither under any compulsion to buy or sell and both fully aware of all relevant facts. Fair Market Value will be determined at Lessor's sole discretion. THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD TO COMPLY WITH THE TAX LAWS OF THE STATE IN WHICH THE EQUIPMENT IS LOCATED and it may be adjusted upward or downward up to 10% to accommodate changes in the Equipment cost. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this Agreement including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

2. RENT: Rent will be payable in installments, each in the amount of the basic lease payment shown plus any applicable sales tax, use tax, or property tax. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not commenced, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$35.00 bad check charge will be assessed.

3. OWNERSHIP OF EQUIPMENT: We are the Lessor of the Equipment and have sole title to the Equipment (excluding software). You agree to keep the Equipment free and clear of all liens and claims.

4. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regard to such license agreement, c) You have selected such software and WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR NATURE OF SUCH SOFTWARE.

5. LOCATION OF EQUIPMENT: You will keep and use the Equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair. Upon returning the Equipment for any reason, you are solely responsible for securely removing any data that may reside in the Equipment. This includes but is not limited to; hard drives, disk drives or any other form of memory. Failure to securely remove this data could subject you to possible liability.

6. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the Equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at four percent (4%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the Equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, should you wish us to waive this requirement, we will bill you and you will pay a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk and other costs. We may make a profit on this program. As long as you are current at the time of the loss (intentional acts are not included), the remaining balance owed on the Agreement will be forgiven. You must be current to benefit from this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

8. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the Equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

9. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.

10. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us.

11. DEFAULT AND REMEDIES: If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) all accrued and unpaid sums due plus accelerated unpaid balance of this Agreement (discounted at 4%); (2) the amount of any purchase option and if none is specified, 20% of the original Equipment cost which represents our anticipated residual value in the Equipment; (3) and return the Equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.

12. UCC FILINGS: You grant us a security interest in the Equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, in order to show our interest in the Equipment.

13. SECURITY DEPOSIT: The security deposit is payable upon execution and non-interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 11, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 5.

14. CONSENT TO LAW, JURISDICTION, AND VENUE: This Agreement shall be deemed fully executed and performed in the state of Lessor or its Assignee's principal place of business and shall be governed by and construed in accordance with its laws. If the Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under the Agreement, you irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of the Lessor or its Assignee's principal place of business, or in any court or courts in your state of residence, or in any other court having jurisdiction over you or your assets, all at the sole election of the Lessor. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor in relation to such matters. You waive trial by jury in any action between us and waive defense of inconvenient forum.

15. DELIVERY OF ORIGINALS: You agree to submit the original master lease documents with the security deposit to the Lessor via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to be bound by the faxed copy of this Agreement with appropriate signatures. Lessee waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph 11.

FOR STATE AND LOCAL GOVERNMENT ENTITIES ONLY

16-A. CUSTOMER COVENANTS: You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) that the Equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

16-B. SIGNATURES: Signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor for you further warrants its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

16-C. NON APPROPRIATION: In the event you are in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of you;

3. You have exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter upon receipt of the Equipment delivered to a location designated by Lessor, at your expense, Lessors remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to you.

CITY OF TURLOCK

X

DATED

CUSTOMER

SIGNATURE

TITLE

26946 - 11/01/2010

Page 2 of 2



Council Synopsis

5N

February 28, 2012

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Memorandum of Understanding between the City of Turlock and the Turlock National Little League for the use of Pedretti Park for youth baseball programs within the community

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock National Little League (TNLL), intend to work together to utilize Pedretti Park for youth baseball games. TNLL will offer affordable youth baseball programs within the community. The MOU will assure the use of Pedretti Park and allow TNLL to continue use of the facility. The city and TNLL have successfully partnered together in the past through the affiliate program.

3. BASIS FOR RECOMMENDATION:

To ensure the city and TNLL are adequately shielded from risk and liability; staff thoroughly evaluated the impacts of entering into a Memorandum of Understanding with TNLL. In order to contract with the City of Turlock, TNLL will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, and financial management, all of which are detailed in the MOU. Staff will work closely with TNLL to ensure all requirements are maintained for the life of the MOU.

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

Goal(s): b-i Promote the usage of Pedretti Sport Complex and Gemperle Fields at Turlock/Stanslaus Regional Sports Complex, California State University Stanislaus, and Joe Debely Field resulting in economic benefits through increases in transient occupancy and sales tax

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

At the conclusion of the program, the City of Turlock will invoice TNLL, for the use of Pedretti Park. The City of Turlock will bill TNLL at a rate of Forty Six dollars and Fifty cents (\$46.50) per game for Monday through Saturday use of Pedretti Park, specifically field 4. No additional monies are required for this program. All monies collected will be in the Pedretti Park rental account.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could choose not to enter into a Memorandum of Understanding with TNLL for the use of Pedretti Park. With this alternative, there could be a potential loss of revenue and facility rentals, as well as a loss of affordable sports activities.

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF TURLOCK
and
TURLOCK NATIONAL LITTLE LEAGUE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the City of Turlock (hereinafter "CITY") and Turlock National Little League (hereinafter "TNLL") as of the 28th day of February, 2012.

WHEREAS, TNLL provides organized baseball competition for the youth of Turlock and outlining areas of Stanislaus County;

NOW, THEREFORE, the parties agree as follows:

1. For Pedretti Park:

- a. TNLL shall be entitled to the alternating use of the Pedretti Park Facility with Turlock American Little League and exclusive use of Field #4 for baseball from 5:30 P.M. to 10:30 P.M. for Monday through Friday and 8:30 A.M. to 10:30 P.M. on Saturday for months April through July beginning on the first Saturday of April of each year of this MOU (hereinafter "Regular Season").
- b. CITY shall be responsible for maintenance of the Pedretti Park Facility, providing trash receptacles, placement of field lines, and placement of bases, sprinkler repair and light replacement.
- c. For the 2012 Regular Season, TNLL shall pay a non-profit rental rate of Forty Six dollars and fifty cents (\$46.50) per game Monday through Saturday, plus an annual cost-of-living adjustment based on increases in the Consumer Price Index (not to exceed 6%) for each subsequent year.
- d. The daily rental for TNLL tournaments shall be a base rental fee of Eighty One Dollars (\$81) Monday through Saturday for the 2012 calendar year. In subsequent calendar years, the rental amount shall be adjusted by an annual cost-of-living adjustment as set forth above.
- e. TNLL shall be responsible of providing Little League approved bases for the ball field at Pedretti Park.
- f. TNLL will be responsible for reimbursement of light usage at Pedretti Park at a rate of Eleven dollars (\$11) per hour during the term of the MOU. The rate may be adjusted during the MOU as warranted by a cost analysis of light usage conducted by Turlock Irrigation District.
- g. Concessions at Pedretti Park facility are maintained through a contract between the City of Turlock and a private vendor. TNLL shall not be permitted to provide concessions at Pedretti Park.

2. For Soderquist baseball field:

OK for agenda
[Signature]
7

- a. TNLL shall also be entitled to the exclusive use of Soderquist baseball field from the first Saturday in January through July. TNLL reserves the option to use Soderquist baseball field August through December with prior notification to the Parks, Recreation and Public Facilities Division.
 - b. CITY responsibilities are as follows:
 - i. Water Soderquist baseball field in accordance with CITY schedules;
 - ii. Mow Soderquist baseball field once per week in accordance with CITY schedules;
 - iii. Trash pick-up, graffiti removal, maintenance of sprinkler system, turf, fences and all related materials **during the off season**;
 - iv. Will share costs for electrical repair work to panel boxes as mutually agreed upon by both parties in the event of hazard, damage or endangering life.
 - v. Provide **labor** for repairs to irrigation system year-round.
 - c. TNLL shall be responsible for the following maintenance at Soderquist baseball field:
 - i. Placement of field lines and placement of bases;
 - ii. Trash pick-up, graffiti removal, and maintenance of sprinkler system, turf, fences and all related materials **during the season**.
 - iii. Before the start of each season TNLL will do all repairs needed for bleachers, dugout covers and other buildings, leveling infield, fill outfield holes and reseeding areas as needed. All paint shall match color used by CITY. Parks, Recreation and Public Facilities Division will provide with a color sample.
 - iv. Provide **materials** needed for irrigation repairs **during the season**.
 - d. TNLL will reimburse CITY for actual costs associated with the use of lights at Soderquist baseball field during the season.
 - e. Concessions will be maintained by TNLL and are the sole responsibility of TNLL with all proceeds administered by TNLL.
3. The term of this MOU shall be three (3) years beginning February 28, 2012 and ending February 27, 2015.
 4. Additional equipment or services, such as early access, tables, chairs, portable toilets, and public address systems are available for standard fees.
 5. Prior to the start of every season and at the conclusion of each season, a walk through inspection will be conducted with CITY staff and TNLL representatives to review field/facility conditions.
 6. Any improvements to the facility being requested by TNLL must be approved by the Parks, Recreation and Public Facilities Division Manager. All upgrades to the facility will be required to obtain a building permit with proper engineering and drawings when needed.
 7. All facility rental fees will be paid within 30 days of being billed by the CITY. Failure to timely pay shall result in cancellation of any scheduled use.

8. INSURANCE AND INDEMNIFICATION

INSURANCE: TNLL shall not commence use of facilities under this Agreement until TNLL has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall TNLL allow any other person to use the facilities until all similar insurance required of the person seeking to use the facilities shall have been so obtained and approved. TNLL 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 use of facility hereunder by TNLL, 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.
- (b) Minimum Limits of Insurance: TNLL 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.
- (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) TNLL shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability and automobile 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 insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of TNLL; and with respect to liability arising out of work or operations performed by or on behalf of TNLL, 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 TNLL insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

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

- (e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (f) Verification of Coverage: TNLL 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, TNLL hereby agrees to waive subrogation which any insurer of TNLL may acquire from TNLL 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 TNLL, its agents, employees, TNLLs and subcontractors. TNLL agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

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

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

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

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

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

10. **VOLUNTARY TERMINATION:** Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to the other party.

11. **CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and

services used and/or provided by TNLL in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

12. **NONDISCRIMINATION:** In connection with the execution of this Agreement, TNLL shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. TNLL shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. TNLL shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, TNLL shall comply with the provisions of Section 1735 of the California Labor Code.
13. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. TNLL shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. TNLL specifically acknowledges that in entering into and executing this Agreement, TNLL relies solely upon the provisions contained in this Agreement and no others.
14. **OBLIGATIONS OF TNLL:** Throughout the term of this Agreement, TNLL shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. TNLL will maintain a valid Non-Profit status and Non-profit business license from the City of Turlock during the length of the MOU. TNLL must be registered with the Secretary of the State and also have a tax exemption certificate issued by the IRS & California Franchise Tax Board. A "Statement of Good Standing" from the Secretary of State must also accompany these documents. TNLL warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. TNLL further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.
15. **NEWS AND INFORMATION RELEASE:** TNLL agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.
16. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.
17. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** TNLL shall employ no CITY

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

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

- 19. TNLL understands the utilization of the Facilities provided for by this MOU is subject to existing city rules and regulations for use of city parks and facilities, and such other reasonable rules as may be necessary to provide for orderly and enjoyable use by everyone.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF TURLOCK, a municipal corporation

TURLOCK NATIONAL LITTLE LEAGUE

By: _____
Roy R. Wasden, City Manager

By: _____

APPROVED AS TO FORM AND LEGALITY:

Print Name: _____

By: _____
Phaedra Norton, City Attorney

Title: _____

ATTEST:

By: _____
Kellie Weaver, City Clerk, CMC



Council Synopsis

50

February 28, 2012

From: Allison Van Guider, Parks, Recreation and Public Facilities Manager

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Memorandum of Understanding between the City of Turlock and Stanislaus Men's Senior Baseball League for the use of Pedretti Park for adult baseball programs within the community

2. DISCUSSION OF ISSUE:

The City of Turlock and Stanislaus Men's Senior Baseball League (SMSBL), intend to work together to utilize Pedretti Park for adult baseball games. SMSBL will offer an adult baseball program for community activities. The MOU will assure the use of Pedretti Park and allow SMSBL to continue use of the facility. The City and SMSBL have successfully partnered together in the past through the affiliate program. Changes to the affiliate program have prompted the need to establish this MOU.

