

City Council Agenda



JUNE 12, 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: Disability Awareness Month in Stanislaus County, June 2012
 - B. Proclamation: United States Army Week, June 11-16, 2012
 - C. Appointment: Development Collaborative Advisory Committee
 - D. Presentation: Pacific Gas & Electric Hydrotesting, Richard Dye

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. Board, Commission, and Committee Vacancies (*Weaver*)
2. Capital Projects (*Pitcock*)

C. PUBLIC PARTICIPATION:

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. **CONSENT CALENDAR:**

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

- A. Resolution: Accepting Demands of 5/3/12 in the amount of \$447,576.86; Demands of 5/10/12 in the amount of \$840,506.72; Demands of 5/17/12 in the amount of \$1,808,471.55
- B. Motion: Accepting Minutes of Special Meeting of May 22, 2012; Minutes of Regular Meeting of May 22, 2012
- C. Resolution: Approving a Transportation Development Act (TDA) Claim #2 for Non-Transit expenses for Fiscal Year 2011-12 in the amount of \$255,513 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates
- D. Resolution: Approving the Transportation Development Act (TDA) Claim for funding of transit activities for Fiscal Year 2012-13
- E. Motion: Approving an exchange agreement between the City of Turlock and Genesis Family Enterprises, Inc., for property located on the corner of North Tegner Road and Taylor Road, as required to complete City Project No. 11-43, "The North Tegner Road Cul-de-sac"
- F. 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 to the formal competitive bid process
- G.
 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) for a credit of \$2,437.50 (Fund 301) for City Project No. 12-27, "ADA Improvements at the Southwest Corner of Monte Vista Avenue and Geer Road," bringing the contract total to \$20,326.50
 2. Motion: Accepting improvements for City Project No. 12-27, "ADA Improvements at the Southwest Corner of Monte Vista Avenue and Geer Road," and authorizing the City Engineer to file a Notice of Completion

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- H. 1. Motion: Reaffirming the emergency declaration of the City Manager that there is a need to maintain the transition of Monte Vista Avenue with the Union Pacific Railroad without compliance to the formal competitive bid process
2. Motion: Awarding bid and approving an agreement in the amount of \$60,500 (Fund 217) with George Reed Inc., of Modesto, California, for City Project No. 12-34 "MV and GSB RR Crossing"
- I. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$6,579.93 (Fund 306) for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," bringing the contract total to \$489,182.53
- J. Motion: Approving an agreement for materials testing and special inspection services in the amount of \$170,000 (Fund 415) with Kleinfelder West, Inc., of Merced, California, for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline"
- K. 1. Motion: Approving Amendment No. 1 to Special Services Contract No. 10-775 for Benchmark Engineering, Inc., to extend the term of the agreement to June 30, 2013 to prepare the Morgan Ranch Master Plan and EIR
2. Motion: Approving Amendment No. 2 to Special Services Contract No. 10-775 for Benchmark Engineering, Inc., to extend the term of the agreement to June 30, 2013 to provide engineering services for the Morgan Ranch Master Plan
- L. Motion: Approving an agreement with All Valley Smog, Inc., of Turlock, California, for smog services for all City fleet vehicles for a period of twelve (12) months, in an amount not to exceed \$3,000
- M. Resolution: Appropriating \$3,500 to account number 110-61-622-003.43727 "Turlock Youth Self Defense" from Fund 110 "General Fund" reserve balance, funded by revenue received in 110-61-622-003.35720 "Revenue Turlock Self Defense" for contracted instructor(s) for program classes
- N. Resolution: Extending the City of Turlock's Military Leave Policy per Resolution No. 2008-139 for employees involuntarily called to active duty as a result of the nation's war on terrorism
- O. 1. Resolution: Calling for the holding of a General Municipal Election to be held on Tuesday, November 6, 2012, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities
2. Resolution: Requesting the Board of Supervisors of the County of Stanislaus to consolidate a General Municipal Election to be held on Tuesday, November 6, 2012, with the Statewide General Election to be held on the same date pursuant to §10403 of the Elections Code
3. Resolution: Adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 6, 2012
4. Resolution: Setting the deposit fee which will be required of candidates who elect to have a candidate's Statement of Qualifications printed in the ballot pamphlet for the City of Turlock General Municipal Election to be held on November 6, 2012

6. **FINAL READINGS:**

- A. **Recommended Action:**
Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 1 regarding rates for the collection of recyclable waste material as introduced at the May 22, 2012 meeting

7. PUBLIC HEARINGS:

- A. Request to amend Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 2, entitled "Tow-Away Zones: Designation". (*Lopes*)

Recommended Action:

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 2, entitled "Tow-Away Zones: Designation"

8. SCHEDULED MATTERS:

- A. Request to provide direction and authorize potential action on pending State Legislation. (*Pitt*)

Recommended Action:

Motion: Providing direction and authorizing potential action of pending state legislation including SB 1156, Department of Finance Budget Trailer Bill (no number) as well as two court cases involving former redevelopment agencies Required Obligation Payment Schedules (ROPS)

- B. Request to award bid and approve an agreement with C. Overaa & Co., of Richmond, California, for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion – Phase 1". (*Pitcock*)

Recommended Action:

Motion: Awarding bid and approving an agreement in the amount of \$23,090,000 (Fund 415) with C. Overaa & Co., of Richmond, California, for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1"

- C. Request to authorize the City of Turlock to assume all rights, title and interest from the Stanislaus Community Assistance Project (SCAP) Homeless Prevention and Rapid Re-Housing Grant, execute all necessary agreements, appropriate associated funding, and approve Memorandums of Understanding between the City of Turlock and each of the three (3) service providers. (*Pitt*)

Recommended Action:

Resolution: Authorizing the City of Turlock to assume all rights, title and interest from the Stanislaus Community Assistance Project (SCAP) Homeless Prevention and Rapid Re-Housing Grant in the amount of \$284,018 and authorizing the City Manager to execute an assignment and assumption agreement and all HPRP documents and any amendments thereto to effectuate the HPRP contract with the State of California Department of Housing and Community Development

Resolution: Appropriating \$284,018 to account number 257-41-489.47211 "Homeless Prevention and Rapid Re-Housing Grant Expenses" funded by revenue received in account number 257-41-489.34140 "Homeless Prevention and Rapid Re-Housing Grant"

Motion: Approving the Memorandums of Understanding between the City of Turlock and each of the three (3) service providers; Children's Crisis Center, We Care, and Samaritan Foundation as described in Exhibit A

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 Labor Negotiators, Cal. Gov't Code §54957.6

Agency Negotiators: Roy W. Wasden/Phil Lancaster

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

12. ADJOURNMENT

2A

IN HONOR OF
DISABILITY AWARENESS MONTH IN STANISLAUS COUNTY
JUNE 2012

WHEREAS, the Turlock City Council has recognized healthy communities as a priority; and

WHEREAS, disability awareness is important for every person's well-being, as well as that of our families, communities, and businesses; and

WHEREAS, disabilities can affect all people, regardless of race, age, gender or social status; and

WHEREAS, there are an estimated 4,268,000 people with disabilities in the state of California, or 13.1% of the population over the age of 5; and

WHEREAS, there are currently approximately 87,000 people in Stanislaus County with some form of a disability; and

WHEREAS, within the next year, at least one out of eight Californians will experience a disability personally or through a family member; and

WHEREAS, around 2,350,000 Californians have a form of work disability, with 856,000 people with disabilities in the state currently employed; and approximately 136,000 people with disabilities in the state of California are unemployed, with 1,302,000 currently not in the workforce; and

WHEREAS, increasing public awareness about persons with disabilities is vital to fighting the stigma and discrimination that often serve as a barrier to employment; and

WHEREAS, people with disabilities enjoy life, feel good about themselves, and are able to meet the challenges and changes of life; and

WHEREAS, The Society for Handicapped Children and Adults is commemorating June 2012 and each June thereafter as Disability Awareness Month.

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 June 2012, as "**DISABILITY AWARENESS MONTH IN STANISLAUS COUNTY**," and urge all citizens to recognize this noteworthy observance.

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 12th day of June, 2012.

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

2B

IN HONOR OF
UNITED STATES ARMY WEEK
JUNE 11 – 16, 2012

WHEREAS, the United States Army was established by the First Continental Congress on the 14th day of June, 1775; and

WHEREAS, the United States Army exists to defend the freedom of our citizens and our nation's security interests; and

WHEREAS, many citizens of Turlock have served their nation and given the ultimate sacrifice in defense of our freedoms, as members of the United States Army; and

WHEREAS, it is proper to recognize the United States Army annually on its birthday, and to thank those who have served and those who are presently serving.

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 June 11th through June 16th, 2012, as "**UNITED STATES ARMY WEEK**" in the City of Turlock and exhort all citizens to join with me in this salute to express our gratitude to those who have served and those who are now serving to protect our nation and its freedoms.

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 12th day of June, 2012.

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

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DEVELOPMENT COLLABORATIVE ADVISORY COMMITTEE
APPOINTEE LIST EFFECTIVE 6/30/12

The following appointments are based on the regulations contained in the by-laws for the Development Collaborative Advisory Committee approved by City Council Resolution No. 2012-032 on March 13, 2012. The by-laws include the provision of staggered terms and term limits for committee members as outlined in Article 5, Terms of Office.

ARTICLE 5
Term of Office

The term of each member shall be three (3) years. Terms beginning in 2012 will be staggered. Following completion of one term of membership, a member may be considered for a second term. In no event shall any member serve more than a total of two (2) consecutive terms of service. One-third (1/3) of members will be selected each year. A partial term shall be considered as a term of membership if there is a minimum of 18 months remaining on the term.

Current Membership
(Nine Member, Three-Year Staggered Terms)
(Term Limit: 2 consecutive terms)

	Appointed	Reappointed	Term Expires
Ron Eivaz	12/11/07	3/10/09 6/12/12	6/30/13
Roger Gregg	12/11/07	3/10/09 6/12/12	6/30/13
Jim Shade	3/10/09	6/12/12	6/30/13
Robert Fernandes	12/11/07	3/10/09 6/12/12	6/30/14
Jerry Powell	3/10/09	6/12/12	6/30/14
Buster Lucas	9/13/11	6/12/12	6/30/14
Sharon Silva	4/26/11	6/12/12	6/30/15
Alan Marchant	12/11/07	3/10/09 6/12/12	6/30/15
James Brenda	9/13/11	6/12/12	6/30/15

3B1



KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us

OFFICE OF THE CITY CLERK
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 EXT 1110 | FAX 209-668-5668

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KELLIE WEAVER
DATE: May 31, 2012
RE: **Board, Commission, and Committee Vacancies**

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

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

BOARD/COMMISSION/COMMITTEE	DATE OF VACANCY	NUMBER OF VACANCIES
Arts Commission Regular Members	Various	7
Arts Commission Alternate Members	Various	2

Interested citizens may use the attached “Citizens Desiring to Serve Their City” application form or may request one from City Hall – Administration at 668-5540.

It should also be noted that pursuant to California Government Code Section 54970-54974 (commonly referred to as the Maddy Act), the Local Appointments List for the City of Turlock was prepared and posted at the Turlock Branch of the Stanislaus County Library prior to December 31, 2011 as required by the Act.

Any questions regarding serving on any of our regular and ongoing boards, commissions, and committees should be directed to my attention at (209) 668-5540, Ext. 1110 or kweaver@turlock.ca.us.

Attachment (1)

KELLIE E. WEAVER
CITY CLERK
kweaver@turlock.ca.us



OFFICE OF THE CITY CLERK
ADMINISTRATION

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

_____ **Stanislaus County Airport Advisory Committee**

_____ **Parks, Recreation & Community Commission**

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

_____ **Planning Commission**

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

_____ **Development Collaborative Advisory Committee**

_____ **Other** _____

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

Name: _____

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? _____

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

Occupation: _____

Business Address: _____ Zip Code: _____

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

Employment Highlights: _____

Prior Public Service, if any: _____

Present and past community activities and organizations: _____

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

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

Please return to:

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

Signature

Date

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 5/3/12 IN THE AMOUNT OF }
\$447,576.86; DEMANDS OF 5/10/12 IN THE }
AMOUNT OF \$840,506.72; DEMANDS OF }
5/17/12 IN THE AMOUNT OF \$1,808,471.55 }
_____ }

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:
5/3/12	\$447,576.86
5/10/12	\$840,506.72
5/17/12	\$1,808,471.55

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June, 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

Payment Register

From Payment Date: 4/27/2012 - To Payment Date: 5/3/2012

5A1

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
88357	05/01/2012	Open			Utility Management Refund	ATAYDE, JUAN , LUIS	\$59.40		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			\$59.40		
88358	05/01/2012	Open			Utility Management Refund	AZEVEDO, TRAVIS	\$104.95		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			\$104.95		
88359	05/01/2012	Open			Utility Management Refund	CABERO, AUDIE	\$31.60		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			\$31.60		
88360	05/01/2012	Open			Utility Management Refund	CRIFE, DERRICK, JORDAN	\$45.05		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			\$45.05		
88361	05/01/2012	Open			Utility Management Refund	ESTEP, ASHLEY, E	\$33.10		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			\$33.10		
88362	05/01/2012	Open			Utility Management Refund	EXIT REALTY CONSULTANTS	\$35.78		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			\$35.78		
88363	05/01/2012	Open			Utility Management Refund	HAGGSTROM, SCOTT	\$58.70		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			\$58.70		
88364	05/01/2012	Open			Utility Management Refund	JOSLIN REAL ESTATE	\$104.95		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			\$104.95		
88365	05/01/2012	Open			Utility Management Refund	MEZA-VAZQUEZ, JUANA, SILVIA	\$124.16		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			\$124.16		
88366	05/01/2012	Open			Utility Management Refund	PARKSIDE MANAGEMENT	\$89.58		

Payment Register

From Payment Date: 4/27/2012 - To Payment Date: 5/3/2012

	Paying Fund		Cash Amount	Refund	Amount
88367	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$89.58
				POWER, DEVIN	\$91.30
88368	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$91.30
				SANCHEZ, ISMAELA	\$58.70
88369	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$58.70
				SEQUOIA PROPERTY MGMT	\$93.63
88370	420 - WATER	Open	420.11000 (Cash)	Utility Management Refund	\$93.63
				SOUSA, KRISTY	\$45.05
88371	420 - WATER	Open	420.11000 (Cash)	Accounts Payable	\$100.00
				A & A PORTABLES INC	
88372	301 - Capital Improvement	Open	301.11000 (Cash)	Accounts Payable	\$100.00
				A & G SALES PROMOTION LTD	\$4,825.27
88373	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable	\$5,000.00
				ABS PRESORT INC	
88374	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable	\$386.28
				AIRGAS NCN	
88375	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable	\$296.96
				AMERICAN MESSAGING	
88376	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable	\$427.44
				AMERICAN MESSAGING	
88377	110 - General Fund	Open	110.11000 (Cash)	Accounts Payable	\$491.88
				AMERICAN REPROGRAPHICS CO LLC	

Payment Register

From Payment Date: 4/27/2012 - To Payment Date: 5/3/2012

Paying Fund	Cash Amount	Amount
88378	502.11000 (Cash)	\$491.88
05/03/2012	Accounts Payable	
Paying Fund	ANYTHING VINYL LLC	\$267.36
88379	112.11000 (Cash)	\$267.36
05/03/2012	Accounts Payable	
Paying Fund	ARROWHEAD MT SPRING WATER	\$46.17
88380	110.11000 (Cash)	\$46.17
05/03/2012	Accounts Payable	
Paying Fund	AT&T / CALNET 2	\$341.74
88381	110.11000 (Cash)	\$251.29
05/03/2012	Accounts Payable	
Paying Fund	AT&T MOBILITY	\$66.22
88382	501.11000 (Cash)	\$145.74
05/03/2012	Accounts Payable	
Paying Fund	AVAYA INC	\$9.66
88383	110.11000 (Cash)	\$9.66
05/03/2012	Accounts Payable	
Paying Fund	AVID IDENTIFICATION INC	\$707.11
88384	110.11000 (Cash)	\$707.11
05/03/2012	Accounts Payable	
Paying Fund	*BALSWICK'S TIRE SHOP INC	\$1,024.80
88385	110.11000 (Cash)	\$1,024.80
05/03/2012	Accounts Payable	
Paying Fund	BAUER COMPRESSORS INC	\$895.00
88386	110.11000 (Cash)	\$895.00
05/03/2012	Accounts Payable	
Paying Fund	BURTON'S FIRE APPARATUS	\$8,370.04
88387	110.11000 (Cash)	\$8,370.04
05/03/2012	Accounts Payable	
Paying Fund	CAROLLO ENGINEERS	\$54,147.58
411 - Storm Drainage Construction		\$13,528.58
415 - Sewer Bond Projects		\$34,368.44
420 - WATER		\$6,250.56

Payment Register

From Payment Date: 4/27/2012 - To Payment Date: 5/3/2012

Account ID	Payment Date	Open	Paying Fund	Account Type	Account Name	Cash Amount	Amount
88399	05/03/2012	Open	Paying Fund	Accounts Payable	FLOYD JOHNSTON CONSTRUCTION CO INC		\$72,664.74
			306 - North Turlock Master Plan			306.11000 (Cash)	\$72,664.74
88400	05/03/2012	Open	Paying Fund	Accounts Payable	FRANTZ NURSERY		\$1,894.10
			225 - Transportation Tax			225.11000 (Cash)	\$413.35
			246 - Landscape Assessment			246.11000 (Cash)	\$1,000.00
			269 - Municipal Services Grants			269.11000 (Cash)	\$480.75
88401	05/03/2012	Open	Paying Fund	Accounts Payable	GROENIGER & CO INC		\$6,398.06
			420 - WATER			420.11000 (Cash)	\$6,398.06
88402	05/03/2012	Open	Paying Fund	Accounts Payable	HIL_MAR READY MIX		\$990.54
			217 - Streets - Gas Tax			217.11000 (Cash)	\$107.38
			410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$743.58
			420 - WATER			420.11000 (Cash)	\$139.58
88403	05/03/2012	Open	Paying Fund	Accounts Payable	HIS TREE SERVICE INC		\$495.00
			110 - General Fund			110.11000 (Cash)	\$495.00
88404	05/03/2012	Open	Paying Fund	Accounts Payable	HUNTINGTON COURT REPORTER		\$1,166.94
			110 - General Fund			110.11000 (Cash)	\$1,166.94
88405	05/03/2012	Open	Paying Fund	Accounts Payable	ITRON INC		\$1,289.82
			420 - WATER			420.11000 (Cash)	\$1,289.82
88406	05/03/2012	Open	Paying Fund	Accounts Payable	JCS PROPERTIES INC		\$1,775.17
			625 - Successor Agency - LMI			625.11000 (Cash)	\$1,775.17
88407	05/03/2012	Open	Paying Fund	Accounts Payable	KLEINFELDER		\$1,381.50
			215 - Streets - Grant Funded Projects			215.11000 (Cash)	\$300.00
			426 - Transit - BLAST			426.11000 (Cash)	\$1,081.50
88408	05/03/2012	Open	Paying Fund	Accounts Payable	LEGENDS SPORTS PHOTOGRAPH		\$270.40
			110 - General Fund			110.11000 (Cash)	\$270.40
88409	05/03/2012	Open	Paying Fund	Accounts Payable	LINCOLN EQUIPMENT INC		\$491.75

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Paying Fund	Cash Amount	Amount
88410	110 - General Fund 110.11000 (Cash) Accounts Payable MAGIC SANDS MOBILE HOME	\$491.75
88411	625 - Successor Agency - LMI Open Accounts Payable MCI ENGINEERING	\$260.64
88412	305 - Capital Facility Fees Open Accounts Payable MO-CAL OFFICE SOLUTIONS	\$9,364.03
88413	110 - General Fund 420 - WATER Open Accounts Payable MODESTO OVERHEAD DOOR INC	\$122.44 \$142.18
88414	110 - General Fund Open Accounts Payable MONTE VISTA SMALL ANIMAL	\$515.00
88415	110 - General Fund 203 - Animal Fee Forfeiture Open Accounts Payable MULBERRY MOBILE PARK	\$160.14 \$266.00
88416	625 - Successor Agency - LMI Open Accounts Payable NEIL O ANDERSON AND ASSOC	\$117.17
88417	305 - Capital Facility Fees Open Accounts Payable NORMAC INC	\$9,086.00
88418	246 - Landscape Assessment Open Accounts Payable OTIS ELEVATOR CO INC	\$11,666.36
88419	110 - General Fund Open Accounts Payable P E R S ACTNG DIV	\$1,409.80
88420	104 - Payroll Clearing Fund 110 - General Fund Open Accounts Payable P G & E	\$19,424.63 \$512.45
		\$8.11

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88421	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	PARK MD, VERNON G	\$8.11	
			Cash Amount			\$150.00	Amount
88422	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	PRECISION CUSTOM WIRING	\$150.00	
			Cash Amount			\$3,095.34	Amount
88423	110 - General Fund 112 - Capital Purchases 05/03/2012 Paying Fund	Open	110.11000 (Cash) 112.11000 (Cash)	Accounts Payable	PRECISION SURVEY SUPPLY LLC	\$256.50 \$2,838.84	
			Cash Amount			\$175.00	Amount
88424	266 - Police Services Grants 05/03/2012 Paying Fund	Open	266.11000 (Cash)	Accounts Payable	REPUBLIC ITS	\$175.00	
			Cash Amount			\$35,399.83	Amount
88425	216 - Streets - Local Transportation 05/03/2012 Paying Fund	Open	216.11000 (Cash)	Accounts Payable	ROLAND PHD, JOCELYN E	\$35,399.83	
			Cash Amount			\$1,131.25	Amount
88426	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SECOND HARVEST FOOD BANK	\$1,131.25	
			Cash Amount			\$1,670.20	Amount
88427	255 - CDBG 05/03/2012 Paying Fund	Open	255.11000 (Cash)	Accounts Payable	SHELL FLEET PLUS	\$1,670.20	
			Cash Amount			\$337.62	Amount
88428	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	STANISLAUS COUNTY	\$337.62	
			Cash Amount			\$36.00	Amount
88429	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	STATE OF CALIFORNIA	\$36.00	
			Cash Amount			\$3,596.98	Amount
88430	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SUPPORT PAYMENT CLEARING	\$3,596.98	
			Cash Amount			\$440.13	Amount
88431	104 - Payroll Clearing Fund 110 - General Fund 05/03/2012 Paying Fund	Open	104.11000 (Cash) 110.11000 (Cash)	Accounts Payable	SWRCB ACCOUNTING OFFICE	\$440.13 (\$1.00)	
			Cash Amount			\$505.00	Amount
88432	305 - Capital Facility Fees 05/03/2012 Open		305.11000 (Cash)	Accounts Payable	T I D	\$505.00	

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$791.65
205 - Sports Facilities	205.11000 (Cash)	\$789.31
216 - Streets - Local Transportation	216.11000 (Cash)	\$2,295.45
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,939.75
420 - WATER	420.11000 (Cash)	\$23,834.12
426 - Transit - BLAST	426.11000 (Cash)	\$196.65
05/03/2012 Open	Accounts Payable	TERI BLACK & COMPANY LLC
88433		\$7,781.75
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$7,781.75
05/03/2012 Open	Accounts Payable	TURLOCK SCAVENGER/SWEEPIN
88434		\$19,931.50
Paying Fund	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$6,976.02
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$12,955.48
05/03/2012 Open	Accounts Payable	TURLOCK SCHOOL DISTRICT FOOD SERVICES
88435		\$255.00
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$255.00
05/03/2012 Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC
88436		\$610.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$40.00
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$570.00
05/03/2012 Open	Accounts Payable	TURLOCK TRANSFER INC
88437		\$18.49
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$18.49
05/03/2012 Open	Accounts Payable	TURLOCK UNIFIED
88438		\$108.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$108.00
05/03/2012 Open	Accounts Payable	UNITED SAMARITANS FDT INC
88439		\$3,750.00
Paying Fund	Cash Amount	Amount
255 - CDBG	255.11000 (Cash)	\$3,750.00
05/03/2012 Open	Accounts Payable	US BANK OFFICE EQUIPMENT
88440		\$459.51
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$153.89
502 - Engineering	502.11000 (Cash)	\$305.62
05/03/2012 Open	Accounts Payable	VAN DE POL ENTERPRISE INC
88441		\$1,210.32
Paying Fund	Cash Amount	Amount

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88442	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	VETERINARY MED CTR INC	\$1,210.32
			Cash Amount		\$1,051.48
88443	110 - General Fund 203 - Animal Fee Forfeiture 05/03/2012 Paying Fund	Open	110.11000 (Cash) 203.11000 (Cash)	WESTERN VIEW MOBILE RANCH	\$1,48 \$1,050.00
			Cash Amount		\$2,948.01
88444	625 - Successor Agency - LMI 05/03/2012 Paying Fund	Open	625.11000 (Cash)	WESTFORK ESTATES	\$2,948.01
			Cash Amount		\$688.30
88445	625 - Successor Agency - LMI 05/03/2012 Paying Fund	Open	625.11000 (Cash)	WORK WELLNESS	\$688.30
			Cash Amount		\$2,572.76
88446	110 - General Fund 217 - Streets - Gas Tax 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 505 - Fleet 05/03/2012 Paying Fund	Open	110.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 505.11000 (Cash)	ZAP MFG INC	\$1,321.76 \$395.00 \$62.00 \$484.00 \$180.00 \$130.00
			Cash Amount		\$622.78
88447	225 - Transportation Tax 05/03/2012 Paying Fund	Open	225.11000 (Cash)	ALBERTI, MARK	\$622.78
			Cash Amount		\$162.00
88448	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	ALVAREZ, DAVID	\$162.00
			Cash Amount		\$500.00
88449	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	AMIRFAR, NINO	\$500.00
			Cash Amount		\$226.00
88450	110 - General Fund 05/03/2012 Paying Fund	Open	110.11000 (Cash)	BARNETT, CHARLES	\$226.00
			Cash Amount		\$302.92
88451	702 - Misc Employees Retiree Health 05/03/2012 Paying Fund	Open	702.11000 (Cash)	BARRERA, LEONAR	\$302.92
			Cash Amount		\$32.00
	110 - General Fund		110.11000 (Cash)		\$32.00