3. BASIS FOR RECOMMENDATION:

To ensure the City and SMSBL are adequately shielded from risk and liability; staff thoroughly evaluated the impacts of entering into a Memorandum of Understanding with SMSBL. In order to contract with the City of Turlock, SMSBL will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, and financial management, all of which are detailed in the MOU. Staff will work closely with SMSBL to ensure all requirements are maintained for the life of the MOU.

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

Goal(s): b-i Promote the usage of Pedretti Sport Complex and Gemperle Fields at Turlock/Stanislaus Regional Sports Complex, California State University Stanislaus, and Joe Debely Field resulting in economic benefits through increases in transient occupancy and sales tax

- 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

4. FISCAL IMPACT / BUDGET AMENDMENT:

At the conclusion of the program, the City of Turlock will invoice SMSBL, for the use of Pedretti Park. The City of Turlock will bill SMSBL at a rate of Eighty Four (\$84) per day for Sunday use of Pedretti Park, specifically field 4. No additional monies are required for this program. All monies collected will be in the Pedretti Park rental account.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could choose not to enter into a Memorandum of Understanding with SMSBL for the use of Pedretti Park. With this alternative, there could be a potential loss of revenue and facility rentals, as well as a loss of affordable sports activities.

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF TURLOCK
and
STANISLAUS MEN'S SENIOR BASEBALL LEAGUE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the City of Turlock (hereinafter "CITY") and Stanislaus Men's Senior Baseball League (hereinafter "SMSBL") as of the 28th day of February, 2012.

WHEREAS, SMSBL provides organized baseball competition for the adult of Turlock and outlining areas of Stanislaus County;

NOW, THEREFORE, the parties agree as follows:

1. For Pedretti Park:
 - a. SMSBL shall be entitled to the use of the Pedretti Park Facility and exclusive use of Field #4 for baseball 8:30 A.M. to 10:30 P.M. on Sunday for months March through September beginning on the first Sunday of March of each year of this MOU (hereinafter "Regular Season"), minus a mutually agreed upon weekend in July.
 - b. CITY shall be responsible for maintenance of the Pedretti Park Facility, providing trash receptacles, placement of field lines, and placement of bases, sprinkler repair and light replacement.
 - c. For the 2012 Regular Season, SMSBL shall pay a non-profit rental rate of Eighty Four (\$84) per day, plus an annual cost-of-living adjustment based on increases in the Consumer Price Index (not to exceed 6%) for each subsequent year.
 - d. The daily rental for SMSBL tournaments shall be a base rental fee of Eighty Four Dollars (\$84) per day use for the 2012 calendar year. In subsequent calendar years, the rental amount shall be adjusted by an annual cost-of-living adjustment as set forth above.
 - e. SMSBL will be responsible for reimbursement of light usage at Pedretti Park at a rate of Eleven (\$11) per hour during the term of the MOU. The rate may be adjusted during the MOU as warranted by a cost analysis of light usage conducted by Turlock Irrigation District.
 - f. Concessions at Pedretti Park facility are maintained through a contract between the City of Turlock and a private vendor. SMSBL shall not be permitted to provide concessions at Pedretti Park.
2. The term of this MOU shall be three (3) years beginning February 28, 2012 and ending February 27, 2015.
3. Additional equipment or services, such as early access, tables, chairs, portable toilets, and public address systems are available for standard fees.

OK for agenda
[Signature]
1

4. Prior to the start of every season and at the conclusion of each season, a walk through inspection will be conducted with CITY staff and SMSBL representatives to review field/facility conditions.
5. All facility rental fees will be paid within 30 days of being billed by the CITY. Failure to timely pay shall result in cancellation of any scheduled use.

6. **INSURANCE AND INDEMNIFICATION**

INSURANCE: SMSBL shall not commence use of facilities under this Agreement until SMSBL has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall SMSBL allow any other person to use the facilities until all similar insurance required of the person seeking to use the facilities shall have been so obtained and approved. SMSBL 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 use of facility hereunder by SMSBL, 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.

(b) Minimum Limits of Insurance: SMSBL 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.

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

(d) Other Insurance Provisions: The commercial general liability and automobile 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 insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of SMSBL; and with respect to liability arising out of work or operations performed by or on behalf of SMSBL, 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 SMSBL insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

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

- (e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (f) Verification of Coverage: SMSBL 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, SMSBL hereby agrees to waive subrogation which any insurer of SMSBL may acquire from SMSBL 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 SMSBL, its agents, employees, SMSBLs and subcontractors. SMSBL agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

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

SMSBL shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the SMSBL in fulfillment of this Agreement. If necessary, SMSBL has the responsibility for employing other persons or firms to assist SMSBL in fulfilling the terms and obligations under this Agreement.

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

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

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

8. **VOLUNTARY TERMINATION:** Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to the other party.

9. **CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by SMSBL in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.
10. **NONDISCRIMINATION:** In connection with the execution of this Agreement, SMSBL shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. SMSBL shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. SMSBL shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, SMSBL shall comply with the provisions of Section 1735 of the California Labor Code.
11. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SMSBL shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. SMSBL specifically acknowledges that in entering into and executing this Agreement, SMSBL relies solely upon the provisions contained in this Agreement and no others.
12. **OBLIGATIONS OF SMSBL:** Throughout the term of this Agreement, SMSBL shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SMSBL will maintain a valid Non-Profit status and Non-profit business license from the City of Turlock during the length of the MOU. SMSBL must be registered with the Secretary of the State and also have a tax exemption certificate issued by the IRS & California Franchise Tax Board. A "Statement of Good Standing" from the Secretary of State must also accompany these documents. SMSBL warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. SMSBL further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.
13. **NEWS AND INFORMATION RELEASE:** SMSBL agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.
14. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.

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

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

17. SMSBL understands the utilization of the Facilities provided for by this MOU is subject to existing City rules and regulations for use of City parks and facilities, and such other reasonable rules as may be necessary to provide for orderly and enjoyable use by everyone.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF TURLOCK, a municipal corporation

STANISLUAS MEN'S SENIOR BASEBALL LEAGUE

By: _____
 Roy R. Wasden, City Manager

By: _____

APPROVED AS TO FORM AND LEGALITY:

Print Name: _____

By: _____
 Phaedra Norton, City Attorney

Title: _____

ATTEST:

By: _____
 Kellie Weaver, City Clerk, CMC



Council Synopsis

5P

February 28, 2012

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Memorandum of Understanding between the City of Turlock and the Turlock American Little League for the use of Pedretti Park for youth baseball programs within the community

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock American Little League (TALL), intend to work together to utilize Pedretti Park for youth baseball games. TALL will offer affordable youth baseball programs within the community. The MOU will assure the use of Pedretti Park and allow TALL to continue use of the facility. The city and TALL have successfully partnered together in the past through the affiliate program.

3. BASIS FOR RECOMMENDATION:

To ensure the city and TALL are adequately shielded from risk and liability; staff thoroughly evaluated the impacts of entering into a Memorandum of Understanding with TALL. In order to contract with the City of Turlock, TALL will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, and financial management, all of which are detailed in the MOU. Staff will work closely with TALL to ensure all requirements are maintained for the life of the MOU.

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

Goal(s): b-i Promote the usage of Pedretti Sport Complex and Gemperle Fields at Turlock/Stanislaus Regional Sports Complex, California State University Stanislaus, and Joe Debely Field resulting in economic benefits through increases in transient occupancy and sales tax

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

At the conclusion of the program, the City of Turlock will invoice TALL, for the use of Pedretti Park. The City of Turlock will bill TALL at a rate of Forty Six dollars and Fifty cents (\$46.50) per game for Monday through Saturday use of Pedretti Park, specifically field 4. No additional monies are required for this program. All monies collected will be in the Pedretti Park rental account.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could choose not to enter into a Memorandum of Understanding with TALL for the use of Pedretti Park. With this alternative, there could be a potential loss of revenue and facility rentals, as well as a loss of affordable sports activities.

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF TURLOCK
and
TURLOCK AMERICAN LITTLE LEAGUE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into by and between the City of Turlock (hereinafter "CITY") and Turlock American Little League (hereinafter "TALL") as of the 28th day of February, 2012.

WHEREAS, TALL provides organized baseball competition for the youth of Turlock and outlining areas of Stanislaus County;

NOW, THEREFORE, the parties agree as follows:

1. For Pedretti Park:

- a. TALL shall be entitled to the alternating use of the Pedretti Park Facility with Turlock National Little League and exclusive use of Field #4 for baseball from 5:30 P.M. to 10:30 P.M. for Monday through Friday and 8:30 A.M. to 10:30 P.M. on Saturday for months April through July beginning on the first Saturday of April of each year of this MOU (hereinafter "Regular Season").
- b. CITY shall be responsible for maintenance of the Pedretti Park Facility, providing trash receptacles, placement of field lines, and placement of bases, sprinkler repair and light replacement.
- c. For the 2012 Regular Season, TALL shall pay a non-profit rental rate of Forty Six dollars and Fifty cents (\$46.50) per game Monday through Saturday, plus an annual cost-of-living adjustment based on increases in the Consumer Price Index (not to exceed 6%) for each subsequent year.
- d. The daily rental for TALL tournaments shall be a base rental fee of Eighty One Dollars (\$81) Monday through Saturday for the year 2012 calendar year. In subsequent calendar years, the rental amount shall be adjusted by an annual cost-of-living adjustment as set forth above.
- e. TALL shall be responsible of providing Little League approved bases for the ball field at Pedretti Park.
- f. TALL will be responsible for reimbursement of light usage at Pedretti Park at a rate of Eleven dollars (\$11) per hour during the term of the MOU. The rate may be adjusted during the MOU as warranted by a cost analysis of light usage conducted by Turlock Irrigation District.
- g. Concessions at Pedretti Park facility are maintained through a contract between the City of Turlock and a private vendor. TALL shall not be permitted to provide concessions at Pedretti Park.

2. For Julien baseball field:

OK for Agenda
[Signature]

- a. TALL shall coordinate with Turlock Unified School District the exclusive use and maintenance schedule of Julien baseball field from the first Saturday in February through July.
 - b. TALL will reimburse CITY for actual costs associated with the use of lights at Julien baseball field in accordance with invoices provided by Turlock Irrigation District.
 - c. Concessions will be maintained by TALL and are the sole responsibility of TALL with all proceeds administered by TALL.
3. The term of this MOU shall be three (3) years beginning February 28, 2012 and ending February 27, 2015.
 4. Additional equipment or services, such as early access, tables, chairs, portable toilets, and public address systems are available for standard fees.
 5. Prior to the start of every season and at the conclusion of each season, a walk through inspection will be conducted with CITY staff and TALL representatives to review field/facility conditions.
 6. Any improvements to the facility being requested by TALL must be approved by the Parks, Recreation and Public Facilities Division Manager. All upgrades to the facility will be required to obtain a building permit with proper engineering and drawings when needed.
 7. All facility rental fees will be paid within 30 days of being billed by the CITY. Failure to timely pay shall result in cancellation of any scheduled use.

8. **INSURANCE AND INDEMNIFICATION**

INSURANCE: TALL shall not commence use of facilities under this Agreement until TALL has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall TALL allow any other person to use the facilities until all similar insurance required of the person seeking to use the facilities shall have been so obtained and approved. TALL 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 use of facility hereunder by TALL, 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.

(b) Minimum Limits of Insurance: TALL 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.

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

(d) Other Insurance Provisions: The commercial general liability and automobile 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 insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of TALL; and with respect to liability arising out of work or operations performed by or on behalf of TALL, 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 TALL insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

(3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

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

- (e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- (f) Verification of Coverage: TALL 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, TALL hereby agrees to waive subrogation which any insurer of TALL may acquire from TALL 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 TALL, its agents, employees, TALLs and subcontractors. TALL agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

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

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

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

TALL shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of TALL in fulfillment of this Agreement. TALL has control over the manner and means of performing the services under this Agreement. TALL is permitted to provide a service to others during the same period service is provided to CITY under this

Agreement. If necessary, TALL has the responsibility for employing other persons or firms to assist TALL in fulfilling the terms and obligations under this Agreement.

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

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

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

10. **VOLUNTARY TERMINATION:** Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to the other party.
11. **CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by TALL in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.
12. **NONDISCRIMINATION:** In connection with the execution of this Agreement, TALL shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. TALL shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. TALL shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, TALL shall comply with the provisions of Section 1735 of the California Labor Code.
13. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. TALL shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. TALL specifically acknowledges that in entering into and executing this Agreement, TALL relies solely upon the provisions contained in this Agreement and no others.
14. **OBLIGATIONS OF TALL:** Throughout the term of this Agreement, TALL shall

possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. TALL will maintain a valid Non-Profit status and Non-profit business license from the City of Turlock during the length of the MOU. TALL must be registered with the Secretary of the State and also have a tax exemption certificate issued by the IRS & California Franchise Tax Board. A "Statement of Good Standing" from the Secretary of State must also accompany these documents. TALL warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. TALL further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

15. **NEWS AND INFORMATION RELEASE:** TALL agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.
16. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.
17. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** TALL shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 *et seq.*; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 *et seq.*
18. **NOTICE:** Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:
19. TALL understands the utilization of the Facilities provided for by this MOU is subject to existing city rules and regulations for use of city parks and facilities, and such other reasonable rules as may be necessary to provide for orderly and enjoyable use by everyone.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF TURLOCK, a municipal corporation

TURLOCK AMERICAN LITTLE LEAGUE

By: _____
Roy R. Wasden, City Manager

By: _____

APPROVED AS TO FORM AND LEGALITY:

Print Name: _____

By: _____
Phaedra Norton, City Attorney

Title: _____

ATTEST:

By: _____
Kellie Weaver, City Clerk, CMC



Council Synopsis

50

February 28, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Michelle Backeroff, Community Service Officer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2009-023 and adopting the amended schedule of maximum fees and charges for tow cars and towing services for the Turlock Police Department tow rotation list, pursuant to Turlock Municipal Code section 4-15-206

2. DISCUSSION OF ISSUE:

Upon the request of tow service operators to increase the towing fee schedule, a survey of towing services in the region was conducted to compare the towing fees authorized by other municipalities in the area.

The results of the survey revealed that the fees currently authorized by the City of Turlock for towing services are below average as compared to the majority of the other cities in the area. In some instances, these fees are 20% to 35% below the fees charged by towing services in other cities throughout the region (see attached regional survey).

Furthermore, it is also recommended that in the event of unusual circumstances and upon approval of Turlock Police Department, extra fees may be charged.

3. BASIS FOR RECOMMENDATION:

- A) Recommendation is based on Turlock Municipal Code section 4-15-206 (h) that provides for an increase in the fees charged by towing services after a review of rates and charges used in comparable communities
- B) A survey of towing fees authorized by other municipalities in the region indicate that in some instances the towing fees in the City of Turlock are significantly below other cities in the area.
- C) Turlock Municipal Code 4-15-206 (h) also states that the rates and charges shall provide for extra fees in case of unusual circumstances.
- D) Towing fees in the City of Turlock were last increased February 24, 2009.

STRATEGIC PLAN:

Strategic Plan Initiative: B. PUBLIC SAFETY

Goal(s): b. Police Department

iv) Work with our business community to provide prompt and efficient communication, support, and service to assist businesses in being successful.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Budget Amendment: N/A

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

Council may examine the fee increase proposal and shall determine whether or not it is in the public's interest and necessity to increase the maximum fees and charges for towing cars and towing services on the rotation list. If Council finds that the increase in maximum fees and charges is not in the public interest, Council may deny the request.

**Regional Rotation Tow Fee Survey
2011**

	Daytime Towing	Inside Storage	Outside Storage	Gate Fee: Non Business hours	Large Veh: Class B	Large Veh: Class C
Turlock	\$150 -1 st hr \$30 – 15min after 1 st hr	\$35	\$35	\$50	\$195 – 1 st hr \$45 every 15 min after 1 st hr	\$250- 1 st hr \$45- 15 min after 1 st hr (\$340 max)
Modesto	\$185	\$39	\$34	N/A	N/A	N/A
S/O	\$185	\$50-80	\$50-80	N/A	\$260	\$380
CHP	\$185	\$50-80	\$50-80	N/A	\$260	\$380
Ceres	\$145	\$35	\$32	\$60	N/A	N/A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }
RESOLUTION NO. 2009-023 AND }
ADOPTING THE AMENDED SCHEDULE }
OF MAXIMUM FEES AND CHARGES FOR }
TOW CARS AND TOWING SERVICES FOR }
THE TURLOCK POLICE DEPARTMENT }
TOW ROTATION LIST, PURSUANT TO }
TURLOCK MUNICIPAL CODE SECTION }
4-15-206 }

RESOLUTION NO. 2012-

WHEREAS, the maximum fees and charges which may be charged by towing service operators for services rendered pursuant to Turlock Municipal Code Section 4-15-206 were established by Turlock City Council Resolution No. 2009-023 on February, 24, 2009; and

WHEREAS, representatives of towing service operators on the Turlock Police Department's rotation list established pursuant to Turlock Municipal Code Section 4-15-204 have requested a review of the maximum fees and charges which may be charged by towing service operators to keep up with the costs associated with providing towing services to the City of Turlock; and

WHEREAS, Turlock Municipal Code Section 4-15-206 provides that the maximum fees and charges which may be charged by towing service operators for services rendered pursuant to this chapter shall be established by Resolution of the City Council. Such rates and charges shall be established after a review of rates and charges used in comparable communities and operating data supplied by towing service operators on the rotation list established pursuant to this chapter; and

WHEREAS, Turlock Municipal Code Section 4-15-206 states that the rates and charges shall provide for extra fees in case of unusual circumstances; and

WHEREAS, a review of rates and charges for towing services in comparable cities and operating data supplied by towing service operators on the Turlock Police Department's rotation list indicate that the maximum fees which may be charged by towing service operators pursuant to Turlock City Council Resolution No. 2009-023 are approximately 20%-35% below the rates and charges used in many of the comparable communities.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Turlock does hereby supersede Resolution No. 2009-023 and do hereby adopt the amended schedule of maximum fees and charges which may be charged by towing service operators for services rendered pursuant to Turlock Municipal Code Section 4-15-206 as indicated on Exhibit "A" attached to this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of February 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

SERVICE	RATE
Daytime towing (8 a.m. to 5 p.m.)	\$185 for the first hour and \$45 every 15 minutes beyond the first hour.
Nighttime, weekend, holiday towing	\$185 for the first hour and \$45 every 15 minutes beyond the first hour.
Inside storage	\$50.00
Outside storage	\$50.00
Gate fee: non-business hours	\$55.00
Large vehicle: Class B (GVWR \geq 26,001)	\$250.00 for first hour (minimum), \$60 every 15 minutes after first hour (off-road, canal, etc)
Extra Large vehicle: Class C (GVWR \geq 33,001)	\$320.00 for first hour (minimum), \$60 every 15 minutes after first hour up to \$600 maximum
In the event of unusual circumstances and upon approval of Turlock Police Department, extra fees may be charged.	



Council Synopsis

7A
February 28, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Michelle Backeroff, Community Service Officer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Superseding Resolution No. 2009-023 and adopting the amended schedule of maximum fees and charges for tow cars and towing services for the Turlock Police Department tow rotation list, pursuant to Turlock Municipal Code section 4-15-206

2. DISCUSSION OF ISSUE:

Upon the request of tow service operators to increase the towing fee schedule, a survey of towing services in the region was conducted to compare the towing fees authorized by other municipalities in the area.

The results of the survey revealed that the fees currently authorized by the City of Turlock for towing services are below average as compared to the majority of the other cities in the area. In some instances, these fees are 20% to 35% below the fees charged by towing services in other cities throughout the region (see attached regional survey).

Furthermore, it is also recommended that in the event of unusual circumstances and upon approval of Turlock Police Department, extra fees may be charged.

3. BASIS FOR RECOMMENDATION:

- A) Recommendation is based on Turlock Municipal Code section 4-15-206 (h) that provides for an increase in the fees charged by towing services after a review of rates and charges used in comparable communities
- B) A survey of towing fees authorized by other municipalities in the region indicate that in some instances the towing fees in the City of Turlock are significantly below other cities in the area.
- C) Turlock Municipal Code 4-15-206 (h) also states that the rates and charges shall provide for extra fees in case of unusual circumstances.
- D) Towing fees in the City of Turlock were last increased February 24, 2009.

STRATEGIC PLAN:

Strategic Plan Initiative: B. PUBLIC SAFETY

Goal(s): b. Police Department

iv) Work with our business community to provide prompt and efficient communication, support, and service to assist businesses in being successful.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Budget Amendment: N/A

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

Council may examine the fee increase proposal and shall determine whether or not it is in the public's interest and necessity to increase the maximum fees and charges for towing cars and towing services on the rotation list. If Council finds that the increase in maximum fees and charges is not in the public interest, Council may deny the request.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPERSEDING }
RESOLUTION NO. 2009-023 AND }
ADOPTING THE AMENDED SCHEDULE }
OF MAXIMUM FEES AND CHARGES FOR }
TOW CARS AND TOWING SERVICES FOR }
THE TURLOCK POLICE DEPARTMENT }
TOW ROTATION LIST, PURSUANT TO }
TURLOCK MUNICIPAL CODE SECTION }
4-15-206 }

RESOLUTION NO. 2012-

WHEREAS, the maximum fees and charges which may be charged by towing service operators for services rendered pursuant to Turlock Municipal Code Section 4-15-206 were established by Turlock City Council Resolution No. 2009-023 on February, 24, 2009; and

WHEREAS, representatives of towing service operators on the Turlock Police Department's rotation list established pursuant to Turlock Municipal Code Section 4-15-204 have requested a review of the maximum fees and charges which may be charged by towing service operators to keep up with the costs associated with providing towing services to the City of Turlock; and

WHEREAS, Turlock Municipal Code Section 4-15-206 provides that the maximum fees and charges which may be charged by towing service operators for services rendered pursuant to this chapter shall be established by Resolution of the City Council. Such rates and charges shall be established after a review of rates and charges used in comparable communities and operating data supplied by towing service operators on the rotation list established pursuant to this chapter; and

WHEREAS, Turlock Municipal Code Section 4-15-206 states that the rates and charges shall provide for extra fees in case of unusual circumstances; and

WHEREAS, a review of rates and charges for towing services in comparable cities and operating data supplied by towing service operators on the Turlock Police Department's rotation list indicate that the maximum fees which may be charged by towing service operators pursuant to Turlock City Council Resolution No. 2009-023 are approximately 20%-35% below the rates and charges used in many of the comparable communities.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Turlock does hereby supersede Resolution No. 2009-023 and do hereby adopt the amended schedule of maximum fees and charges which may be charged by towing service operators for services rendered pursuant to Turlock Municipal Code Section 4-15-206 as indicated on Exhibit "A" attached to this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of February, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A

SERVICE	RATE
Daytime towing (8 a.m. to 5 p.m.)	\$185 for the first hour and \$45 every 15 minutes beyond the first hour.
Nighttime, weekend, holiday towing	\$185 for the first hour and \$45 every 15 minutes beyond the first hour.
Inside storage	\$50.00
Outside storage	\$50.00
Gate fee: non-business hours	\$55.00
Large vehicle: Class B (GVWR ≥ 26,001)	\$250.00 for first hour (minimum), \$60 every 15 minutes after first hour (off-road, canal, etc)
Extra Large vehicle: Class C (GVWR ≥ 33,001)	\$320.00 for first hour (minimum), \$60 every 15 minutes after first hour up to \$600 maximum
In the event of unusual circumstances and upon approval of Turlock Police Department, extra fees may be charged.	



Council Synopsis

February 28, 2011

8A

From: Dan Madden, Municipal Services Director

Prepared by: Dan Madden, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the creation and filling of one (1) new job classification of Executive Administrative Assistant within Municipal Services through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

2. DISCUSSION OF ISSUE:

The current allocated position of Supervising Secretary within Municipal Services recently became vacated through the retirement of a long-term employee. In evaluating the current and future needs of the Department, it became apparent the Departments needs would better be met by the position of an Executive Administrative Assistant.