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Account Number	Account Name	Account Type	Account Address	Amount
88452	05/03/2012 Open Paying Fund	Accounts Payable	BAY PARK HOTEL MONTEREY	\$377.60
88453	110 - General Fund 05/03/2012 Open Paying Fund	Cash Amount 110.11000 (Cash)	BIRD, SERENA	\$40.00
88454	110 - General Fund 203 - Animal Fee Forfeiture 05/03/2012 Open Paying Fund	Cash Amount 110.11000 (Cash) 203.11000 (Cash)	CAMPUS CREST DEVELOPMENT	\$2,221.23
88455	110 - General Fund 05/03/2012 Open Paying Fund	Cash Amount 110.11000 (Cash)	CLARION INN SILICON VALLEY	\$506.16
88456	110 - General Fund 05/03/2012 Open Paying Fund	Cash Amount 110.11000 (Cash)	CVCWA	\$190.00
88457	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 05/03/2012 Open Paying Fund	Cash Amount 410.11000 (Cash) 420.11000 (Cash)	DEA, BILLY	\$305.00
88458	110 - General Fund 05/03/2012 Open Paying Fund	Cash Amount 110.11000 (Cash)	DUSEL, JOSEPH	\$305.00
88459	266 - Police Services Grants 05/03/2012 Open Paying Fund	Cash Amount 266.11000 (Cash)	Fairbairn, Sean	\$216.10
88460	110 - General Fund 05/03/2012 Open Paying Fund	Cash Amount 110.11000 (Cash)	Hamness, Gina	\$18.00
88461	110 - General Fund 05/03/2012 Open Paying Fund	Cash Amount 110.11000 (Cash)	HAMPTON INN & SUITES WINDSOR	\$958.10
88462	110 - General Fund 05/03/2012 Open Paying Fund	Cash Amount 110.11000 (Cash)	HAMPTON INN & SUITES WINDSOR	\$958.10
88463	110 - General Fund 05/03/2012 Open Paying Fund	Cash Amount 110.11000 (Cash)	HAMPTON INN MORENO VALLEY	\$907.20

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Paying Fund	Cash Amount	Amount
266 - Police Services Grants	266.11000 (Cash)	\$392.00
05/03/2012 Open	Accounts Payable	RODRIGUEZ, IAN
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$640.00
05/03/2012 Open	Accounts Payable	RUCKER, GREG
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$130.00
05/03/2012 Open	Accounts Payable	SBRPSTC
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$130.00
05/03/2012 Open	Accounts Payable	SHAW, DAVID
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$640.00
05/03/2012 Open	Accounts Payable	STANISLAUS COUNTY CLERK
Paying Fund	Cash Amount	Amount
255 - CDBG	255.11000 (Cash)	\$2,158.50
05/03/2012 Open	Accounts Payable	THOMPSON, REBECCA
Paying Fund	Cash Amount	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
05/03/2012 Open	Accounts Payable	Williamson, Justin
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$25.34
126 Transactions		
Type Check Totals:		\$447,576.86
AP - Accounts Payable Totals		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	126	\$447,576.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	126	\$447,576.86	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	126	\$447,576.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

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Stopped	0	\$0.00	\$0.00
Total	126	\$447,576.86	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	126	\$447,576.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	126	\$447,576.86	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	126	\$447,576.86	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	126	\$447,576.86	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
88483	05/08/2012	Open			Accounts Payable	T I D	\$10,663.28		
	Paying Fund			Cash Amount					
	216 - Streets - Local Transportation			216.11000 (Cash)			\$10,585.21		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$78.07		
88484	05/10/2012	Open			Accounts Payable	3T EQUIPMENT CO INC	\$77.50		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$77.50		
88485	05/10/2012	Open			Accounts Payable	ACCOMTEMPMS INC	\$349.80		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$174.90		
	420 - WATER			420.11000 (Cash)			\$174.90		
88486	05/10/2012	Open			Accounts Payable	AIRGAS NCN	\$246.54		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$246.54		
88487	05/10/2012	Open			Accounts Payable	ARMOR FIRE EXTINGUISHER	\$109.52		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$109.52		
88488	05/10/2012	Open			Accounts Payable	AT&T / CALNET 2	\$701.61		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$237.13		
	255 - CDBG			255.11000 (Cash)			\$59.28		
	405 - Building			405.11000 (Cash)			\$51.01		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$173.52		
	420 - WATER			420.11000 (Cash)			\$173.51		
	502 - Engineering			502.11000 (Cash)			\$7.16		
88489	05/10/2012	Open			Accounts Payable	AT&T MOBILITY	\$2,437.89		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$2,437.89		
88490	05/10/2012	Open			Accounts Payable	AT&T/SBC	\$65.31		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$65.31		
88491	05/10/2012	Open			Accounts Payable	BURTON'S FIRE APPARATUS	\$70.66		
	Paying Fund			Cash Amount					

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88492	110 - General Fund 05/10/2012	Open	110.11000 (Cash)	Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	\$70.66
	Paying Fund		Cash Amount			\$451.00
88493	110 - General Fund 05/10/2012	Open	110.11000 (Cash)	Accounts Payable	CALIFORNIA URBAN WATER	\$3,394.49
	Paying Fund		Cash Amount			\$3,394.49
88494	420 - WATER 05/10/2012	Open	420.11000 (Cash)	Accounts Payable	CAROLLO ENGINEERS	\$42,557.44
	Paying Fund		Cash Amount			\$42,557.44
88495	420 - WATER 05/10/2012	Open	420.11000 (Cash)	Accounts Payable	CENTRAL SANITARY SUPPLY	\$2,340.57
	Paying Fund		Cash Amount			\$2,340.57
88496	410 - WATER QUALITY CONTROL (WQC) 05/10/2012	Open	410.11000 (Cash)	Accounts Payable	CENTRAL VALLEY BUSINESS	\$1,415.70
	Paying Fund		Cash Amount			\$1,415.70
88497	110 - General Fund 05/10/2012	Open	110.11000 (Cash)	Accounts Payable	CHAMPION INDUSTRIAL	\$1,399.39
	Paying Fund		Cash Amount			\$1,399.39
88498	410 - WATER QUALITY CONTROL (WQC) 05/10/2012	Open	410.11000 (Cash)	Accounts Payable	CHARTER COMMUNICATIONS	\$90.07
	Paying Fund		Cash Amount			\$90.07
88499	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 501 - Information Technology 05/10/2012	Open	110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 501.11000 (Cash)	Accounts Payable	CITY OF PATTERSON	\$28.95 \$3.06 \$3.07 \$54.99
	Paying Fund		Cash Amount			\$50.00
88500	110 - General Fund 05/10/2012	Open	110.11000 (Cash)	Accounts Payable	CITY OF TURLOCK - CASH	\$50.00
	Paying Fund		Cash Amount			\$113.24
88501	110 - General Fund 217 - Streets - Gas Tax 426 - Transit - BLAST 502 - Engineering 05/10/2012	Open	110.11000 (Cash) 217.11000 (Cash) 426.11000 (Cash) 502.11000 (Cash)	Accounts Payable	CODE PUBLISHING COMPANY	\$74.75 \$26.49 \$9.00 \$3.00
	Paying Fund		Cash Amount			\$99.75

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Account Number	Fund	Account Name	Account Type	Amount	Total
88502	110 - General Fund	05/10/2012 Open	Accounts Payable	\$99.75	
	Paying Fund				\$138,345.54
88503	511 - Health Insurance	05/10/2012 Open	Accounts Payable	\$138,345.54	\$60.36
	Paying Fund			\$60.36	
88504	110 - General Fund	05/10/2012 Open	Accounts Payable	\$83.50	\$83.50
	Paying Fund			\$83.50	
88505	420 - WATER	05/10/2012 Open	Accounts Payable	\$836.20	\$4,250.55
	Paying Fund			\$836.20	
88506	426 - Transit - BLAST	05/10/2012 Open	Accounts Payable	\$4,250.55	\$29.50
	Paying Fund			\$29.50	
88507	410 - WATER QUALITY CONTROL (WQC)	05/10/2012 Open	Accounts Payable	\$2,831.20	\$23.13
	Paying Fund			\$23.13	
88508	110 - General Fund	05/10/2012 Open	Accounts Payable	\$4,547.81	\$26,606.80
	Paying Fund			\$4,547.81	
88509	410 - WATER QUALITY CONTROL (WQC)	05/10/2012 Open	Accounts Payable	\$15,130.74	\$510.45
	Paying Fund			\$510.45	
88510	205 - Sports Facilities	217 - Streets - Gas Tax	Accounts Payable	\$1,338.18	\$1,799.49
				\$1,799.49	
88511	246 - Landscape Assessment	256 - Stanislaus Housing Consortia	Accounts Payable	\$55.41	\$126.09
				\$126.09	
	410 - WATER QUALITY CONTROL (WQC)	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	\$3,345.69	\$3,345.69
				\$3,345.69	

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420 - WATER	420.11000 (Cash)			\$1,832.61
425 - Transit - Dial A Ride	425.11000 (Cash)			\$963.79
426 - Transit - BLAST	426.11000 (Cash)			\$1,273.92
501 - Information Technology	501.11000 (Cash)			\$67.67
502 - Engineering	502.11000 (Cash)			\$162.76
05/10/2012 Open	Accounts Payable	HARDER'S PRINT SHOP INC		\$193.28
Paying Fund	Cash Amount		Amount	
110 - General Fund	110.11000 (Cash)			\$54.11
217 - Streets - Gas Tax	217.11000 (Cash)			\$7.73
246 - Landscape Assessment	246.11000 (Cash)			\$7.73
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$7.73
502 - Engineering	502.11000 (Cash)			\$115.98
05/10/2012 Open	Accounts Payable	HILMAR READY MIX		\$45.63
Paying Fund	Cash Amount		Amount	
420 - WATER	420.11000 (Cash)			\$45.63
05/10/2012 Open	Accounts Payable	JUSTUS LAWNMOWER SHOP INC		\$9.77
Paying Fund	Cash Amount		Amount	
110 - General Fund	110.11000 (Cash)			\$9.77
05/10/2012 Open	Accounts Payable	LANCASTER, PHIL		\$8,130.00
Paying Fund	Cash Amount		Amount	
110 - General Fund	110.11000 (Cash)			\$8,130.00
05/10/2012 Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS		\$204.92
Paying Fund	Cash Amount		Amount	
110 - General Fund	110.11000 (Cash)			\$204.92
05/10/2012 Open	Accounts Payable	MONTE VISTA SMALL ANIMAL		\$1,108.87
Paying Fund	Cash Amount		Amount	
110 - General Fund	110.11000 (Cash)			\$796.87
203 - Animal Fee Forfeiture	203.11000 (Cash)			\$312.00
05/10/2012 Open	Accounts Payable	MUNISERVICES LLC		\$625.00
Paying Fund	Cash Amount		Amount	
110 - General Fund	110.11000 (Cash)			\$625.00
05/10/2012 Open	Accounts Payable	P G & E		\$51.14
Paying Fund	Cash Amount		Amount	
110 - General Fund	110.11000 (Cash)			\$51.14
05/10/2012 Open	Accounts Payable	PATCHETT FORD MERCURY INC		\$84.79
Paying Fund	Cash Amount		Amount	
110 - General Fund	110.11000 (Cash)			\$84.79

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Account Number	Date	Open	Paying Fund	Account Name	Account Type	Cash Amount	Amount
88521	05/10/2012	Open	110 - General Fund	PROTECH SECURITY/ELEC INC	Accounts Payable	\$70.00	\$70.00
88522	05/10/2012	Open	110 - General Fund	QUEST DIAGNOSTICS	Accounts Payable	\$255.20	\$255.20
88523	05/10/2012	Open	110 - General Fund	RICHARDS WATSON & GERSHON	Accounts Payable	\$11,499.61	\$11,499.61
88524	05/10/2012	Open	110 - General Fund	ROLAND PHD, JOCELYN E	Accounts Payable	\$2,531.25	\$2,531.25
88525	05/10/2012	Open	110 - General Fund	SCOTT'S PPE RECON	Accounts Payable	\$1,320.00	\$1,320.00
88526	05/10/2012	Open	110 - General Fund	SIERRA CHEMICAL CO	Accounts Payable	\$6,244.95	\$6,244.95
88527	05/10/2012	Open	410 - WATER QUALITY CONTROL (WQC)	SOUTHWEST SCHOOL &	Accounts Payable	\$159.62	\$159.62
88528	05/10/2012	Open	270 - Recreation Grants	STANISLAUS CO PLANNING	Accounts Payable	\$20,000.00	\$20,000.00
88529	05/10/2012	Open	256 - Stanislaus Housing Consortia	T I D	Accounts Payable	\$131,219.22	\$131,219.22
88530	05/10/2012	Open	110 - General Fund	TBA AUTO PARTS	Accounts Payable	\$5,466.64	\$5,466.64
			110 - General Fund		Cash Amount	\$2,885.18	\$2,885.18