There is a need for a position that is able to perform a greater number of tasks related to report writing, analysis of departmental needs, assistance to the management team in confidential issues, supervision, mentoring and bringing a higher level of professionalism to the office environment. Therefore, staff is recommending the elimination of the Supervising Secretary position and the allocation of the Executive Administrative Assistant position.

3. BASIS FOR RECOMMENDATION:

During the last 30 years the needs of the Department have expanded and become far more complex than in the past. The requirements of this position will bring a higher level of service both internally and externally as well as providing greater assistance to Municipal Services management staff, office staff, as well as coordination with other City departments on mutually beneficial issues.

Strategic Plan Initiative A. EFFECTIVE LEADERSHIP

- Goal(s):
- b. Internal department service improvements
 - c. Hire, develop and retain the best and most qualified employees
 - d. Succession planning

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

FY 11/12 impact for salary = \$18,780 benefits = \$7,601.00
Total \$26,381.

Funding is provided within Sewer Enterprise Funds 410.41001 and 410.42000 respectively as a result of the vacancy created by the retirement of the Supervising Secretary and a Senior Wastewater Treatment Plant Operator.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not move forward with the requested position allocation. Staff does not recommend this alternative as it would be in conflict with the City Strategic plan goal relative to Effective Leadership.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CREATION AND FILLING OF ONE (1) NEW }
JOB CLASSIFICATION OF EXECUTIVE }
ADMINISTRATIVE ASSISTANT WITHIN }
MUNICIPAL SERVICES THROUGH AN }
IN-HOUSE RECRUITMENT OF FULL-TIME, }
PART-TIME AND VOLUNTEER STAFF, }
AND OUTSIDE RECRUITMENT IF NEEDED }
_____ }

RESOLUTION NO. 2012-

WHEREAS, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989 as directed under the provisions of Section 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, the Personnel System Rules and Regulations Section 12.02 Adoption of (Classification) Plan relates to employee job classifications and the creation, abolishment or modification of job classifications requires City Council approval; and

WHEREAS, due to the retirement of the Supervising Secretary within Municipal Services and need for higher level of service both internally and externally as well as providing greater assistance to Municipal Services management staff, office staff, as well as coordination with other City departments on mutually beneficial issues a new job classification (Exhibit A) has been created for Executive Administrative Assistant.

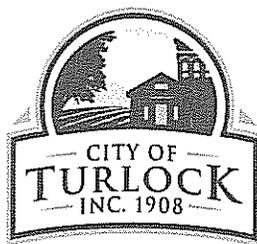
NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the creation and filling of one (1) new job classification of Executive Administrative Assistant within Municipal Services through an in-house recruitment of full time, part time and volunteer staff and outside recruitment if needed.

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



EXECUTIVE ADMINISTRATIVE ASSISTANT/MUNICIPAL SERVICES

DEFINITION

Under the general direction of the Department Director, to perform responsible coordination, technical and advanced clerical support to departmental operations; provide input and technical assistance to the Department Director and Management Staff, including highly confidential duties, personnel records management and file maintenance.

The nature, diversity, and scope of responsibilities originating from this position require the frequent use of discretion, initiative, and independent judgment.

This classification is assigned to the miscellaneous bargaining unit for labor relations purposes and is subject to overtime assignments.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from a Department Director. Will be responsible for functional, technical, or direct supervision over other clerical and/or secretarial staff.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

Perform a wide variety of complex, responsible, administrative and confidential duties for Department Director.

Coordinates incoming correspondence, visitors and telephone calls with the availability of a Department Director and other Management Staff.

Coordinates activities to ensure timely submission of documents or information that may be required of several staff personnel to complete a major project.

Exercises considerable judgment in disseminating information, making referrals to the appropriate authority and initiating and composing correspondence.

Researches and compiles confidential and other data for Management staff.

Composes correspondence, complex reports, resolutions, contracts, and other communications for inclusion within the City Council agenda.

Files, cross references and indexes materials; establishes and maintains record keeping systems for departmental records requiring use of a computer terminal.

Provides information to the public and staff regarding City operations and established administrative policies and procedures.

Researches inquiries from staff and the public and compiles information for inclusion in various reports.

Performs the more difficult work of the clerical staff; establishes standards of performance for each position supervised; operates City vehicles; and performs related work as required.

Coordinate work schedules insuring proper coverage in department including each division in the department.

Provide training related to general clerical duties and procedures, as well as departmental work assignments.

Prepare and conduct employee performance evaluations, making appropriate recommendations.

Recommend organizational or procedural changes affecting clerical activities.

Make travel arrangements, maintain appointment schedules and calendars and arrange meetings and conferences.

May take and transcribe oral dictation from shorthand notes or transcribing machine recordings; operate office equipment and word processor.

Participate and assist in the administration of a department; prepare comprehensive reports, compile annual budget requests and recommend expenditure requests for designated accounts.

May serve as Secretary to a board or commission, preparing the agenda, assembling background materials, taking and transcribing minutes of the meetings and performing related support services.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Advanced word processing, spreadsheet, database, electronic mail, publishing, and other business related computer software applications;

Dictation and transcription;

Correct English usage, spelling, grammar, and punctuation;

Basic mathematics;

Modern office methods, procedures, secretarial practices, and business correspondence;

Filing systems and complex record keeping methods;

Modern office equipment and personal computers;

Appropriate safety precautions and procedures.

Organization, procedures and operating details of the City department to which assigned.

City government organization, functions, policies, rules and regulations.

Principles of supervision, training and performance evaluation.

Ability to:

Assign, supervise, train, evaluate, and correct the work of subordinates;

Perform complex secretarial, clerical and administrative detail work involving independent judgment requiring thorough knowledge of city and department functions and municipal policies;

Take responsibility and use good judgment in the application of authority;

Prepare work schedules based on set parameters.

Plan, organize and schedule work priorities for others.

Supervise and train clerical support staff.

Prepare and conduct employee performance evaluations.

Make recommendations to Department Director related to personnel issues.

Communicate clearly and concisely, orally and in writing.

Read and interpret specific rules, and policies and apply them with good judgment in a variety of procedural situations;

Create clear and comprehensive reports, letters, and memoranda and keep complex records;

Devise or adopt office procedures in response to changing organizational needs;

Type accurately at a speed of 65 words per minute net corrected;

Interact with the City Manager, Department Directors, public agency officials, citizens, business's and staff in a diplomatic and professional manner;

Maintain the confidentiality of privileged information;

Perform routine and complex mathematical calculations;

Operate a vehicle observing legal and defensive driving practices;

Understand and carry out oral and written instructions;

Establish and maintain effective relationships with those contacted in the course of work.

EXPERIENCE AND EDUCATION

Any combination of training and experience that would provide the knowledge and skills and abilities is qualifying. A typical way to obtain the knowledge and skill and abilities is:

Experience:

Five years of increasingly responsible office support experience, including public contact, detailed report writing, analytical skills, and the full range of technical and advanced administrative duties.

Education:

Possession of an Associate's Degree with course work in secretarial science, office management, general business, or related field;

OR

Must have a minimum of twenty (20) accredited college units and at time of appointment be enrolled in a two-year accredited college and obtain an Associate's Degree with course work in office management, general business, or related field within 36 months of date of appointment.

LICENSE AND/OR CERTIFICATES

Possession of a valid California Class C Drivers License at the time of appointment, to be maintained thereafter as a condition of continued employment.

Possession of a typing certificate verifying a typing speed of 65 words per minute net corrected.

PHYSICAL REQUIREMENTS

Performance of the important duties of this position include the following physical demands and/or working conditions: Requires the ability to exert a small amount of physical effort in sedentary to light work involving moving from one area to another; requires sufficient hand/eye coordination to perform semi-skilled repetitive movements, such as typing, filing, data entry and/or the use of commonly used office machines and supplies. Tasks require visual perception and discrimination as well as oral communications ability.

Class Established February 2012

Reviewed and approved: _____ **Date:** _____



Council Synopsis

8B

February 28, 2012

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

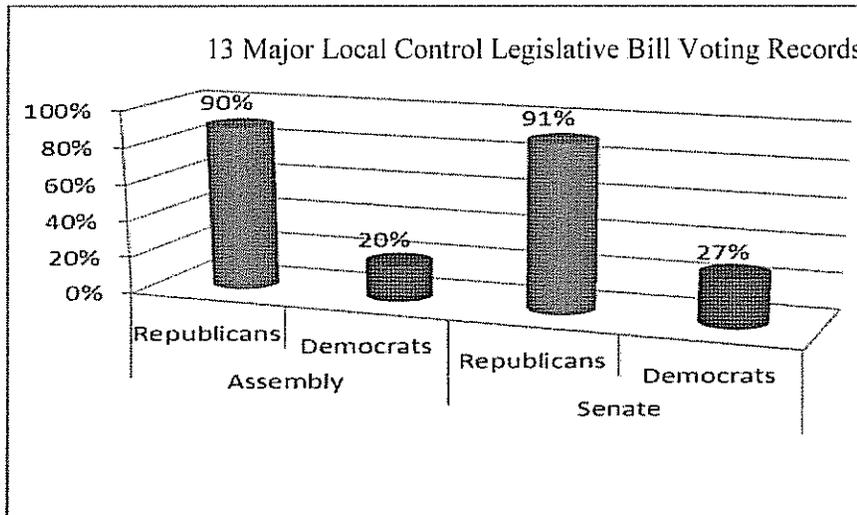
Motion: Receiving the 2011 League of California Cities Legislature Voting Records Summary regarding local control

2. DISCUSSION OF ISSUE:

The League of CA Cities has compiled a summary of the voting records on 13 legislative bills from 2011 that most affected cities. (See Exhibit A)

After a difficult 2011 legislative session, city officials widely requested that the League of California Cities produce a special report on legislative vote records for the year. Attached is a copy of that report, which contains vote records on the thirteen significant pieces of legislation that were acted upon during this session that related to local control. Of most significance to Turlock were the elimination of redevelopment agencies during this legislative year and the taking of vehicle license fee funding.

The attached voting records summary doesn't tell the full story, but does highlight some interesting facts worth noting. Related to local control and voting on League of CA Cities lobbied positions, Republicans consistently voted in favor of local control, while Democrats didn't. Of 25 Democrats in the Senate, the voting average for local control support was only 27%, compared with an average of 91% by the 15 Republicans. In the Assembly, the 52 Democrats on average voted for local control only 20% of the time, while the 27 Republicans voted their support at an average of 90%. The chart below summarizes these findings.



In the summary, votes on redevelopment and vehicle license fee revenues are listed in a separate category and given 50% weight, given their importance to many cities. The remaining bills are also assigned 50% weight, and a total combined score is listed in the far right column. Votes consistent with the League of CA Cities' position are marked with a "+" sign, and those counter to the League's position are marked with a "-" sign. Abstentions, which can be important, are reflected with either "NV+" or "NV-" sign. Absences are noted with an "ABS" sign. The summary also includes details about the 13 legislative bills and how they affect local control and revenues.

While again, this scorecard of votes does not provide full context, it may provide an opportunity for individual legislators to be held accountable for their votes, either to be thanked for their support of local control, or to have serious conversations with and considerations about those who don't.

3. BASIS FOR RECOMMENDATION:

- A. To draw attention to the actions of the State Legislature related to recently adopted legislative bills affecting local government control.

Strategic Plan Initiative Not specifically identified within the City's Strategic Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: There is no fiscal impact associated with accepting this summary, but many of the bills had significant negative fiscal impacts on the City. Further, a continued lack of support for local control by the legislature in the future will further perpetuate negative fiscal impacts.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could choose not to receive the voting records summary.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

December 6, 2011

To: Members of the California State Legislature

From: Dan Carrigg, Legislative Director, LCC

Re: League 2011 Legislative Vote Records on Key City Bills

After a difficult 2011 legislative session, city officials widely requested that the League of California Cities produce a special report on legislative vote records for the year. Enclosed is a copy of that report, which contains vote records on the final floor actions on thirteen significant pieces of legislation that cities acted upon during this session. All of these bills were well-known by legislators and city officials alike as priority city bills and available in the legislative history. This report is being provided only to city officials and legislators.