Payment Register

From Payment Date: 5/4/2012 - To Payment Date: 5/10/2012

205 - Sports Facilities	205.11000 (Cash)			\$41.88
217 - Streets - Gas Tax	217.11000 (Cash)			\$851.62
246 - Landscape Assessment	246.11000 (Cash)			\$411.02
255 - CDBG	255.11000 (Cash)			\$0.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$387.60
420 - WATER	420.11000 (Cash)			\$5.99
425 - Transit - Dial A Ride	425.11000 (Cash)			\$47.18
426 - Transit - BLAST	426.11000 (Cash)			\$550.37
502 - Engineering	502.11000 (Cash)			\$285.80
05/10/2012 Open	Accounts Payable	THORSENS INC		\$503.36
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$503.36
05/10/2012 Open	Accounts Payable	TURLOCK JOURNAL		
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$3,704.44
05/10/2012 Open	Accounts Payable	TURLOCK SCAVENGER CO INC		
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$400,000.00
420 - WATER	420.11000 (Cash)			(\$11,111.11)
05/10/2012 Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC		\$220.00
Paying Fund	Cash Amount			Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)			\$220.00
05/10/2012 Open	Accounts Payable	UNIVAR USA INC		
Paying Fund	Cash Amount			Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$10,625.14
05/10/2012 Open	Accounts Payable	WILLEY PRINTING CO		
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$790.28
05/10/2012 Open	Accounts Payable	ZEE MEDICAL SERVICE CO		
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$56.54
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$35.11
502 - Engineering	502.11000 (Cash)			\$20.19
05/10/2012 Open	Accounts Payable	CONTRERAS, GIL E		\$91.00
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$88.50
301 - Capital Improvement	301.11000 (Cash)			\$2.50

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From Payment Date: 5/4/2012 - To Payment Date: 5/10/2012

Check No	Paying Fund	Open	Accounts Payable	LAWLEY, DON	Amount
88539	110 - General Fund	Open	Cash Amount		\$150.53
	110 - General Fund	Open	110.11000 (Cash)		\$150.53
88540	205 - Sports Facilities	Open	Accounts Payable	OROZCO, ORLANDO	\$708.00
	205 - Sports Facilities	Open	205.11000 (Cash)		\$168.00
88541	110 - General Fund	Open	Accounts Payable	Rushing, Tim	\$1,000.00
	110 - General Fund	Open	110.11000 (Cash)		\$1,000.00
88542	110 - General Fund	Open	Accounts Payable	VEHICLE REGISTRATION COLLECTIONS	\$245.00
	110 - General Fund	Open	Cash Amount		\$245.00
			110.11000 (Cash)		\$245.00
Type Check Totals:					\$840,506.72
AP - Accounts Payable Totals					\$840,506.72

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$840,506.72	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	60	\$840,506.72	\$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
All	Open	60	\$840,506.72	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	60	\$840,506.72	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$840,506.72	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	60	\$840,506.72	\$0.00

Payment Register

From Payment Date: 5/4/2012 - To Payment Date: 5/10/2012

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$840,506.72	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	60	\$840,506.72	\$0.00

Payment Register

From Payment Date: 5/11/2012 - To Payment Date: 5/17/2012

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
88543	05/14/2012	Open			Cash Amount	CALIF CAD SOLUTIONS INC	\$11,750.00		
	Paying Fund								
88544	05/14/2012	Open			501.11000 (Cash)	CINCINNATI LIFE INS INC	\$816.92		
	Paying Fund								
88545	05/14/2012	Open			104.11000 (Cash)	COUNTY BANK VISA	\$2,827.20		
	Paying Fund								
88546	05/14/2012	Open			Cash Amount	EATON ELECTRICAL INC	\$2,151.00		
	Paying Fund								
88547	05/14/2012	Open			110.11000 (Cash)	IBM CORPORATION	\$5,043.03		
	Paying Fund								
88548	05/14/2012	Open			Cash Amount	LOGICAL DESIGN INC	\$1,170.00		
	Paying Fund								
88549	05/14/2012	Open			110.11000 (Cash)	VISION SERVICE PLAN CA	\$1,655.64		
	Paying Fund								
88550	05/14/2012	Open			511.11000 (Cash)	VISION SERVICE PLAN CA	\$4,767.55		
	Paying Fund								
88551	05/14/2012	Open			Cash Amount	YORK INSURANCE SV GRP INC	\$7,908.17		
	Paying Fund								
88552	05/14/2012	Open			510.11000 (Cash)	YOSEMITE CHAPTER OF ICC	\$240.00		
	Paying Fund								
	405 - Building								

Payment Register

From Payment Date: 5/1/1/2012 - To Payment Date: 5/17/2012

88553	05/15/2012	Open	Utility Management Refund	CAVALIERI, MARY	Cash Amount	Amount
	Paying Fund					
	420 - WATER		420.11000 (Cash)			\$76.20
88554	05/15/2012	Open	Utility Management Refund	GOEPPERT, ASHLEY	Cash Amount	\$155.70
	Paying Fund					
	420 - WATER		420.11000 (Cash)			\$155.70
88555	05/15/2012	Open	Utility Management Refund	REBUILDING TOGETHER LONG BEACH	Cash Amount	\$31.38
	Paying Fund					
	420 - WATER		420.11000 (Cash)			\$31.38
88556	05/15/2012	Open	Utility Management Refund	SANCHEZ, PABLO NAVA	Cash Amount	\$227.31
	Paying Fund					
	420 - WATER		420.11000 (Cash)			\$227.31
88557	05/15/2012	Open	Utility Management Refund	WOOD INVESTMENTS	Cash Amount	\$93.00
	Paying Fund					
	420 - WATER		420.11000 (Cash)			\$93.00
88558	05/17/2012	Open	Accounts Payable	A & A PORTABLES INC	Cash Amount	\$645.34
	Paying Fund					
	301 - Capital Improvement		301.11000 (Cash)			\$645.34
88559	05/17/2012	Open	Accounts Payable	ACCUENTEPMPS INC	Cash Amount	\$782.68
	Paying Fund					
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$391.34
	420 - WATER		420.11000 (Cash)			\$391.34
88560	05/17/2012	Open	Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	Cash Amount	\$129.87
	Paying Fund					
	502 - Engineering		502.11000 (Cash)			\$129.87
88561	05/17/2012	Open	Accounts Payable	ARC OF STANISLAUS CO, THE	Cash Amount	\$5,586.35
	Paying Fund					
	255 - CDBG		255.11000 (Cash)			\$5,586.35
88562	05/17/2012	Open	Accounts Payable	AT&T/SBC	Cash Amount	\$31.43
	Paying Fund					
	110 - General Fund		110.11000 (Cash)			\$31.43
88563	05/17/2012	Open	Accounts Payable	BSN Sports inc	Cash Amount	\$3,322.60
	Paying Fund					

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From Payment Date: 5/1/2012 - To Payment Date: 5/17/2012

88564	110 - General Fund 05/17/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	CALIF DEPT OF TRANS	Amount	\$3,322.60
88565	216 - Streets - Local Transportation 05/17/2012 Open Paying Fund	216.11000 (Cash) Accounts Payable	CHARTER COMMUNICATIONS	Amount	\$1,855.89
88566	410 - WATER QUALITY CONTROL (WQC) 501 - Information Technology 05/17/2012 Open Paying Fund	410.11000 (Cash) 501.11000 (Cash) Accounts Payable	COMBINED BENEFITS ADMIN C	Amount	\$54.99 \$49.99 \$232,708.08
88567	511 - Health Insurance 05/17/2012 Open Paying Fund	511.11000 (Cash) Accounts Payable	COMBINED BENEFITS ADMIN-	Amount	\$232,708.08
88568	511 - Health Insurance 05/17/2012 Open Paying Fund	511.11000 (Cash) Accounts Payable	COMBINED BENEFITS ADMIN/	Amount	\$4,767.55
88569	511 - Health Insurance 05/17/2012 Open Paying Fund	511.11000 (Cash) Accounts Payable	COMBINED BENEFITS ADMIN/	Amount	\$2,183.98
88570	110 - General Fund 217 - Streets - Gas Tax 246 - Landscape Assessment 270 - Recreation Grants 410 - WATER QUALITY CONTROL (WQC) 05/17/2012 Open Paying Fund	110.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 270.11000 (Cash) 410.11000 (Cash) Accounts Payable	COSTCO	Amount	\$1,626.55 \$168.03 \$50.00 \$372.67 \$200.00 \$53.61
88571	410 - WATER QUALITY CONTROL (WQC) 05/17/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	DURAFLEX INTERNATIONAL CORPORATION	Amount	\$53.61
88572	110 - General Fund 05/17/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	FARIA, JAMIE	Amount	\$1,211.00
88573	104 - Payroll Clearing Fund 110 - General Fund 05/17/2012 Open Paying Fund	104.11000 (Cash) 110.11000 (Cash) Accounts Payable	FIRST TRANSIT INC	Amount	\$427.50 (\$1.50) \$43,691.71

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From Payment Date: 5/1/2012 - To Payment Date: 5/17/2012

Account Number	Description	Account Type	Vendor Name	Amount
88574	425 - Transit - Dial A Ride	Cash		\$8,534.66
	426 - Transit - BLAST	Cash		\$35,157.05
	05/17/2012 Open	Accounts Payable	GOMES PROPANE	\$170.85
	Paying Fund	Cash Amount		
88575	217 - Streets - Gas Tax	Cash		\$170.85
	05/17/2012 Open	Accounts Payable	GRAINGER INC, W W	\$1,873.22
	Paying Fund	Cash Amount		
88576	410 - WATER QUALITY CONTROL (WQC)	Cash		\$1,873.22
	05/17/2012 Open	Accounts Payable	HORIZON	\$11,143.63
	Paying Fund	Cash Amount		
88577	110 - General Fund	Cash		\$1,143.63
	410 - WATER QUALITY CONTROL (WQC)	Cash		\$10,000.00
	05/17/2012 Open	Accounts Payable	HSQ INC	\$1,635.63
	Paying Fund	Cash Amount		
88578	420 - WATER	Cash		\$1,635.63
	05/17/2012 Open	Accounts Payable	HUB INTL OF CA INS SVC	\$509.26
	Paying Fund	Cash Amount		
88579	110 - General Fund	Cash		\$509.26
	05/17/2012 Open	Accounts Payable	JOHN DEERE LANDSCAPE	\$1,238.98
	Paying Fund	Cash Amount		
88580	205 - Sports Facilities	Cash		\$300.80
	246 - Landscape Assessment	Cash		\$938.18
	05/17/2012 Open	Accounts Payable	JUSTUS LAWNMOWER SHOP INC	\$406.15
	Paying Fund	Cash Amount		
88581	110 - General Fund	Cash		\$250.93
	246 - Landscape Assessment	Cash		\$155.22
	05/17/2012 Open	Accounts Payable	KEY SEAL PRODUCTS INC	\$486.99
	Paying Fund	Cash Amount		
88582	217 - Streets - Gas Tax	Cash		\$486.99
	05/17/2012 Open	Accounts Payable	LANGUAGE LINE SERVICES	\$13.57
	Paying Fund	Cash Amount		
88583	110 - General Fund	Cash		\$13.57
	05/17/2012 Open	Accounts Payable	LEHIGH HANSON INC	\$800.42
	Paying Fund	Cash Amount		
88584	217 - Streets - Gas Tax	Cash		\$800.42
	05/17/2012 Open	Accounts Payable	LINCOLN EQUIPMENT INC	\$333.44
	Paying Fund	Cash Amount		

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From Payment Date: 5/11/2012 - To Payment Date: 5/17/2012

88585	110 - General Fund 05/17/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	MODESTO JANITORIAL SUPPLY	\$333.44	\$965.56
88586	410 - WATER QUALITY CONTROL (WQC) 05/17/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	NEIL O ANDERSON AND ASSOC	\$965.56	\$4,631.00
88587	305 - Capital Facility Fees 05/17/2012 Open Paying Fund	305.11000 (Cash) Accounts Payable	NEW WORLD SYSTEM CORP	\$4,631.00	\$2,400.00
88588	420 - WATER 05/17/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable	NSP3	\$2,400.00	\$5,323.69
88589	228 - Park Development Tax 05/17/2012 Open Paying Fund	228.11000 (Cash) Accounts Payable	NUCP TURLOCK LLC	\$5,323.69	\$362,504.34
88590	411 - Storm Drainage Construction 05/17/2012 Open Paying Fund	411.11000 (Cash) Accounts Payable	OMNI-MEANS INC	\$362,504.34	\$12,719.30
88591	305 - Capital Facility Fees 05/17/2012 Open Paying Fund	305.11000 (Cash) Accounts Payable	P E R S A C T N G D I V	\$12,719.30	\$290,073.82
88592	104 - Payroll Clearing Fund 110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 265 - Fire Department Grants 266 - Police Services Grants 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 505 - Fleet 05/17/2012 Open Paying Fund	104.11000 (Cash) 110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 265.11000 (Cash) 266.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 505.11000 (Cash) Accounts Payable		\$282,155.47 \$7,597.04 \$3.76 \$13.25 \$15.04 \$55.65 \$89.68 \$99.68 \$34.53 \$9.72	\$4,538.12
		Cash Amount	P G & E	Amount	
	110 - General Fund 217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 426 - Transit - BLAST	110.11000 (Cash) 217.11000 (Cash) 410.11000 (Cash) 426.11000 (Cash)		\$364.20 \$8.11 \$182.33 \$27.62	