Three critical fiscal bills (ABx1 26, ABx1 27, and SB 89) were assigned a separate score and averaged by 50% of the total combined weight. These bills were weighted separately because redevelopment agencies are a critical component of job creation/infrastructure financing in many cities and the loss of city Vehicle License Fee (VLF) funds had a significant impact on recently incorporated and other cities.

As you can see in the attached packet, we also cautioned our members that vote records alone do not tell the full legislative story, and we urged them to use the report only as the starting point for a discussion with you about your policy choices in 2011. We pointed out examples of other ways in which legislators were helpful to cities in 2011, even if their final vote might not reflect a supportive position.

Few would deny, however, that 2011 was one of the most strained years in memory for state-city relations. Much of this, no doubt, has been brought about by the difficult economy and related local and state budget challenges. Other contentious matters center on the perennial clash between state mandates versus community flexibility as a means of best addressing policy matters.

Our state and cities are not well served by continuing division. Both the state and cities play a vital role in serving the people of California, and we simply can't do it without each other. City leaders and the League welcome a dialogue with you in 2012 about how we can better collaborate to serve the people of California and our cities. City leaders remain committed to providing critical municipal services, enhancing community quality of life, and investing in infrastructure—all of which will support an improved economy. We welcome the chance to work with you in partnership to move California, its cities and its residents forward.

Thank you for your public service. Please let me know if you have any questions about this report. I can be reached at (916) 658-8222 or carriggd@cacities.org.

2011 Legislative Vote Records on Key City Bills

The 2011 Legislative Session was one of the most difficult in recent memory for state-city relations. The effort to eliminate redevelopment agencies, the raid of city vehicle license fees in SB 89, and numerous individual bills limiting local authority prompted city officials to request the League to produce legislative vote records on key votes affecting city revenue and authority.

The League compiled the final floor actions on 13 bills important to cities during the 2011 session. Votes on redevelopment and vehicle license fee revenues have been listed in a separate category and given 50% weight, given their importance to many cities. The remaining bills are also assigned 50% weight, and a total combined score is listed in the far right column. Votes consistent with the League's position are marked with a "+" sign, and those counter to the League's position are marked with a "-" sign. Abstentions, which can be important, are reflected with either "NV+" or "NV-" sign. Absences are noted with an "ABS" sign.

Senator Rod Wright (D-Los Angeles) and Senator Bob Huff (R-Diamond Bar) were recognized as the League's Legislators of the Year for their efforts to protect redevelopment.

Some Comments and Cautions on Vote Records:

- 1) The most powerful tool a legislator has is their vote and they should be held accountable for them, but a sampling of legislative floor votes does not always provide the full story. The League took action on many bills that are not on this list. Some bills were stopped in committees; others were amended to remove concerns. A legislator may have helped in committee or in behind-the-scenes efforts to secure a helpful amendment or broker a compromise. A legislator may have sponsored legislation or voted on other measures important to their city not reflected in this listing. Thus, a vote record only provides a partial picture.¹
- 2) Keep the relative importance of these bills and how they affect your community in mind. For some cities a vote on redevelopment elimination may outweigh most other bills on the list.
- 3) To protect local control and revenue, the League is compelled to play more defense than offense. Thus "No" votes and abstentions on bills the League is opposed to should often carry more weight.
- 4) All of the bills on this list are either budget-related or authored by Legislative Democrats. Few Republican-authored bills make it through the process.

¹ As examples, in addition to Senator Wright and Senator Huff, the League's legislators of the year, other legislators were helpful in the battle to protect redevelopment. For example, Assembly Member Luis Alejo (D-Watsonville) led an effort by Assembly Democrats in his AB 1250 to develop reforms to redevelopment as a workable alternative to the Governor's elimination proposal. Assembly Member Diane Harkey (R-Laguna Niguel) pressed Legislative Counsel to issue an opinion on the constitutionality of the Governor's original proposal which confirmed local government concerns that it violated the Constitution. On the Senate floor, Senator Alex Padilla (D-Los Angeles) spoke eloquently against the redevelopment bills. Assembly Member Jose Solorio (D-Santa Ana) worked with the League at the end of session in an effort to restore city and Orange County VLF revenues. Most Republican legislators also voted against the elimination proposal, and those Republicans who were negotiating with the Governor over potential tax extensions sought to protect redevelopment in any agreement.

The League also appreciates the efforts of Assembly Member Bob Blumenfield (D-Van Nuys) to push through a SBx1 4 in the final hours of the legislative session which removed an unworkable maintenance of effort requirement for city COPS funds. Senator Lois Wolk (D-Davis) played a critical role in resolving local government concerns with the municipal bankruptcy bill, AB 506.

- 5) Most bills on the list only required a majority vote. Democrats have 25 out of 40 seats in the Senate and 52 out of 80 seats in the Assembly. This means that the Democrat majority can pass bills without needing Republican votes. It also means that not all Democrats need to vote for bills.

Ways to Use This Document:

- 1) Have a conversation with your legislator about the 2011 Session, and include the vote record as part of that conversation.
- 2) If your legislator has a good record on local control, thank them. They deserve it.
- 3) If your legislator's vote record is weak, ask them why. Members often try to find ways of helping while avoiding bucking leadership or a powerful sponsor. Ask your legislator what else you should take into account.
- 4) Evaluate the conversation. Is there a reliable commitment for a continued or *improved* level of responsiveness to their city's issues?
- 5) For elected city officials that provide legislative endorsements consider whether or not the legislator merits your support.

Legislation Included on League 2011 Vote Record

AB 438 (Williams). County Free Libraries: Withdrawal.

League Position: Oppose

This bill mandates specific contractual provisions for general law cities that leave county library systems and choose to contract for library staffing systems for their city-owned library. The bill exempts non-profit organizations that a city contracts with for staffing services, and sunsets in 2019. Status: Signed by Governor

AB 646 (Atkins). Imposes Compulsory Fact-finding at Request of Employee Union.

League Position: Oppose

This measure provides that in the event of impasse, after the parties agree to a mediator and the mediator cannot effect a settlement within 30 days, the employee organization can request that the parties' differences be submitted to a fact-finding panel.

Status: Signed by Governor

AB 678 (Pan). Medi-Cal Transport Reimbursements.

League Position: Support

This bill creates a mechanism for local fire departments to access existing federal funds for Medi-Cal emergency transport reimbursement through the Department of Health Care Services. Currently, each Medi-Cal reimbursement falls hundreds of dollars short of the true cost to cities, counties and fire districts. Status: Signed by Governor

AB 710 (Skinner). Mandatory Statewide Parking Standards.

League Position: Oppose

This bill would have prohibited local governments from requiring minimum parking standards beyond those prescribed in the bill for transit intensive areas. The League didn't take a position on this bill until the bill reached the Senate; therefore, the Assembly vote is not reflected on the score card. Status: Defeated on Senate Floor

AB 1220 (Alejo). Housing Elements: Statutes of Limitation.

League Position: Oppose

This bill would have expanded the statute of limitations to three years to sue a city or county on the adequacy of a housing element. This provision would have created additional uncertainty and is out of context with the 90-day statutes of limitations which apply to other elements of the general plan. Status: Vetoed by Governor

ABx1 26 (Blumenfield). Redevelopment Elimination.

League Position: Oppose

This measure eliminates redevelopment agencies and creates a process to wind-down RDA activities and dispose of their assets. Status: Signed by Governor

ABx1 27 (Blumenfield). Redevelopment: Payments.

League Position: Oppose

This measure establishes an Alternative Voluntary Redevelopment Program authorizing a redevelopment agency (RDA) to continue to exist if the city or county transfers a portion of tax increment to finance payments to schools, fire protection agencies and transit agencies. Status: Signed by Governor

SB 89 (Budget and Fiscal Review Committee). Vehicle License Fees.

League Position: Oppose

This measure includes a provision that eliminates \$130 million in general purpose vehicle license fee funding from cities and \$50 million from the County of Orange. Status: Signed by Governor

SB 136 (Yee). Public Contracts: Energy Service Contracts: Prevailing Wages.

League Position: Oppose

This bill triggers prevailing wage requirements for all work performed on public property in connection with energy service contracts, including energy audits and analyses. Status: Signed by Governor

SB 244 (Wolk). General Plan: Annexation. Unincorporated Communities.

League Position: Oppose

This bill requires cities to update elements of the General Plan to address "disadvantaged unincorporated communities" by the next revision of the housing element; and requires a Local Agency Formation Commission (LAFCO) to deny an application for any annexation if it is contiguous to a disadvantaged community, unless a second application is filed for its annexation. Status: Signed by Governor

SB 293 (Padilla). Public Works Contracts: Retention Proceeds.

League Position: Oppose

This bill caps retention proceeds on public works projects at 5%, unless the governing body declares that the project is substantially complex and requires a higher retention rate. These provisions have a sunset date of Jan. 1, 2016. Status: Signed by Governor

SB 469 (Vargas). Land Use: Development Project Review: Superstores.

League Position: Oppose

This bill would have discriminated against certain local land use decisions by requiring an exhaustive economic impact report to be prepared for only a narrow set of "superstores" selling non-taxable food products, but not to other large retailers with similar impacts. Status: Vetoed by Governor

SB 679 (Pavley). Energy: Energy Conservation Projects: Financial Assistance.

League Position: Support

This measure provides \$25 million to the Energy Conservation Assistance Account for revolving loans at low interest to local governments for energy efficiency retrofits of local government and non-profit buildings, hospitals, and schools.

Status: Signed by Governor

SBx14 (Budget Committee). Supplemental Law Enforcement Services Account.

League Position: Support

This measure amends and removes a provision included in ABx1 16, that would have created a new maintenance of effort (MOE) requirement on all frontline municipal police services for cities to receive COPS (Citizens' Option for Public Safety) funding. Absent this clean-up, many cities would have been unable to access their COPS grants.



+ Legislator voted with League on a bill.
 - Legislator voted against League on a bill.
 NV+ Legislator did not vote, or abstained on a bill supported by the League, which counts as supporting League's position.
 NV- Legislator did not vote, or abstained on a bill supported by the League, which counts as opposing the League's position.
 ABS Legislator was excused from the day's session due to health, legislative district business, or other personal reasons.

Weighted Score Card

Votes were weighed 50% for critical fiscal bills and 50% for other bills that affect local control.
 Since the League did not have position on AB 710 when the bill was voted on in the Assembly, that bill is not reflected in this report.