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Account Number	Account Name	Account Type	Account Payable	Amount
88593	505 - Fleet	Open	505.11000 (Cash)	\$3,955.86
	05/17/2012	Open	Accounts Payable	
	Paying Fund		PACIFIC TIRE & WHEEL	\$45.00
	110 - General Fund		Cash Amount	Amount
	246 - Landscape Assessment		110.11000 (Cash)	\$22.50
	410 - WATER QUALITY CONTROL (WQC)		246.11000 (Cash)	\$4.50
	420 - WATER		410.11000 (Cash)	\$12.00
	05/17/2012	Open	420.11000 (Cash)	\$6.00
88594	05/17/2012	Open	Accounts Payable	
	Paying Fund		RECOLOGY GROVER	\$1,493.59
	246 - Landscape Assessment		Cash Amount	Amount
	05/17/2012	Open	246.11000 (Cash)	\$1,493.59
88595	05/17/2012	Open	Accounts Payable	
	Paying Fund		RECYCLE AWAY SYSTEMS & SOLUTIONS	\$871.38
	204 - AB 939 Integrated Waste Mgmt		Cash Amount	Amount
	05/17/2012	Open	204.11000 (Cash)	\$871.38
88596	05/17/2012	Open	Accounts Payable	
	Paying Fund		REED INC, GEORGE	\$188,308.32
	426 - Transit - BLAST		Cash Amount	Amount
	05/17/2012	Open	426.11000 (Cash)	\$188,308.32
88597	05/17/2012	Open	Accounts Payable	
	Paying Fund		REPUBLIC ITS	\$132,534.00
	302 - Street Light Installation		Cash Amount	Amount
	05/17/2012	Open	302.11000 (Cash)	\$132,534.00
88598	05/17/2012	Open	Accounts Payable	
	Paying Fund		SANTA FE AGGREGATES INC	\$1,268.78
	217 - Streets - Gas Tax		Cash Amount	Amount
	05/17/2012	Open	217.11000 (Cash)	\$1,268.78
88599	05/17/2012	Open	Accounts Payable	
	Paying Fund		SHAPE INC	\$5,143.26
	410 - WATER QUALITY CONTROL (WQC)		Cash Amount	Amount
	05/17/2012	Open	410.11000 (Cash)	\$5,143.26
88600	05/17/2012	Open	Accounts Payable	
	Paying Fund		SHORE CHEMICAL CO	\$4,193.64
	110 - General Fund		Cash Amount	Amount
	205 - Sports Facilities		110.11000 (Cash)	\$1,325.13
	410 - WATER QUALITY CONTROL (WQC)		205.11000 (Cash)	\$1,543.38
	05/17/2012	Open	410.11000 (Cash)	\$1,325.13
88601	05/17/2012	Open	Accounts Payable	
	Paying Fund		SIERRA FOOTHILL LAB	\$2,775.00
	410 - WATER QUALITY CONTROL (WQC)		Cash Amount	Amount
	05/17/2012	Open	410.11000 (Cash)	\$2,775.00
88602	05/17/2012	Open	Accounts Payable	
	Paying Fund		SPENCE SPRAYING	\$5,176.35
	217 - Streets - Gas Tax		Cash Amount	Amount
	05/17/2012	Open	217.11000 (Cash)	\$724.17

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88603	410 - WATER QUALITY CONTROL (WQC) 05/17/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	STANISLAUS CO PLANNING	\$4,452.18
88604	256 - Stanislaus Housing Consortia 05/17/2012 Open Paying Fund	256.11000 (Cash) Accounts Payable	STANISLAUS COUNTY	\$54,970.04
88605	110 - General Fund 05/17/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	STANISLAUS COUNTY - TAX	\$12.00
88606	625 - Successor Agency - LMI 05/17/2012 Open Paying Fund	625.11000 (Cash) Accounts Payable	STANTEC CONSULTING INC	\$3,484.44
88607	401 - Airport 05/17/2012 Open Paying Fund	401.11000 (Cash) Accounts Payable	SUPPORT PAYMENT CLEARING	\$14,865.46
88608	104 - Payroll Clearing Fund 110 - General Fund 05/17/2012 Open Paying Fund	104.11000 (Cash) 110.11000 (Cash) Accounts Payable	SUPPORT PAYMENT CLEARING	\$440.13 (\$1.00)
88609	410 - WATER QUALITY CONTROL (WQC) 05/17/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	SWRCB ACCOUNTING OFFICE	\$190.00
88610	110 - General Fund 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 505 - Fleet 05/17/2012 Open Paying Fund	110.11000 (Cash) 216.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 505.11000 (Cash) Accounts Payable	TURLOCK AUTO PARTS	\$9,842.28 \$3,717.14 \$2,578.00 \$20,291.64 \$1,212.35
88611	410 - WATER QUALITY CONTROL (WQC) 502 - Engineering 05/17/2012 Open Paying Fund	410.11000 (Cash) 502.11000 (Cash) Accounts Payable	TURLOCK SCAVENGER CO INC	\$22.48 \$147.88
88612	110 - General Fund 05/17/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	UNITED PARCEL SERVICE INC	\$200,000.00
	501 - Information Technology	501.11000 (Cash)		\$40.55
			T I D	\$37,641.41
				\$170.36
				\$200,000.00
				\$40.55

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From Payment Date: 5/1/2012 - To Payment Date: 5/17/2012

Account ID	Payment Date	Open	Paying Fund	Cash Amount	Accounts Payable	UNITED RESOURCE SYSTEMS INC	Amount
88613	05/17/2012	Open	110 - General Fund	110.11000 (Cash)			\$110.84
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$428.25
88614	05/17/2012	Open			Accounts Payable	WINTON-IRELAND STROM AND GREEN INSURANCE	\$159.00
88615	05/17/2012	Open			Accounts Payable	WLC ARCHITECTS INC	\$109,243.67
88616	05/17/2012	Open			Accounts Payable	ZAP MFG INC	\$580.43
88617	05/17/2012	Open			Accounts Payable	DOUBLETREE SACRAMENTO	\$286.24
88618	05/17/2012	Open			Accounts Payable	HOLEMAN, RUSSELL	\$162.00
88619	05/17/2012	Open			Accounts Payable	MAGANA, CRISTINA	\$276.00
88620	05/17/2012	Open			Accounts Payable	MODERN COMPANY	\$623.80
88621	05/17/2012	Open			Accounts Payable	MURPHY, MIKE	\$1,763.22
88622	05/17/2012	Open			Accounts Payable	NATIONAL TRAINING CONCEPTS INC	\$277.00
88623	05/17/2012	Open			Accounts Payable	PALACIOS, ROSA	\$83.00
							\$539.09

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From Payment Date: 5/1/2012 - To Payment Date: 5/17/2012

Check No.	Date	Payee	Account	Amount
88624	05/17/2012	Open	Accounts Payable	\$98.00
		Paying Fund	RODRIGUES, STEVE	
Cash Amount				\$98.00
110 - General Fund				
88625	05/17/2012	Open	Accounts Payable	\$158.00
		Paying Fund	RODRIGUEZ, IAN	
Cash Amount				\$158.00
110 - General Fund				
Type Check Totals:				\$1,808,471.55
AP - Accounts Payable Totals				\$1,808,471.55

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,808,471.55	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,808,471.55	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,808,471.55	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,808,471.55	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,808,471.55	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,808,471.55	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,808,471.55	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,808,471.55	\$0.00

-
1. **CALL TO ORDER** Mayor Lazar called the meeting to order at 6:02 p.m.
PRESENT: Councilmembers Amy Bublak, 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. **SCHEDULED MATTERS:**

- A. City Manager Roy Wasden presented information on the request to accept a portion of preliminary Fiscal Year 2012-13 Non-General Fund Budget, and all General Fund Budgets, with the final budget to be adopted in whole on May 22, 2012.

The following directors/managers presented budgetary information in the following areas:

Maryn Pitt	Housing Programs
Roy Wasden	City Council/City Manager/City Clerk/General Government/Tourism/Capital Purchases/Small Equipment Replacement/Asset Replacement/Computer Replacement/Vehicle & Equipment Replacement/Insurance/Workers' Comp/Retiree Health/PBID
Phaedra Norton	City Attorney
Sarah Eddy	Human Resources

Council and staff discussion included funding issues related to Housing, Turlock Partnership Incentives Program, federal and state lobbying/grant writing, and Council conferences/travel.

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

5. **ADJOURNMENT:**

Mayor Lazar adjourned the meeting at 6:57 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

- 1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:07 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.
ABSENT: None

B. SALUTE TO THE FLAG

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

Mayor Lazar handled Items 2A and 2B out of order.

- B. Mayor Lazar presented a Proclamation to Manuel Drumonde and Gerald Teran in recognition of the 100th Anniversary of the Turlock Pentecost Association Festa Do Espirito Santo.

- A. Mayor Lazar presented a Proclamation to Municipal Services Director Dan Madden in recognition of Public Works Week, May 20-26, 2012.

3. A. SPECIAL BRIEFINGS:

California State University, Stanislaus, Director of Legislative Affairs Andrew LaFlamme briefed the Council on activities at the University, including that newly appointed CSU, Stanislaus President Dr. Joseph Sheley is set to begin on Monday, June 11, 2012, issues related to the state budget, and that commencement ceremonies will be held on May 24, 2012.

B. STAFF UPDATES

- 1. Municipal Services Director Dan Madden introduced Environmental Compliance Inspector Dan Frisch who provided a PowerPoint presentation on improvements to the City's Pretreatment Program.
- 2. Fire Chief Tim Lohman presented the Turlock Fire Services 2011 Annual Report.

C. PUBLIC PARTICIPATION: None

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

Mayor Lazar identified a conflict of interest in regard to the Closed Session item due to the plaintiff in the case being one of his clients.

5. CONSENT CALENDAR:

- Action:** Motion by Councilmember Jackson, seconded by Councilmember White, and unanimously carried to adopt the consent calendar as follows:
- A. **Resolution No. 2012-078** Accepting demands of 4/26/12 in the amount of \$20,751,005.02
 - B. Motion: Accepting Minutes of Special Meeting of May 8, 2012; Minutes of Regular Meeting of May 8, 2012
 - C. 1. **Resolution No. 2012-079** Appropriating \$146,044 to account number 420-52-551.51270 "Water Reservoir & Pump Station - Fulkerth (Water Bond Project)," from Fund 420 "Water" reserve balance for specialized engineering services to design and provide construction management for City Project No. 11-42, "Water Reservoir & Pump Station on Fulkerth Road"
2. Motion: Approving Amendment No. 1 to the Agreement with Carollo Engineers increasing the total compensation under City Contract No. 11-955 by \$146,044 for the design of a municipal well in conjunction with City Project No. 11-42, "Water Reservoir and Pump Station on Fulkerth Road"
 - D. 1. Motion: Awarding bid and approving an agreement in the amount of \$149,474.20 (Fund 255) with Taylor Backhoe Services, Inc., of Merced, California, for City Project No. 11-46, "Soderquist Sidewalk Improvements"
2. **Resolution No. 2012-080** Appropriating \$94,100 to account number 255-41-485.47210_006 "Public Improvements," to be funded via a transfer from account number 255-41-485.47210_001, for City Project No. 11-46, "Soderquist Sidewalk Improvements," to complete the necessary funding required for the project
 - 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 Turlock Regional Water Quality Control Facility without compliance with the formal competitive bidding procedure
 - F. Motion: Awarding bid and approving an agreement in the amount of \$177,623 (Fund 215) with Tim Paxin's Excavation of Elk Grove, California, for City Project No. 0945, "Washington and West Main Intersection Improvements"
 - G. **Resolution No. 2012-081** Directing the filing of the Annual Reports for Fiscal Year 2012-2013 for Assessment Districts in the City of Turlock
 - H. Motion: Approving the rehabilitation forgivable loan #4533-RM, in the amount of \$10,000, where the City of Turlock will be in third position, as prescribed by the adopted Rehabilitation Loan Policies and Procedures
 - I. Motion: Approving an Agreement between the City of Turlock and Horizon Water and Environment for specialized environmental compliance consulting services during the construction of the Harding Drain Bypass Project, in an amount not to exceed \$55,639, to be funded by Fund 415 (Sewer Bonds)
 - J. **Resolution No. 2012-082** Authorizing the filling and replacement of two (2) current vacant positions and one (1) future vacancy within the Water Quality Control and Utilities Divisions of Municipal Services through an in-house recruitment of full-time, part-time and volunteer /intern staff, and outside recruitment if needed
 - K. **Resolution No. 2012-083** Appropriating \$1,666 to account number 216-40-421.43060_003 "Contract Services-Signalization" from Fund 426 "Transit (Fixed Route)" for the "Transit Hub Construction" and Fund 305 "Capital Facilities Fees" for the "Traffic Signal at West Main and South Kilroy" for modifications to the traffic signals during construction

- L. Motion: Approving an Agreement with Kyocera Mita America, Inc., through the Association of Education of Purchasing Agencies (AEPAA), Contract No. AEPAA009D, with maintenance provided by Mo-Cal of Modesto, California, to lease nine (9) multifunctional copiers for placement in Police (3), Finance (1), Planning (1), Building (1), Recreation (1), Human Resources (1) and Fleet Maintenance (1) at a monthly cost of \$784, totaling \$49,392 over the 63-month lease period, in accordance with TMC §2-7-08(b)(5)
- M. **Resolution No. 2012-084** Authorizing the Purchasing Officer to dispose of surplus property by any means determined to be in the best interest of the City
- N. Motion: Approving an agreement with Financial Credit Network, Inc. for collection agency services for bad debts, in an amount not to exceed \$20,000 for a period of twelve (12) months
- O. **Resolution No. 2012-085** Approving the amended Parks, Recreation & Public Facilities Division part-time employee wage scale which reflects changes to position titles effective June 1, 2012
- P. **Resolution No. 2012-086** Rescinding Resolution No. 97-112 and adopting an amended enabling resolution for the Turlock City Arts Commission
- Q. Motion: Approving the renewal of the Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to offer youth volleyball programs within the community
- R. 1. Motion: Authorizing the City Manager to execute an Agreement for tree trimming and maintenance services on a piggy-back contract from the Turlock Irrigation District, Contract No. G090074, with Davey Tree Surgery Company of Modesto, California, for Parks, Recreation & Public Facilities Division, without compliance to the formal bid process
2. Motion: Approving the service agreement with Davey Tree Surgery Company of Modesto, California, for tree trimming and maintenance services for a period of fifteen (15) months, ending June 30, 2013, in an amount not to exceed \$15,000
- S. Motion: Approving a contract with the Housing Authority of the County of Stanislaus for non-school hour activities
- T. Motion: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Turlock High School
- U. Motion: Approving an agreement between the City of Turlock and the Turlock Unified School District for Police Officer Services at Pitman High School
- V. Motion: Approving an agreement between the City of Turlock and the Stanislaus County Fairgrounds for the purpose of using the northern parking lot and surrounding areas of the Fairgrounds for continued Turlock Police Department motorcycle and bicycle team training from January 1, 2012 through December 31, 2012
- W. **Resolution No. 2012-087** Authorizing the release of unclaimed checks pursuant to California Government Code Section 50055 to the City of Turlock
- X. Motion: Rejecting Claim for Damages filed by Bethany Cardenas
- Y. Motion: Rejecting Claim for Damages filed by Simaran Kaur

6. FINAL READINGS: None

7. PUBLIC HEARINGS

- A. Regulatory Affairs Manager Michael Cooke presented the staff report on the request to amend Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 1 regarding Rates for the Collection of Recyclable Waste Material.

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

Action: Motion by Councilmember White, seconded by Councilmember Jackson, introducing an Ordinance Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 1 Regarding Rates for the Collection of Recyclable Waste Material, and setting the final reading for June 12, 2012. Motion carried unanimously.

8. SCHEDULED MATTERS:

- A. Housing Program Services Manager/Interim Assistant City Manager Maryn Pitt presented the staff report on the request to approve an amendment to the non-exclusive building lease agreement between the City of Turlock and Turlock Gospel Mission, a non-profit corporation, for the City owned area and building located at 1030 East Avenue, Turlock, California (Youth Center).

Tim Guerino of Turlock Gospel Mission spoke positively about the assistance provided by City of Turlock staff in relation to the Homeless Assistance Ministry Center.

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

Action: Motion by Councilmember Jackson, seconded by Councilmember Bublak, Approving an amendment to the non-exclusive building lease agreement between the City of Turlock and Turlock Gospel Mission, a non-profit corporation, for the City owned area and building located at 1030 East Avenue, Turlock, California (Youth Center). Motion carried unanimously.

- B. City Manager Roy Wasden presented the staff report on the request to adopt the City of Turlock General and Non-General Fund budgets covering Fiscal Year 2012-13.

Council and staff discussion included proposed changes to Police, Fire, and Housing budgets, pending labor negotiations and the potential fiscal impacts associated with those negotiations, grant funding related to Police and Fire staffing, funding issues related to the loss of redevelopment monies, federal/state lobbying and grant writing, Council conferences/travel, and the Turlock Partnership Incentives program.

Action: Motion by Councilmember Jackson, seconded by Councilmember White, accepting the recommendation of the Police Chief to eliminate a vacant Police Lieutenant position, eliminate three (3) vacant Police Officer positions, and reclassify a vacant Support Operations Manager to Police Captain. Motion carried with Councilmember Bublak dissenting.

Motion by Councilmember White, seconded by Councilmember Jackson, accepting the recommendation of the Fire Chief to eliminate a General Fund transfer of \$17,000 to Fund 506 "Vehicle Replacement." Motion carried unanimously.

Motion by Councilmember White, seconded by Councilmember DeHart, reducing 43011 "Federal Lobbyist" General Fund contribution from \$50,000 to \$20,000 with a \$30,000 contribution from the Enterprise Fund, eliminating 43012 "Grant Writing State Lobbyist" funding, and reducing 47030 "Conferences" and 47031 "Conferences – Mayor" funding to FY 2011-12 levels. Motion carried with Councilmember Bublak dissenting.

Motion by Councilmember Bublak, seconded by Councilmember White, reducing 47248 "Turlock Partnership Incentives Program" funding from \$25,000 to \$15,000. Motion carried unanimously.

Resolution No. 2012-088 Adopting the City of Turlock General Fund Budget covering Fiscal Year 2012-13 was introduced by Councilmember Jackson, seconded by Councilmember DeHart, and carried with Councilmember Bublak dissenting.

Resolution No. 2012-089 Adopting the City of Turlock Non-General Fund Budget covering Fiscal Year 2012-13 was introduced by Councilmember Jackson, seconded by Councilmember DeHart, and carried with Councilmember Bublak dissenting.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Bublak asked that the disposition of surplus City property be handled by the City Manager or staff rather than at the Council level.

10. COUNCIL COMMENTS

Councilmember White recently had an opportunity to attend a Future Farmers of America Awards Banquet and a Boy Scouts of America Regional Awards Ceremony. He congratulated the children, teachers, and volunteers of these organizations on their accomplishments.

Councilmember Jackson commented that Vince Harris will be stepping down from his role as the Director of StanCOG and that Carlos Yamzon will serve as the Interim Director.

Councilmember Jackson commented about a recent parking situation related to Turlock Farmers Market. She also reminded everyone about the Market which is held on Fridays, between 8:00 a.m. and 1:00 p.m.

Councilmember Bublak commented on the recent "Fill the Boot" drive and asked Fire Chief Lohman to comment on the event. Chief Lohman spoke on recent successful Fire Department events including the "Fill the Boot" drive, Moose Lodge Recognition, and "Blessing of the Fire Engines" at St. Francis Anglican Church.

DRAFT

Mayor Lazar commented that Turlock Cemetery will host the annual Memorial Day Celebration and encouraged the community and Council to attend.

Adjourned to the Successor Agency to the Turlock Redevelopment Agency.

Reconvened the Turlock City Council meeting

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(a)
Name of case: Nirmal Singh v. City of Turlock

Action: Council provided direction to staff.

12. ADJOURNMENT:

Mayor Lazar adjourned the meeting at 8:38 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

DRAFT



Council Synopsis

5c

June 12, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a Transportation Development Act (TDA) Claim #2 for Non-Transit expenses for Fiscal Year 2011-12 in the amount of \$255,513 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates

2. DISCUSSION OF ISSUE:

Each year the City submits an application to Stanislaus Council of Governments (StanCOG) for State of California Transportation Development Act (TDA) Local Transportation Funding (LTF) funds which are derived from ¼ cent of the statewide 7.375% cent retail sales tax. This is one source of revenue for transit operations and provides a portion of the funding for "Non-Transit" (Streets and Roads, and Non-Motorized) activities following fully funding transit activities.

The attached claim in the amount of \$255,513 is for supplemental apportioned LTF dollars available to the City of Turlock.

3. BASIS FOR RECOMMENDATION:

- A) A resolution is required with each TDA/LTF claim submittal in order to receive funds. LTF revenues for street purposes are available to claiming agencies after StanCOG completes payment on the transit claims.
- B) This funding will provide a source of some revenue for City improvements and maintenance of local streets and streetlights.

Strategic Plan Initiative: H. Community Programs, Facilities and Infrastructure

Goal(s): 1(A) Community Infrastructure
v) Provide safe and well maintained street for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

	<u>Account Number</u>	<u>Amount</u>
LTF Streets	216/40-421-34105	
(Non-Transit Claim 2011/12)		\$255,513
Total (Non-Transit Claim FY 2011/12)		<u>\$255,513</u>

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. The City Council could deny approval of the Transportation Development Claim (TDA) and passage of this resolution. City staff does not recommend this alternative, however, because these funds are one of the sources of revenue for local street maintenance costs. Other City funding sources would be required to meet the City street maintenance needs.

**TRANSPORTATION DEVELOPMENT ACT
LOCAL TRANSPORTATION FUND
CLAIM FOR FISCAL YEAR 2011/12 OTHER PURPOSES
CLAIM #2**

TO: Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354

FROM: Applicant: City of Turlock
Address: 156 S. Broadway, Suite 150
City Turlock Zip: 95380
Contact Person: Mike Pitcock Phone: 668-5599 ext 4430
E-mail Address: mpitcock@turlock.ca.us Fax: 668-5563

The City of Turlock hereby requests, in accordance with the Transportation Development Act and applicable rules and regulations, that its claim for other purposes be approved in the amount of \$ 255,513 for fiscal year 2011/12, to be drawn from the Local Transportation Fund.

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms contained in the approving resolution to the Stanislaus Council of Governments.

The claimant certifies that this Local Transportation Fund claim and the financial information contained therein is reasonable and accurate to the best of my knowledge and conforms with the requirements of the Transportation Development Act and applicable rules and regulations.

Submitted by: _____

Title: _____

Date: _____

StanCOG Board of Directors:

Date of approval: _____

Resolution #: _____

StanCOG Approving Authority
Vincent Canales, Jr., Finance Director

CLAIMANT: City of Turlock

**LOCAL TRANSPORTATION FUND
CLAIM FOR OTHER PURPOSES
FY 2011/12
CLAIM #2**

TABLE 1

1.	Planning, Local --PUC 99262/99402	\$	-
2.	Transit *	\$	-
3.	Streets and Roads --PUC 99400 (a)	\$	255,513
4.	Nonmotorized - Other LTF funds --PUC 99233.2/99234	\$	-
5.	TOTAL CLAIM	\$	255,513

<i>This table is to be filled out by StanCOG staff</i>	
City of Turlock	
Total LTF available to be claimed for Other purposes:	
FY 2011/12 Nonmotorized apportionment	previously claimed
FY 2010/11 Nonmotorized supplemental	previously claimed
Total 2% Nonmotorized	\$ -
FY 2011/12 Other Purposes	\$ 255,513
FY 2010/11 Other Purposes supplemental	previously claimed
	\$ 255,513
Total available to be claimed at this time	\$ 255,513

* If you have proposed transit expenditures, please fill in the appropriate PUC Code.