ASSEMBLY REPORT CARD Name (District) League Position	Critical Fiscal Bills			Other Local Control Bills										Final Average			
	ABx1 26 Oppose	ABx1 27 Oppose	SB 89 Oppose	Ratio	%	AB 438 Oppose	AB 646 Oppose	AB 678 Support	AB 1220 Oppose	SB 136 Oppose	SB 244 Oppose	SB 293 Oppose	SB 469 Oppose	SB 679 Support	SBx1 4 Support	Ratio	%
Achadjian, Katcho (33)	+	+	+	3/3	100%	+	+	+	+	+	-	-	+	+	+	9/10	90%
Alejo, Luis (28)	+	+	-	2/3	67%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Allen, Michael (7)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Ammiano, Tom (13)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Atkins, Tom (76)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Beall, Jim (24)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Berryhill, Bill (26)	+	+	+	3/3	100%	+	+	+	+	+	-	-	+	+	+	9/10	90%
Block, Marty (78)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Blumenfeld, Robert (40)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	4/8	50%
Bonilla, Susan (11)	-	-	-	0/3	0%	-	-	+	-	-	-	-	ABS	ABS	+	3/8	38%
Bradford, Steven (51)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Brownley, Julia (41)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Buchanan, Joan (15)	-	-	-	0/3	0%	NV+	-	+	-	-	-	-	-	+	+	5/10	50%
Butler, Betsy (53)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Calderon, Charles (58)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Campos, Nora (23)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Carter, Wilmer Amina (62)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Cedillo, Gil (45)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Chesbro, Wesley (01)	-	-	-	0/3	0%	NV+	NV+	+	NV+	-	-	-	-	+	+	6/10	60%
Conway, Connie (34)	+	+	+	3/3	100%	+	+	+	+	+	-	-	+	+	+	9/10	90%
Cook, Paul (65)	+	+	+	3/3	100%	+	+	+	+	+	-	-	+	+	+	9/10	90%
Davis, Mike (48)	-	-	-	0/3	0%	-	-	+	-	-	-	-	ABS	ABS	+	2/8	25%
Dickinson, Roger (9)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	4/10	40%
Donnelly, Tim (59)	+	+	+	3/3	100%	+	+	+	+	+	NV+	+	-	NV-	+	8/10	80%
Eng, Mike (49)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	2/10	20%
Feuer, Mike (42)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Fletcher, Nathan (75)	+	+	+	3/3	100%	+	+	+	+	+	-	-	+	+	+	9/10	90%
Fong, Paul (22)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Fuentes, Felipe (39)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	3/10	30%
Furutani, Warren (55)	-	-	-	0/3	0%	-	-	+	-	-	-	-	NV+	+	+	5/10	50%
Gaines, Beth (4)	-	-	-	2/3	67%	+	+	+	+	+	-	-	+	+	+	9/10	90%
Galigani, Cathleen (17)	-	-	-	0/3	0%	-	-	+	-	-	-	-	NV+	+	+	4/10	40%
Garrick, Martin (74)	+	+	+	3/3	100%	+	+	+	+	+	-	-	+	+	+	9/10	90%
Gatto, Mike (43)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	2/10	20%
Gordon, Richard (21)	-	-	-	0/3	0%	NV+	-	+	-	-	-	-	-	+	+	5/10	50%
*Gorell, Jeff (37)	ABS	ABS	ABS	N/A	N/A	ABS	ABS	ABS	ABS	ABS	ABS	ABS	ABS	ABS	ABS	N/A	N/A
Grove, Shannon (32)	+	+	+	3/3	100%	+	+	+	+	+	+	+	+	+	+	9/10	90%
Hagman, Curt (60)	+	+	+	3/3	100%	+	+	+	+	+	+	+	+	+	+	9/10	90%
Halderman, Linda (29)	ABS	ABS	+	1/1	100%	+	+	+	+	+	-	-	-	NV-	+	7/10	70%
Hall, Isadore (52)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	+	5/10	50%
Harkey, Diane (73)	NV+	+	+	3/3	100%	+	+	+	+	+	-	-	+	+	+	9/10	90%
Hayashi, Mary (18)	-	-	-	0/3	0%	NV+	-	+	-	-	-	-	+	+	+	4/10	40%
Hernández, Roger (57)	-	-	-	0/3	0%	-	-	+	-	-	-	-	-	NV-	+	2/10	20%

ASSEMBLY REPORT CARD Name (District)	Critical Fiscal Bills			Other Local Control Bills										Final Average		
	ABx1 26	ABx1 27	SB 89	AB 438	AB 646	AB 678	AB 1220	SB 136	SB 244	SB 293	SB 469	SB 679	SBx1 4			
Hill, Jerry (19)	-	-	0/3	0%	-	-	+	-	-	-	-	-	+	3/10	30%	15%
Huber, Alyson (10)	-	-	0/3	0%	+	-	+	-	-	-	-	+	+	5/10	50%	25%
Hueso, Ben (79)	-	-	0/3	0%	-	-	+	-	-	-	-	+	+	3/10	30%	15%
Huffman, Jared (06)	-	-	0/3	0%	-	-	NV+	-	-	-	-	+	+	4/10	40%	20%
Jeffries, Kevin (56)	+	+	3/3	100%	+	+	+	+	+	-	+	+	+	9/10	90%	95%
Jones, Brian (77)	+	+	3/3	100%	+	+	+	+	+	-	+	+	+	9/10	90%	95%
Knight, Stephen (36)	+	+	3/3	100%	+	+	+	+	+	-	+	+	+	8/10	80%	90%
Lara, Ricardo (50)	-	-	0/3	0%	-	-	+	-	-	-	-	+	+	3/10	30%	15%
Logue, Dan (3)	-	+	2/3	67%	+	+	+	+	+	-	+	+	+	9/10	90%	78%
Lowenthal, Bonnie (54)	-	-	0/3	0%	-	-	NV+	-	-	-	-	+	+	4/10	40%	20%
Ma, Fiona (12)	-	-	0/3	0%	-	-	+	-	-	-	-	+	NV-	2/10	20%	10%
Mansoor, Allan (68)	-	+	2/3	67%	+	+	+	+	+	-	+	+	+	8/10	80%	73%
Mendoza, Tony (56)	+	-	2/3	67%	-	ABS	-	-	-	-	-	-	+	2/8	25%	46%
Miller, Jeff (71)	+	+	3/3	100%	+	+	+	+	+	-	+	+	+	9/10	90%	95%
Mitchell, Holly (47)	-	-	0/3	0%	NV+	-	-	-	-	-	-	+	+	5/10	50%	25%
Monning, William (27)	-	-	0/3	0%	NV+	-	-	-	-	-	-	+	+	4/10	40%	20%
Monrell, Mike (63)	+	+	3/3	100%	+	+	+	+	+	-	+	-	+	8/10	80%	90%
Nestande, Brian (64)	-	+	3/3	100%	+	+	+	+	+	-	+	+	+	8/10	80%	90%
Nielsen, Jim (02)	-	+	2/3	67%	+	+	+	+	+	-	+	+	+	7/10	70%	68%
Norby, Chris (72)	-	+	2/3	67%	+	+	+	+	+	-	+	+	+	9/10	90%	78%
Olsen, Kristin (25)	+	+	3/3	100%	+	+	+	+	+	-	+	+	+	9/10	90%	95%
Pan, Richard (5)	-	-	0/3	0%	-	-	+	-	NV+	-	-	+	+	4/10	40%	20%
Perea, Henry (31)	-	-	0/3	0%	-	-	+	-	-	-	NV+	+	+	4/10	40%	20%
Pérez, John (46)	-	-	0/3	0%	-	-	+	-	-	-	-	+	+	3/10	30%	15%
Pérez, V. Manuel (80)	+	+	2/3	67%	-	-	+	-	-	-	-	+	+	3/10	30%	48%
Portantino, Anthony (44)	+	+	3/3	100%	-	-	+	-	-	-	-	+	NV-	2/10	20%	60%
Silva, Jim (67)	+	+	3/3	100%	+	+	+	+	+	-	+	+	+	9/10	90%	95%
Skinner, Nancy (14)	-	-	0/3	0%	-	-	+	-	-	-	-	+	+	3/10	30%	15%
Smyth, Cameron (38)	+	+	3/3	100%	+	+	+	+	+	-	+	+	+	9/10	90%	95%
Solorio, Jose (69)	-	-	0/3	0%	-	-	+	-	-	-	-	+	+	3/10	30%	15%
Swanson, Sandré (16)	+	+	2/3	67%	-	-	+	-	-	-	-	+	+	3/10	30%	48%
Torres, Norma (61)	-	-	0/3	0%	-	-	+	-	-	-	-	+	+	9/10	90%	15%
Valadao, David (30)	+	+	3/3	100%	+	+	+	+	+	-	+	+	+	9/10	90%	95%
Wagner, Donald (70)	NV+	+	3/3	100%	+	+	+	+	+	-	+	+	+	9/10	90%	95%
Wleckowski, Bob (20)	-	-	0/3	0%	-	-	+	-	-	-	-	+	+	3/10	30%	15%
Williams, Das (35)	-	-	0/3	0%	-	-	+	-	-	-	-	+	+	3/10	30%	15%
Yamada, Mariko (8)	-	-	0/3	0%	-	NV+	+	-	-	-	-	+	+	4/10	40%	20%

* Absent due to military duty.



Council Synopsis

80

February 28, 2012

From: Roy W. Wasden, City Manager

Prepared by: Maryn Pitt, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting 2011-12 Legislative Platform for the City of Turlock

2. DISCUSSION OF ISSUE:

One of the avenues to implement the City of Turlock' Strategic Plan is the development of a Legislative platform. The purpose of the attached 2011-2012 Legislative Platform is to clearly outline the position of the City Council on priority issues and matters that impact the city's ability to operate effectively, without precluding the consideration of additional legislative and budget issues that arise during the legislative session.

The Legislative Platform includes City Council policy statements that set forth the City's goals for the 2011-2012 Legislative Session and are derived from the City's Strategic Plan adopted by the City Council in October 2011.

The purpose of a legislative platform is to publicly state the City's position on the issues it faces, and to provide a vehicle whereby its interests can be protected at the State and Federal levels. Further, these Legislative platforms convey to legislators, policymakers, the public and the media where the Council stands on important policy positions. Similar to a strategic plan, a legislative platform also provides a mechanism for staff and council to "be on the same page" and better coordinate execution of council's policies.

The legislative platform also allows the City to respond quickly in support of or opposition to issues that could directly impact the City and reach out to legislators to assist the City in communicating its interests at the State and Federal level.

It is intended that the City's Legislative platform will be reviewed and amended every year in conjunction with the opening of a new legislative session. This enables platforms to evolve and adapt to the changing needs of a city, a region, or local government in general.

The City will actively monitor and advocate or oppose legislation as directed by the City Council, through this platform, to protect the city's interests and local legislative authority and will take appropriate action when required to safeguard and/or advance the city's interests. This includes preserving and protecting the city's powers, duties and prerogatives to enact local legislation concerning local affairs.

Lastly, City departments are authorized to review proposed legislation to determine how it relates to the City's Legislative Platform and to recommend that the Mayor take a position on legislation that the Department determines to be "high priority" and write letters, contact legislators, and otherwise communicate the position of the City as appropriate.

3. BASIS FOR RECOMMENDATION:

Development and adoption of a Legislative Platform which provides for an effective means of determining City Council Legislative priorities, advocating on behalf of city policy initiatives in order to better protect and serve the Turlock community,

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

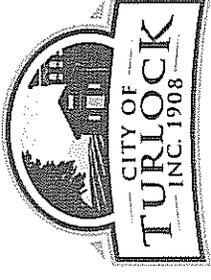
1. If the attached Legislative Platform does not accurately reflect the priorities of the City Council, the Council could elect to amend the plan.

TURLOCK
LEGISLATIVE
PLATFORM

2011-12

Vision for Turlock: The City of Turlock has set itself apart in the county and region as a highly desirable community in which to live, work and visit. Our citizens have come to expect and rely on ethical, stable governance that which is visionary in planning and focused on building a culture of healthy diversity and enhancing our quality of life.

City of Turlock
Strategic Plan
2011-13



CONTENTS

1. General Government / Fiscal Responsibility
 2. Administrative Services
 3. Economic Development and Redevelopment
 4. Development Services
 5. Municipal Services
 6. Fire Department
 7. Police Department
 8. Unassigned Services
-

Service Area #1 – General Government /Fiscal Stability

(Oversight: City Manager)

City Strategic Plan Element	Ref #	Issue
<p><i>Our financial stewardship reflects a healthy balance of investment, revenue management and cost control. While our intent is to be fiscally lean, we will invest in organizational and service development to ensure service competency and predictability. Rationale for spending includes an assessment of not only the cost but also the need to create value. A sensible approach that simultaneously considers investment and cost ensures resources are available for the organization to carry out goals and achieve our Vision for today and the future.</i></p>	1.1	Oppose measures making cities more dependent on the state or federal government for financial stability and policy direction.
	1.2	Oppose measures imposing state/federal-mandated costs when there is no guarantee of local reimbursement or off-setting benefits.
	1.3	Monitor the State and Federal budget deliberations and oppose attempts to balance the State and/or Federal budget by shifting funds from local government.
	1.4	Oppose changes in State and/or Federal law that would limit the ability of cities to preserve their local revenues.
	1.5	Support efforts to bring additional revenue to local government to meet the needs of the local population.
	1.6	Support legislation and grants that provide increased funding for facilities and infrastructure construction, renovation, and redevelopment
	1.7	Support the ability of cities to retain public, educational and government access channels, institutional networks and revenue from cable television providers.
	1.8	Support legislation and measures that provide new funding for City priority projects, including the establishment of dedicated federal funding streams for local parks and recreation facilities through legislative authorization and the expansion of federal financing opportunities in the area of water and environmental infrastructure.
	1.9	Support legislation to provide units of local government with funding to save and create local jobs through the retention, restoration, or expansion of services needed by local communities.