**ANNUAL PROJECT AND FINANCIAL PLAN
PROJECTS FOR OTHER PURPOSES
FY 2011/12
CLAIM #2**

(Use additional forms as necessary)

TABLE 5

Briefly describe all proposed projects and indicate proposed project expenditures					
Project Title & Brief Description	Will this Project add new travel lanes? Yes or No	Will this Project use Federal Funds? Yes or No	Is this Project consistent with the RTP Yes or No	Total Project Cost	LTF Funds Utilized
Federal Projects & Streets Project	No	Yes	Yes	\$ 2,128,595	\$ 15,112
Street Maintenance & Contract Services	No	No	Yes	\$ 1,327,908	
Street utilities, Lighting, etc	No	No	Yes	\$ 350,000	
Traffic Signal Maintenance & Contract Services	No	No	Yes	\$ 300,000	\$ 240,401
Slurry Seal & Local Street Rehab	No	No	Yes	\$ 988,695	
LED Light Replacement annual loan payment	No	No	Yes	\$ 33,779	
TOTAL				5,128,977.00	255,513.00

- | | |
|---|---|
| 1. LTF carryover applied towards FY 2011/12 Other Purposes | <input type="text"/> |
| 2. Interest earned on LTF carryover (required by State law) | <input type="text"/> |
| 3. FY 2011/12 apportionment applied towards FY 2011/12 Other Purposes | <input type="text" value="255,513.00"/> |
| 4. Total of Lines 1, 2 and 3 above | <input type="text" value="255,513.00"/> |

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

<p>IN THE MATTER OF APPROVING A TRANSPORTATION DEVELOPMENT ACT (TDA) CLAIM #2 FOR NON-TRANSIT EXPENSES FOR FISCAL YEAR 2011-12 IN THE AMOUNT OF \$255,513 AND ADJUSTING THE PROJECTED LOCAL TRANSPORTATION REVENUE IN FUND 216 TO CURRENT STANCOG ESTIMATES</p>	<p>} } } } } } } } }</p>	<p>RESOLUTION NO. 2012-</p>
--	--	------------------------------------

WHEREAS, each year the City submits an application to Stanislaus Council of Governments (StanCOG) for Transportation Development Act (TDA) funds; and

WHEREAS, the TDA Act is divided into two revenue sources, (1) Local Transportation Funds (LTF) and State Transit Assistance (STA) funds. These funds are a major source of revenue for transit operations and provide a portion of the funding for streets and roads; and

WHEREAS, this claim is for "Supplemental Funding For Non-Transit Expenses" for FY 2011-12; and

WHEREAS, the City of Turlock requests approval of the attached Supplemental Transportation Development Act (TDA) claim; and

WHEREAS, Staff also desires to adjust the 2011-12 LTF revenue estimated for non-transit purposes based on revised revenues estimates from StanCOG.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby authorize:

1. The City Manager to submit a supplemental claim for the 2011-12 fiscal year to the Stanislaus Council of Governments for Local Transportation Funds (LTF) in the amount of \$255,513 for Non-transit Expenses on behalf of the City of Turlock; and
2. Revise the projected LTF revenue in Fund 216 "Streets – Local Transportation Funds" as follows:

	<u>Account Number</u>	<u>Current Budget</u>	<u>Adjustment this Claim</u>	<u>Adjusted Budget</u>
LTF Streets	216-40-421.34105	\$ 605,251	\$ 9,861	* \$615,112
Non-Motorized	216-40-421.34106	\$ 44,193	\$ 0	**\$44,193
Totals		<u>\$ 649,444</u>	<u>\$ 614,444</u>	<u>\$ 659,305</u>

* Claim #1 (\$359,599) + Claim #2 (255,513) = \$615,112

** Claim #1 (\$44,193) + Claim #2 (\$0) = \$44,193

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June 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

5D

June 12, 2012

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

Prepared by: Michael G. Pitcock, P.E.
Director of Development Services

Agenized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the Transportation Development Act (TDA) Claim for funding of transit activities for Fiscal Year 2012-13

2. DISCUSSION OF ISSUE:

Each year the City submits an application to Stanislaus Council of Governments (StanCOG) for Transportation Development Act (TDA) funds. The Act is basically divided into two sources: 1) Local Transportation funds (LTF) and 2) State Transit Assistance (STA) funds. This is the major source of revenue for transit operations and provides a small portion of streets and roads funding. This claim is for transit operations and capital expenses for FY 12-13. Then, after Stanislaus Council of Governments (StanCOG) has approved all claims within Stanislaus County, they will request claims for street and non-motorized purposes. This claim divides the funds into the following categories:

LTF

Transit Claim	<u>\$ 41,500.00</u>
---------------	---------------------

STA

State Transit Assistance Claim	<u>\$ 9,694.00</u>
--------------------------------	--------------------

The StanCOG Cost Sharing Committee has approved all TDA transit claims within the Stanislaus County for FY 12-13. The next step in the process is for each jurisdiction to formally submit a claim for StanCOG Management and Finance Committee and Policy Board approval.

3. BASIS FOR RECOMMENDATION:

- A) The TDA Act and StanCOG transit cost sharing procedures require that each jurisdiction within Stanislaus County submit a resolution approving each individual TDA Claim.
- B) The adoption of the resolution and the approval of the TDA Claim by StanCOG will provide funding for transit operations for fiscal year 2011-12.

Strategic Plan Initiative: H. Community Programs, Facilities and Infrastructure
Goal(s): 1(A) Community Infrastructure

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact \$51,194.00 revenue into Transit Funds 425 and 426

Budget Amendment Funding will be shown as revenue in funds 425 and 426 in FY 12-13 budget

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

- A. An alternative to submitting a TDA Claim for transit would be to not provide transit service, or fund the transit service with another funding source. Neither of these proposals are a practical means of meeting transit needs of the Turlock community. By not applying for these funds City transit operations would no longer exist, nor would we be eligible to apply for Local Transportation Funds for streets and non-motorized purposes.

**TRANSPORTATION DEVELOPMENT ACT
TRANSIT CLAIM FOR
FISCAL YEAR 2012/13**

TO: Stanislaus Council of Governments
1111 I St., Ste.308
Modesto, CA 95354

FROM: Applicant: City of Turlock
Address: 156 S. Broadway
City Turlock Zip: 95380
Contact Person: Mike Pitcock Phone: 668-5520 ext. 4430
E-mail Address: mpitcock@turlock.ca.us Fax: 668-5563

The City of Turlock hereby requests, in accordance with the Transportation Development Act and applicable rules and regulations, that its annual transit claim be approved in the amount of \$51,194 for fiscal year 2012-13, to be drawn from the Transportation Development Act Fund as follows:

Local Transportation Fund	<u>\$41,500</u>
State Transit Assistance Fund	<u>\$9,694</u>
Total	<u>\$51,194</u>

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms contained in the approving resolution to the Stanislaus Council of Governments.

The claimant certifies that this Transportation Development Act Fund claim and the financial information contained herein is reasonable and accurate to the best of my knowledge and conforms with the requirements of the Transportation Development Act and applicable rules and regulations.

Submitted by: _____
Title: City Manager
Date: _____

StanCOG Board of Directors:

Date of approval: _____

Resolution #: _____

StanCOG Approving Authority

**TRANSPORTATION DEVELOPMENT ACT
FOR FISCAL YEAR 2012/13
SUMMARY OF TRANSIT CLAIM BY ARTICLE**

Claimant: City of Turlock

<u>Claim Purpose</u>	I. LTF	II. STA
I. PUBLIC TRANSPORTATION		
Article 4 (99262) - Operator	0	9,694
Article 8 (99400.5) Transportation Terminals	35,500	
Article 8 (99400(e)) Contractor Capital		
II. OTHER		
Article 8 (99400(b,c,d,e)) (AMTRAK)	6,000	
TOTAL THIS CLAIM	\$41,500	\$9,694

PLEASE NOTE: Under the approved Transit Cost Sharing Procedures, no jurisdiction shall receive more total TDA funding than its population proportionate share. Exceptions are allowed if residents of other jurisdictions are being served. Please contact StanCOG staff for further information, if required.

**TRANSIT CLAIM
FISCAL YEAR 2012/13
FINANCIAL PLAN - DART**

Dial-A-Ride

	2012/13	2013/14	2014/15	2015/16	2016/17
I. REVENUE FOR OPERATIONS					
A. Farebox	52,100	80,127	88,139	96,953	106,648
B. FTA Formula (Sec. 5307, 5309, 5311)	205,000	215,540	318,000	285,000	252,325
C. STA - Carryover from last completed fiscal year					
D. STA - New Claim	9,694				
E. LTF - Carryover from the last completed fiscal year	253,843	258,280			
F. LTF - New Claim	0	247,319	475,253	525,452	610,558
G. Other Claimant (Prop 1B)					
H. Other local					
I. TOTAL OPERATIONS	520,637	801,265	881,392	907,405	969,531
II. CONTRIBUTED CAPITAL					
J. FTA (Section 5307, 5309, 5311)		512,000	512,000		
K. CMAQ					376,000
L. Proposition 1B - Regional share & Carryover					
M. Proposition - Direct apportionment					
N. STA - Carryover from last completed fiscal year					
O. STA - New claim					
P. LTF - Carryover from the last completed fiscal year	369,416				
Q. LTF - Carryover from fiscal year 2010/11					
R. LTF - New claim	0	150,000	183,000	22,000	34,000
S. Other claimant					
T. Other local					
U. TOTAL CAPITAL	369,416	662,000	695,000	22,000	410,000
V. TOTAL (I+U)	890,053	1,463,265	1,576,392	929,405	1,379,531

Operator: City of Turlock

**TRANSIT CLAIM
FISCAL YEAR 2012/13
DART - ITEMIZED PROJECTED CAPITAL COSTS**

Dial-A-Ride

Describe Items	FY 2012/13		FY 2013/14		FY 2014/15		FY 2015/16		FY 2016/17	
	QTY	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST
1 Telephone/Fiber System	1	2,000								
2 Furniture, Computer and files	1	2,000			1	3,000			1	3,000
3 Park & Ride Lot	1	6,000	1	6,000	1	6,000	1	6,000	1	6,000
4 CNG Fast Fill Fueling Compressor	1	229,416								
5 CNG Slow Fill Upgrade	1	125,000								
6 Dial-a-ride buses			4	640,000	4	670,000			2	385,000
7 Contingencies	1	5,000	1	16,000	1	16,000	1	16,000	1	16,000
TOTAL COST		369,416		662,000		695,000		22,000		410,000

Operator: City of Turlock

**TRANSIT CLAIM
FISCAL YEAR 2011/12
OPERATIONS**

Dial-A-Ride

	2010/11 Actual	2011/12 Estimate	2012/13 Proposed Budget
A. OPERATING REVENUE			
401 Passenger Fares	31,272	41,600	52,100
402 Special Transit Fares			
403 School Bus Service			
404 Freight Tariffs			
405 Charter Service			
406 Auxiliary (inc. Advertising)			
Sale of Property	2,325		
407 Nontransportation (inc. Interest)	2,092		
408 Local taxes			
409 Local Transportation Fund (LTF) -Current Claim	233,044	217,008	
Local Transportation Fund (LTF) - Carryover			
LTF - Carryover 2009-10 to 2010-11	332,385		
LTF - Carryover 2010-11 to 2011-12	(430,850)	430,850	
LTF - Carryover 2011-12 to 2012-13		(512,123)	512,123
LTF - Carryover 2012-13 to 2013-14			(258,280)
410 Local Special Fare Assistance			
411 State Transit Assistance (STA) Current Claim	13,989	11,518	9,694
State Transit Assistance (STA) Carryover			
412 State Special Fare Assistance			
413 Federal Operating Grants	150,309	205,652	205,000
TOTAL REVENUES	334,566	394,505	520,637
B. OPERATING EXPENSE			
501 Labor	85,982	97,193	146,628
502 Fringe Benefits	58,032	34,897	84,294
503 Services	7,262	5,300	7,400
504 Materials & Supplies	36,280	91,300	116,500
505 Utilities	0	0	0
506 Casuality & Liability	1,115	1,115	1,115
507 Taxes			
508 Purchase Transportation Services	138,383	150,000	150,000
509 Misc Expenses	7,368	9,700	9,700
510 Expense Transfers			
511 Interest Expense			
512 Leases & Rentals			
Contingencies	144	5,000	5,000
TOTAL EXPENDITURES	334,566	394,505	520,637

Account numbers above refer to account numbers in the State Controller's Uniform System of Accounts for Public Transit Operators

Approved by Operator's
Chief Financial Officer
or CPA 

Note: Any operating cost item for 2012/13 which exceeds 2011/12 by more than 15% must be justified in a statement attached to this claim.

DAR increases

- (501) Labor: Cost of refilling the Transit Manager position vacated by retirement.
- (502) Fringe Benefits: Cost of refilling the Transit Manager position vacated by retirement.
- (503) Services: Projected increases in the cost of audit – new contract and expanded service – and radio maintenance.
- (504) Materials and Supplies: Increased cost of fuel – both gas and CNG.
- (508) Purchase Transportation Services: Cost of new contract and expanded service.