	1.10	Monitor mandates in connection with any proposed legislation to implement or revise the governing responsibilities of City Councils, including but not limited to ethics, California Fair Political Practices Commission (FPPC) requirements, compensation, Brown Act, and the California Public Records Act, election law, etc., applicable to both Charter and General Law Cities.
	1.11	Support changes in the law that allow cities the option to use design/build contracting and other innovations designed to bring efficiency to public contracting.
	1.12	Support legislation that makes the distribution of property taxes more equitable for cities and counties throughout the State. [As a result of AB 8 passed in 1979, Stanislaus County receives a lower percentage of property taxes than most other counties in the State.]
	1.13	Oppose any further shift that would make local agencies more dependent on the state for financial stability and policy direction.
	1.14	Oppose the shift of any city taxes or fees to any other jurisdiction.
	1.15	Oppose state and federal programs (unfunded mandates) unless funding is provided to support these programs.
	1.16	Oppose any change in tax allocations or limitations/restrictions on local control which would negatively affect local government, including potential loss of franchise fees due to Federal efforts to deregulate the utility industry.
	1.17	

Service Area #2 – Administrative Services

(Oversight: Assistant City Manager)

City Strategic Plan Element	Ref #	Issue
	2.1	Oppose measures that impose upon local government-mandated employee benefits which can be more properly negotiated at the bargaining table.
	2.2	Oppose proposals that would create additional financial burden on, or threaten the viability of, the California Public Employees' Retirement System.
	2.3	Oppose efforts that reduce local control over public employee disputes.
	2.4	Support efforts to conform state tax law to federal tax law as it relates to health care expenditures.
	2.5	Support the repeal of health care overhaul legislation provision that would require individuals to complete and file IRS Form 1099 for any vendor from which it purchased more than \$600 or goods or services in a year.
	2.6	Support measures to require lending institutions to assist families in refinancing/renegotiating their respective mortgage loans in order to keep families in the homes and/or support the establishment of a state or federal funding program to accomplish the same result.
	2.7	Support efforts that would provide greater accountability on the part of counties, state and federal agencies for the distribution of funds to municipalities, including but not limited to fines and forfeitures.
	2.8	Support the repeal of the property tax administration fee or seek state reimbursement of the property tax administration fee.
	2.9	Oppose legislation or actions by the Public Employees' Retirement System (PERS) Board which change PERS programs to benefit the state at the financial expense of local agencies.

	2.10	Oppose any requirement that there be a mutual agreement for cities and counties for tax distribution for all annexation proposals.
	2.11	Support comprehensive long-term reform efforts to return to local governments their historical discretionary use of local revenues. Such efforts would include amending or permanently ameliorating the impacts of ERAF, property tax shifts and unfunded mandates.
	2.12	Support legislation that makes the distribution of property taxes more equitable for cities and counties throughout the State.
	2.13	Oppose any efforts that would reduce local control over public employee disputes and impose regulations of an outside agency.
	2.14	Oppose efforts to make disciplinary proceedings for police officers or firefighter similar to criminal proceedings, making it impossible to prove an administrative violation.
	2.15	Oppose any form of mandatory Social Security Coverage for local government employees, who already enjoy superior retirement benefits.
	2.16	Oppose expansion of requirement for local governments to pay Medicare coverage for local employees beyond the current requirement of coverage for employees hired after April 1, 1986.
	2.17	Support legislation that manages costs for workers compensation benefits for occupational injuries/illnesses.
	2.18	Support Federal legislation to modify or eliminate FLSA requirement on public agencies.
	2.19	Support legislation to fund GIS to better manage regional resources, respond to emergencies and plan for growth.

Service Area #3– Economic Development and Redevelopment

(Oversight: Economic Development / Successor Agency Manager)

City Strategic Plan Element	Ref #	Issue
<p><i>Our leadership role in regional commerce is cultivated through vibrant, synergistic relationships with taxpayers, California State University Stanislaus, business and development communities. This is reflected in a revitalized downtown, quality, balanced development throughout the City, and a business-friendly environment that serves as an incubator for future business.</i></p>	3.1	Support the efforts that retain the discretion of cities to prohibit or limit their own use of the power of eminent domain to acquire property.
	3.2	Monitor legislation and support policies and agreements promoting international trade beneficial to business.
	3.3	Support legislation to increase funding and local flexibility to design and develop economic development programs that would increase job opportunities.
	3.4	Support legislation to encourage business creation and attraction.
	3.5	Support legislation providing tax credit priority for job generating projects in areas with a jobs-housing imbalance.
	3.6	Support legislation that would create a “jobs-housing opportunity zone” eligible for infrastructure incentives and tax-exempt incentives.
	3.7	Support legislation that would streamline the application process for CIEDB funds and oppose legislation that would cut finding for the CIEDB program.
	3.8	Support funding from the California Department of Education for funding for public audit schools and for worker literacy programs at work sites.
	3.9	Support legislation to ensure and coordinate continued funding for programs providing training and job preparation.

	3.10	Support legislation giving cities/counties which have adopted developer fees "Self Help" status.
	3.11	Seek federal funding to assist with the construction of additional parking in the downtown core.
	3.12	
	3.13	
	3.14	

Service Area #4 – Development Services

(Oversight: Development Services Director)

City Strategic Plan Element	Ref #	Issue
<p><i>Our Master, General, and Specific Plans reflect the long-term vision and foresight of City Council and staff to ensure that the growth of our City, infrastructure and services evolve in a deliberate, guided, intentional manner.</i></p>	4.1	Support land use patterns that maintain safe residential neighborhoods, bolster economic prosperity, preserve open space, and enhance overall quality of life in Turlock.
	4.2	Support efforts to strengthen the legal and fiscal capability of local agencies to prepare, adopt, and implement plans for orderly growth, development, beautification and conservation of local planning areas including, but not limited to, regulatory authority over zoning, subdivisions, and annexations.
	4.3	Oppose legislation that diminishes the City's discretionary ability to approve land use patterns and entitlement applications.
	4.4	Encourage the State Legislature to adopt a statewide policy for growth management.
	4.5	Support federal and state funding targeted towards regional and inter-regional water resource planning efforts and related land use planning.
	4.6	Support a statewide study to strengthen the linkages between regional transportation planning and land use planning that seek recommendations from local governments.
	4.7	Support federal and state funding targeted towards correcting the imbalance in jobs available compared with residential growth locally and in the Central Valley.
	4.8	Support changes in state legislation to provide local government with a stable revenue base in order to reduce the fiscalization of local land use policies.
	4.9	Support legislation which would prohibit the issuance of building permits or land use approval in a city's sphere of influence without an agreement between the city and the county.

4.10	Support legislation that would allow a city to control any increase in the intensity of land use within a city's general plan area.
4.11	Support legislation that would grant LAFCO the jurisdiction over new development in unincorporated areas of the county.
4.12	Support proposals encouraging regional, sub-regional, or countywide cooperation in planning urban development strategies, especially those that provide funding for effective implementation of agreed upon goals.
4.13	Oppose legislation that mandates compliance between the City's local land use authority and regional, sub-regional or countywide plans.
4.14	Oppose any legislation or acquisition of land that would attempt to establish casino gambling-type operations within the city.
4.15	Support measures to achieve fair and proportionate representation on countywide and regional boards.
4.16	Support efforts to increase funding for the design and development of a regional multimodal transportation center in the city. Enable public/private partnerships for such development.
4.17	Support funding for state and local investment in the physical infrastructure of California including, but not limited to, its roadways, bridges, levee, parks, libraries, and systems for delivering and treating water, wastewater, and storm water.
4.18	Safeguard local land use planning authority; oppose efforts and the regional, state or federal level that would dictate growth and development within the City.
4.19	Oppose legislation that imposes state or regional land use planning at the local level.

	4.20	Support funding and incentives for smart growth and sustainable development.
Transportation, Roadways and Transit	4.21	Support efforts to increase funding for transportation programs and projects within the City, including support for mass transit programs.
	4.22	Support measures to enhance the ability of local agencies to finance local transportation programs and facilities.
	4.23	Support measures to assure that Turlock receives its fair share of transportation revenue.
	4.24	Support legislation providing increased State funding for preservation and maintenance of local roads.
	4.25	Support efforts to secure the maximum amount of State funding for the construction and maintenance of local roads, infrastructure, transportation projects and major corridors.
	4.26	Support protection of dedicated transportation-related tax revenues and finding on an annual basis, to maintain and enhance personal mobility and the movement of goods and services.
	4.27	Support development of an integrated, comprehensive, and efficient multi-modal transportation network in the San Joaquin Valley, meeting the needs of its residents and businesses, to include inter-county and intra-county highways, mass transit, high-speed rail, facilities and infrastructure.
	4.28	Support initiatives to provide transit operations and maintenance funding to local jurisdictions.
Housing Program Services	4.29	Support legislation and grants that promote the development and enhancement of affordable, sustainable, and accessible housing within the City.
	4.30	Oppose legislation and measures diminishing the housing and community development authority of local elected officials.
	4.31	Support measures that give local government the legislative authority to implement reasonable

		housing occupancy standards.
	4.32	Support measures allowing local jurisdictions to pool resources in meeting sub-regional affordable housing goals.
	4.33	Support housing bonds within State capacity limits to increase financial assistance to local governments, nonprofit housing organizations and public/private partnerships to provide affordable, transitional, and emergency housing.
	4.34	Support measures to establish regulations that increase the City's ability to effectively compete for state and federal funding such as Proposition 1C funds.
	4.35	Support housing measures that provide for safe and decent housing for all economic segments of the community.
	4.36	Oppose Federal legislation that would reduce funds dedicated to the Community Development Block Grant Program (CDBG) and the HOME program and support the expansion of eligibility and allowable uses under this program.
	4.37	Support Housing legislation that creates and supports an equitable Regional Housing Needs Allocation process.
	4.38	Support legislation that permits self-certification of the City's Housing Element.
	4.39	Support development of state programs that would fund tax incentives to neighboring property owners in order to encourage neighborhood development of affordable housing.
	4.40	Support funding to provide incentives to residential developers who elect to include a fixed percentage of affordable housing within each subdivision development permit.
	4.41	Support development of state and federal funding sources to provide financing and incentives for high

		density housing projects in downtown areas.
	4.42	Support development of state and federal funding sources to provide incentives to encourage construction of multi-family housing.
	4.43	Support continued funding of the CDBG program as provided by the U.S. Department of Housing and Urban Development.
	4.44	Support continued funding of the Federal Low Income Housing Tax Program.
	4.45	Support continued funding of the HOME Investment Partnership program.
	4.46	Oppose changes to, or defunding of, the CDBG program, Low Income Housing Tax program, or HOME program.
	4.47	Support continued funding for programs such as the Emergency Shelter Grant fund programs and McKinney Homeless Act fund program to address the problem of homelessness.
Building Division	4.48	Support adoption of effective state building codes to promote community building safety and mitigation of natural hazards such as earthquakes and wildland fires.
	4.49	Support adoption of effective and clear green building standards in the California Building Code.
	4.50	Support adoption of accessibility standards in the California Building Code consistent with federal standards.
	4.51	Support adoption of building construction related measures as part of the California Building Code rather than as separate stand-alone legislation.
	4.52	Oppose measures diminishing the authority of local jurisdictions to enforce building codes or mandating the manner of enforcement with no provisions for local reimbursement.

Service Area #5 – Municipal Services

(Oversight: Municipal Services Director)

City Strategic Plan Element	Ref #	Issue
<p><i>Managed growth and foresight ensures that essential infrastructure keeps pace with existing needs and anticipates and provides for needs created by future development. As a result, residents, businesses and visitors can rely on consistent, quality water and sewer services, well-maintained streets and roads, adequate interchange access, and a variety of transit options.</i></p>	5.1	Support measures to increase water supply and improve drinking water quality in this region.
	5.2	Support measures that permit the sale, lease, exchange or transfer of surplus water within the State, especially north to south, and agriculture-to-urban transfers.
	5.3	Encourage the conservation of water resources, to the extent practical. Conservation programs among multiple agencies should be coordinated to maximize benefits.
	5.4	Support solutions to water-quality impairments that are “watershed-based” and reflect state-of-the-art science, including cost-sharing studies with the U.S. Army Corps of Engineers.
	5.5	Support policy development, funding, research, and implementation strategies based on scientific data and human/ecological risk assessment for addressing urban runoff.
	5.6	Support the ability of local governments to be providers of electricity and ancillary services for the residential, commercial, and industrial sectors.
	5.7	Pursue legislation to specifically allow municipalities to use public-goods funds for development of renewable energy sources.
	5.8	Oppose measures that limit using revenues from a municipal utility for general fund expenditures.
	5.9	Oppose efforts to erode the ability of local governments to maintain existing fees on telecommunications services.
	5.10	Support the authority of cities to zone and plan for the deployment of telecommunications

		infrastructure.
5.11		Support the ability of cities to maintain and manage the public right-of-way and receive compensation for its use.
5.12		Support federal and state funding targeted toward regional and interregional water resource planning and related land use planning.
5.13		Support measures which increase water supply through groundwater recharge and strengthen the City's rights for use of surface water.
5.14		Support a fiscally and environmentally responsible reauthorization of the Safe Drinking Water Act.
5.15		Support measures that will fund water management improvements.
5.16		Oppose legislation that repeals the water metering requirements established with the passage of AB 2572.
5.17		Support amendments to the 1987 Clean Water Act that would clarify that numerical effluent standards do not apply to NPDES Storm Water Discharge Permits and the "Maximum Extent Practicable" (MEP) is the standard for storm water discharges.
5.18		Support legislation which amends the Porter Cologne Water Quality Act in such a way that the local governments would not be held accountable to assess and remediate water contamination by the sole virtue of being the discharger of water contaminated by a second party.
5.19		Support legislation which repeals Fish and Game filing fees unless these fees are clearly related to the level of service provided by the Department of Fish and Game in promptly reviewing environmental documents.
5.20		Support measures that improve water quality within the city/region without lowering MCLs or

		requiring more monitoring.
	5.21	Oppose mandatory groundwater management unless it is reasonable and the management reflects the representative views of all agencies which will be regulated, particularly local government.
	5.22	Support legislation that provides local government and agency flexibility in meeting air quality requirements for existing backup generators for sewer, water, and storm-pumping facilities.
	5.23	Support measures to increase water supply and improve drinking water quality in this region.
	5.24	Support legislation that provides funding for mandatory stormwater programs.
	5.25	Oppose any stormwater Phase II General Permit for Small MS4s that contains provisions that exceed the USEPA's minimum requirements under the Clean Water Act.
	5.26	
	5.27	

Service Area #6 – Fire Department

(Oversight: Fire Chief)

City Strategic Plan Element	Ref #	Issue
<p>We are committed to ensuring the safety of our citizens and preservation of our community and culture through our Police and Fire services. We strive to maintain appropriate staffing levels and resources for staff members to effectively carry out their mission. We employ progressive practices to maximize resources.</p>	6.1	Support legislative efforts to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services, and disaster preparedness.
	6.2	Support legislation and grants which provide funding for equipment upgrades, training and capital improvements.
	6.3	Support efforts to secure adequate frequencies and communications systems for multi-jurisdictional connectivity for public safety and protect the frequencies from intrusion.
	6.4	Support efforts, strategies, and state and federal legislation that promote and fund emergency preparedness and recovery efforts for cities.
	6.5	Support legislation that provides funds to cities and counties to enhance Emergency Operation Centers with state-of-the-art technology.
	6.6	Support and seek funding for Urban Area Security Initiative (UASI) and other funding initiatives administered by the Department of Homeland Security to enhance Turlock's ability to respond to regional or national threats.
	6.7	Support efforts to coordinate homeland security and emergency response efforts among federal, state, and local governments with clearly defined roles and responsibilities for all parties involved.
	6.8	Support state and federal funding for counter-terrorism programs, including training
	6.9	Support an increase in Emergency Management Performance Grant funding retaining flexibility in use of funds for emergency preparedness training, disaster events and disaster communication outreach efforts.

	6.10	Support legislative efforts to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services, and disaster preparedness.
	6.11	
	6.12	
	6.13	

Service Area #7 – Police Department
(Oversight: Police Chief)

City Strategic Plan Element	Ref #	Issue
<p><i>We are committed to ensuring the safety of our citizens and preservation of our community and culture through our Police and Fire services. We strive to maintain appropriate staffing levels and resources for staff members to effectively carry out their mission. We employ progressive practices to maximize resources.</i></p>	7.1	Support legislation to provide a greater share of asset forfeiture funds and increased latitude for spreading local funds.
	7.2	Oppose the development of maximum-security county facilities within close proximity to residential neighborhoods.
	7.3	Support legislative efforts to improve local law enforcement, fire suppression and prevention, hazardous materials mitigation, rescue, emergency medical services, and disaster preparedness.
	7.4	Support legislation that seeks to reimburse the City for overtime costs paid to public safety personnel who are required to appear in State and/or County courts.
	7.5	Support legislative efforts to grant state and federal funding to supplement local law enforcement to increase staffing and equipment to maintain the safety, security and the quality of life for Turlock citizens.
	7.6	Support legislation and grants which provide funding for equipment upgrades, training and capital improvements.
	7.7	Support legislation that promotes comprehensive drug and alcohol education and rehabilitation.
	7.8	Support legislation that discourages drivers from operating vehicles while under the influence of drugs or alcohol and maintain state funding to operate sobriety and driver's license checkpoints.
	7.9	Support legislation and seek funding to assist local law enforcement to reduce crimes related to illicit drugs, burglary, and assault, including domestic violence.

	7.10	Support legislation that provides funding at the local level to promote crime prevention, public outreach, and intervention programs.
	7.11	Support increases in grant funding for the Community Oriented Policing Services (COPS) program.
<p><i>We are first, foremost and ultimately, a community of varied people; people of varied backgrounds, philosophies, talents and economic status. While preserving the historical Turlock, we will transition into the 21st century by providing resources and options in a number of areas to promote security and socialization. Our neighborhood housing, culture and youth recreation programs contribute to quality of life in our community and provide opportunities for all of our citizens to embrace the richness of our diversity.</i></p>	7.12	Support increases in grant funding for the Edward Byrne memorial Justice Assistance Grant (JAG) program.
	7.13	Support legislation that prohibits felons from using body armor.
	7.14	Oppose legislation that allows "open-carrying" of guns.
	7.15	Oppose the decriminalization of marijuana.
	7.16	Oppose efforts by the State to impose booking fees for arrestees brought to jail.
	7.17	Oppose attempts by the State to eliminate non-court inmate rehabilitation programs; to implement early release for low-risk serious and violent offenders and increase the number of parolees each agent will supervise.
	7.18	Support efforts to strengthen and enforce legal protections for all individuals who are victims of crime, especially victims of family violence and sexual assault.
	7.19	Support legislation that provides funding for shelters, victim advocacy, trauma and crisis counseling and related services, to assist victims of violent crime, especially victims of family violence and sexual assault.
	7.20	Oppose efforts to reduce funding for domestic violence shelters and programs.
	7.21	Support efforts to coordinate homeland security and emergency response efforts among federal, state, and local governments with clearly defined roles and responsibilities for all parties involved.

7.22	Support state and federal funding for counter-terrorism programs, including training.
7.23	Support and seek funding for Urban Area Security Initiative (UASI) and other funding initiatives administered by the Department of Homeland Security to enhance Turlock's ability to respond to regional or national threats.
7.24	Support legislation that provides funds to cities and counties to enhance Emergency Operation Centers with state-of-the-art technology.
7.25	Support efforts, strategies, and state and federal legislation that promote and fund emergency preparedness and recovery efforts for cities.
7.26	Support efforts to secure adequate frequencies and communications systems for multi-jurisdictional connectivity for public safety and protect the frequencies from intrusion.
7.27	Support an increase in Emergency Management Performance Grant funding retaining flexibility in use of funds for emergency preparedness training, disaster events and disaster communication outreach efforts.
7.28	Support efforts that provide for quality care and shelter for impounded animals.
7.29	Support measures that facilitate responsible pet ownership.
7.30	Oppose animal services or care measures imposing state-mandated costs when there is no guarantee of local reimbursement or offsetting benefit or local fees.

<p><i>Manage community recreation programs, growth and foresight ensuring that essential infrastructure keeps pace with existing needs and anticipates future needs created by development. As a result, residents, businesses and visitors can rely on a wide variety of community recreation programs, parks, facilities and essential infrastructure.</i></p>	7.31	Support legislation to treat and assist the needs of at-risk juvenile offenders and juveniles placed on court-ordered formal probation.
	7.32	Support legislation that provides funding at the local level to address gang prevention and intervention programs.
	7.33	Support measures that protect children and youth from tobacco use and tobacco-related products.
	7.34	Support legislation and grants to fund parks, recreation and capital improvements, and programs to increase the quality of life for Turlock residents.
	7.35	Support and work with County and State official in the development of regional and State parks.
	7.36	Support legislation and grants that provide for the reduction of youth obesity and encourage proper nutrition.
	7.37	Support legislation and grants that provide for affordable quality child care services and assistance to low-income families.
	7.38	Support legislation and grants that facilitate the provision of child and youth activities that promote socially productive behavior.
	7.39	Support legislation and policies that promote activities and availability of resources that support and assist families.
	7.40	Support reforms in health care by addressing prevention, health promotion, wellness, affordability, and cost containment.
	7.41	Support legislation and policies that promote mental health services and availability of resources that support and assist families and youth.

	7.42	Oppose attempts by the State to reduce Proposition 10 ("First 5") funding to balance the State budget.
	7.43	Support legislation and grants that provide services for senior citizens and/or persons with disabilities, especially in the areas of nutrition, accessibility, housing, transportation, recreation, and social services.
	7.44	
	7.45	

Service Area #8 – Unassigned Services
(Oversight: All / TBD)

City Strategic Plan Element	Ref #	Issue
	8.1	Support measures that provide for continued funding and incentives to cities to work together to improve air quality while balancing the reduction of emissions with impacts on business.
	8.2	Support air quality efforts that emphasize the use of advanced technologies, market incentives, and incentives for the use of alternative fuels and the development of the infrastructure for alternative fuel vehicles.
	8.3	Support measures that maintain and enhance local decision-making authority, where appropriate, in the development and implementation of air quality attainment strategies.
	8.4	Support legislation and grants that encourage the use of clean-burning alternative fuels for vehicles and that provide incentives and rewards for cities with innovative alternative fuel programs.
	8.5	Support strategies that demonstrate and provide for the most cost-effective means for meeting air quality goals.
	8.6	Support efforts that promote the use of cost effective solar/alternative energy within City facilities and promote cost effective energy programs for residents.
	8.7	Support legislation and grants that would provide funds to support projects that demonstrate cost effective, environmentally friendly, cutting edge technologies and renewable energy for publically owned facilities.
	8.8	Support continuation of adoption of enhanced building efficiency standards in the California Building Code and incentive funding to meet those goals.
	8.9	Support the ongoing continuation of fully funded Energy Efficiency and Conservation Block Grant

		(EECBG) program funding.
8.10		Support legislation that would require that federal regulators and mortgage lenders treat Property Assessed Clean Energy (PACE) assessments like others and underwrite mortgages with PACE assessments to allow property owners to finance energy efficiency and renewable energy projects for their homes and commercial buildings.
8.11		Support measures that expand the market for recyclable materials, including creative, business-friendly programs.
8.12		Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables.
8.13		Support cost-effective efforts to reduce the toxic and non-reusable waste load.
8.14		Support legislation and grants that would support zero-energy goals and assist in reducing the City's energy usage.
8.15		Support legislation fro increase tire enforcement. Support legislation to increase the advance disposal fee of waste tires. Support legislations requiring the DOT and CALTRANS to increase its use of rubberized asphalt and crumb rubber made from recycled tires.
8.16		Support legislation that will encourage the use of drought-tolerant plant material and water conservation techniques.
8.17		Support conservation recommendations proposed by the League of California Cities and California State Association of Counties.
8.18		Support legislation that provides direct funding for conservation and demand reduction projects in city facilities; seek grant or loan funding for essential services (i.e. police/fire, water/wastewater) to purchase new or replace existing backup generators that are more energy efficient and less polluting.