Operator: City of Turlock, DART

**TRANSIT CLAIM
FISCAL YEAR 2012/13
PERFORMANCE MEASURES**

Dial-A-Ride

MODE: EH GP
 established extended

PERFORMANCE MEASURES

	2010/11 Actual	2011/12 Estimate	2012/13 Proposed Budget
1. Operating Cost	334,566	394,505	520,637
2. Passengers	9,949	12,000	13,500
3. Vehicle Service Hours	2,483	2,500	3,000
4. Vehicle Service Miles	31,559	32,000	35,000
5. Employees	6	6	6
6. Fares	31,272	41,600	52,100

PERFORMANCE INDICATORS

7. Operating Cost Per Passenger	33.63	32.88	38.57
8. Operating Cost Per Vehicle Service Hour	134.74	157.80	173.55
9. Passengers per Vehicle Service Hour	4.01	4.80	4.50
10. Passengers Per Vehicle Service Mile	0.32	0.38	0.39
11. Vehicle Service Hours Per Employee	413.83	416.67	500.00
12. Fares as a Percent of Operating Cost	9%	11%	10%

All of the above terms are defined in PUC 99247

NOTE: Complete a Statement of Performance Measures and Indicators for each mode (i.e. elderly/handicapped and general public), and for each, complete a separate statement for established services and new, extended services

**TRANSIT CLAIM
FISCAL YEAR 2012/13
FINANCIAL PLAN - BLAST**

Fixed Route

	2012/13	2013/14	2014/15	2015/16	2016/17
I. REVENUE FOR OPERATIONS					
A. Farebox					
B. FTA Formula (Sec. 5307, 5311)	144,000	177,314	140,250	154,275	171,245
C. STA - Carryover from last completed fiscal year	395,000	400,000	400,000	335,000	565,675
D. STA - New Claim					
E. LTF - Carryover from the last completed fiscal year		17,600	17,600	17,600	17,600
F. LTF - New Claim	448,150	332,090			
G. Other Claimant (Prop 1B)	0	255,087	377,150	521,625	376,830
H. Other (Identify if more than 15%)					
I. TOTAL OPERATIONS	987,150	1,182,090	935,000	1,028,500	1,131,350
II. CONTRIBUTED CAPITAL					
J. FTA Formula (Sec. 5307, 5340)	1,509,574		0	280,000	
K. STA - Carryover from last completed fiscal year					
L. STA - New Claim					
M. LTF - Carryover from the last completed fiscal year	863,755				
N. LTF - New Claim	0	44,000	444,000	564,400	444,400
O. Other Claimant					
P. Other (Prop. 1B) includes carryover	899,975				
Q. TOTAL CAPITAL	3,273,304	44,000	444,000	844,400	444,400
R. TOTAL (I+Q)	4,260,454	1,226,090	1,379,000	1,872,900	1,575,750

Operator: City of Turlock

**TRANSIT CLAIM
FISCAL YEAR 2012/13
BLAST - ITEMIZED PROJECTED CAPITAL COSTS**

Fixed Route

	Describe Items	FY 2012/13		FY 2013/14		FY 2014/15		FY 2015/16		FY 2016/17	
		QTY	COST	QTY	COST	QTY	COST	QTY	COST	QTY	COST
1	Bus Benches & Signs	1	5,000	1	15,000	1	15,000	1	15,000	1	15,000
2	Post Mounted Schedule Holders	1	4,000	1	4,000	1	4,000	1	4,400	1	4,400
3	Transit Transfer Center Phase II (LTF)	1	450,000								
4	Transit Transfer Center Phase II (FTA)	1	1,509,574								
5	Transit Transfer Center Phase II (Prop 1B)	1	899,975					1	450,000		
6	Bus Video Replacement	1	25,000								
7	CNG Fast Fill Fueling Compressor	1	229,755					1	350,000		
8	CNG Slow Fill Upgrade	1	125,000								
9	Bus Replacement									1	400,000
10	Contingencies	1	25,000	1	25,000	1	25,000	1	25,000	1	25,000
	TOTAL COST		3,273,304		44,000		444,000		844,400		444,400

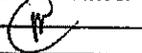
Operator: City of Turlock

**TRANSIT CLAIM
FISCAL YEAR 2012/13
OPERATIONS**

Fixed Route

	2010/11 Actual	2011/12 Estimate	2012/13 Proposed Budget
A. OPERATING REVENUE			
401 Passenger Fares	103,806	125,500	144,000
402 Special Transit Fares			
403 School Bus Service			
404 Freight Tariffs			
405 Charter Service			
406 Auxiliary (inc. Advertising)			
Sale of Property	6,700		
407 Nontransportation (inc. Interest)	5,093		
408 Local taxes			
409 Local Transportation Fund (LTF) - Current Claim	608,041	332,757	
Local Transportation Fund (LTF) - Carryover			
LTF - Carryover 2009-10 to 2010-11	469,847		
LTF - Carryover 2010-11 to 2011-12	(787,953)	787,953	
LTF - Carryover 2011-12 to 2012-13		(780,240)	780,240
LTF - Carryover 2012-13 to 2013-14			(332,090)
410 Local Special Fare Assistance			
411 State Transit Assistance (STA) Current Claim			
State Transit Assistance (STA) Carryover			
412 State Special Fare Assistance			
413 Federal Operating Grants	310,408	370,970	395,000
TOTAL REVENUES	715,942	836,940	987,150
B. OPERATING EXPENSE			
501 Labor	81,063	103,277	145,000
502 Fringe Benefits	3,397	1,645	800
503 Services	60,788	61,700	88,700
504 Materials & Supplies	82,385	141,500	179,000
505 Utilities	7,162	2,600	15,400
506 Casualty & Liability	2,653	3,018	3,050
507 Taxes			
508 Purchase Transportation Services	436,451	480,000	500,000
509 Misc Expenses *	31,557	33,200	35,200
510 Expense Transfers			
511 Interest Expense			
512 Leases & Rentals			
Contingencias	10,486	10,000	20,000
TOTAL EXPENDITURES	715,942	836,940	987,150

Account numbers above refer to account numbers in the State Controller's Uniform System of Accounts for Public Transit Operators

Approved by Operator's
Chief Financial Officer
or CPA 

Note: Any operating cost item for 2012/13 which exceeds 2011/12 by more than 15% must be justified in a statement attached to this claim.

BLST increases

- (501) Labor: Cost of refilling the Transit Manager position vacated by retirement.
- (502) Fringe Benefits: Cost of refilling the Transit Manager position vacated by retirement.
- (503) Services: increased in contract for consultant who assists with FTA grant as well as projected maintenance on new CNG repair facility.
- (504) Materials and Supplies: Increased cost of fuel – both gas and CNG.
- (505) Utilities: increases to due charges for items that were previously absorbed in the City's Fleet Maintenance budget and should have appropriately been allocated to Transit.

**TRANSIT CLAIM
FISCAL YEAR 2012/13
CAPITAL**

Fixed Route

	2010/11 Actual	2011/12 Estimate	2012/13 Proposed Budget
C. CAPITAL REVENUES			
FTA (Section 5307, 5340)	1,877,937	1,754,117	1,509,574
CMAQ			
Other Federal			
Proposition 1B - Regional share			
Proposition 1B - Direct share			
State Transit Assistance (STA) - Current Claim			
State Transit Assistance (STA) - Carry Over			
TP&D Guideway			
Other State (Proposition 1B - New)	356,038	845,082	
Prop 1B carryover to 2010-11	1,043,177		
Prop 1B carryover to 2011-12	(402,894)	402,894	
Prop 1B carryover to 2012-13		(899,975)	899,975
Local Transportation Fund (LTF) - Current Claim	(5,218)	329,699	0
LTF - Carryover 2009-10 to 2010-11	630,888		
LTF - Carryover 2010-11 to 2011-12	(536,055)	536,055	
LTF - Carryover 2011-12 to 2012-13		(863,755)	863,755
Nontransportation (inc. Interest)	2,399	2,000	
Other Local			
TOTAL REVENUES	2,966,272	2,106,117	3,273,304
D. CAPITAL EXPENDITURES			
Itemize:			
Bus Benches & Signs			5,000
Repair Facility Modification 5307 Y325			
Post Mounted Schedule Holders	1,850	2,000	4,000
CNG Slow Fill (Prop. 1B)	84,743		
(1) Large 35ft Transit Bus 5307 B35 FTA	429,975		
(1) Large 35ft Transit Bus B36 (Prop. 1B)	472,798		
Short Range Transit Plan (will need in 2013-14)	90		
Transfer Hub Purchase. 5307 (Y786)	1,975,834		
Transit Transfer Hub Const. (5340 FTA ARRA)		1,754,117	
Transit Transfer Hub Const (Prop 1B)		350,000	
Transit Transfer Center Phase II (LTF)			450,000
Transit Transfer Center Phase II (FTA)			1,509,574
Transit Transfer Center Phase II (Prop 1B)			899,975
Bus Video Replacement			25,000
CNG Fast Fill Fueling Compressor			229,755
CNG Slow Fill Upgrade			125,000
Contingencies	1,182		25,000
TOTAL EXPENDITURES	2,966,272	2,106,117	3,273,304

(#) Refers to account numbers in the State Controller's Uniform System of Accounts for Public Transit Operators.

Approved by Operator's
Chief Financial Officer
or CPA _____

Operator: City of Turlock BLST

**TRANSIT CLAIM
FISCAL YEAR 2012/13
PERFORMANCE MEASURES**

MODE: EH X GP
 X established extended

Fixed Route

PERFORMANCE MEASURES

	2010/11 Actual	2011/12 Estimate	2012/13 Proposed Budget
--	---------------------------	-----------------------------	--

1. Operating Cost	715,942	836,940	987,150
2. Passengers	104,332	110,000	114,000
3. Vehicle Service Hours	11,873	12,500	14,000
4. Vehicle Service Miles	163,818	165,000	175,000
5. Employees	8	8	8
6. Fares	103,806	125,500	144,000

PERFORMANCE INDICATORS

7. Operating Cost Per Passenger	6.86	7.61	8.66
8. Operating Cost Per Vehicle Service Hour	60.30	66.96	70.51
9. Passengers per Vehicle Service Hour	8.79	8.80	8.14
10. Passengers Per Vehicle Service Mile	0.64	0.67	0.65
11. Vehicle Service Hours Per Employee	1,484.13	1,562.50	1,750.00
12. Fares as a Percent of Operating Cost	14%	15%	15%

All of the above terms are defined in PUC 99247

NOTE: Complete a Statement of Performance Measures and Indicators for each mode (i.e. elderly/handicapped and general public), and for each, complete a separate statement for established services and new, extended services

**TRANSIT CLAIM
FISCAL YEAR 2012/13
OPERATIONS**

AMTRAK - Station Denair

	2010/11 Actual	2011/12 Estimate	2012/13 Proposed Budget
A. OPERATING REVENUE			
401 Passenger Fares			
402 Special Transit Fares			
403 School Bus Service			
404 Freight Tariffs			
405 Charter Service			
406 Auxiliary (inc. Advertising)			
407 Nontransportation (inc. Interest)			
408 Local taxes			
409 Local Transportation Fund (LTF) -Current Claim (*)		6,000	6,000
Local Transportation Fund (LTF) - Carryover			
LTF - Carryover 2009-10 to 2010-11			
LTF - Carryover 2010-11 to 2011-12			
LTF - Carryover 2011-12 to 2012-13			
410 Local Special Fare Assistance			
411 State Transit Assistance (STA) Current Claim			
State Transit Assistance (STA) Carryover			
412 State Special Fare Assistance			
413 Federal Operating Grants			
TOTAL REVENUES	0	6,000	6,000
B. OPERATING EXPENSE			
501 Labor			
502 Fringe Benefits			
503 Services			
504 Materials & Supplies		5,000	5,000
505 Utilities			
506 Casualty & Liability		1,000	1,000
507 Taxes			
508 Purchase Transportation Services			
509 Misc Expenses			
510 Expense Transfers			
511 Interest Expense			
512 Leases & Rentals			
Contingencies			
TOTAL EXPENDITURES	0	0	0
	0	6,000	6,000

Account numbers above refer to account numbers in the State Controller's Uniform System of Accounts for Public Transit Operators

Approved by Operator's
Chief Financial Officer
CPA 

Note: Any operating cost item for 2012/13 which exceeds 2011/12 by more than 15% must be justified in a statement attached to this claim.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
TRANSPORTATION DEVELOPMENT ACT }
(TDA) CLAIM FOR FUNDING OF TRANSIT }
ACTIVITIES FOR FISCAL YEAR 2012-13 }
_____ }

RESOLUTION NO. 2012-

WHEREAS, each year the City submits a claim to Stanislaus Council of Governments (StanCOG) for Transportation Development Act (TDA) funds; and

WHEREAS, the TDA Act is basically divided into two sources, (1) Local Transportation funds (LTF) and State Transit Assistance (STA) funds. These funds are the major source of revenue for transit operations and usually provides a portions for streets and roads funding; and

WHEREAS, the claim is for the City of Turlock transit expenses for FY 2012-13.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Transportation Development Act (TDA) claim for funding of transit activities for Fiscal Year 2012-13 and authorizes the City Manager of the City of Turlock to submit a claim to the Stanislaus Council of Governments for \$41,500 for Local Transportation Funds (LTF) and \$9,694 for State Transit Assistance Funds (STA) on behalf of the City of Turlock for FY 2012-13.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June 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

5E

June 12, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an exchange agreement between the City of Turlock and Genesis Family Enterprises, Inc., for property located on the corner of North Tegner Road and Taylor Road, as required to complete City Project No. 11-43, "The North Tegner Road Cul-de-sac"

2. DISCUSSION OF ISSUE:

On February 22, 2000 the City Council approved closure of the Tegner Road, Crowell Road and Colorado Avenue to vehicle traffic at the Turlock Irrigation District Lateral No. 3 crossing and connection to Taylor Road. To date, the closures at Crowell Road and Colorado Avenue have been completed while Tegner Road continues to maintain access through a one lane bridge. The one lane bridge is problematic as traffic is delayed as vehicles wait their turn to turn onto and off of Tegner Road. On Taylor Road this is significant as the approach speeds can be very fast and can lead to traffic accidents should the driver not notice the vehicle stopped waiting to use the bridge.

The North Turlock Traffic Circulation Study was performed by ONMI-MEANS in 2000 and studied 6 different alternatives to achieve the optimum traffic circulation. Alternative 5, which proposed the closure of Tegner Road, Colorado Avenue, and Crowell Road at the TID Lateral No. 3 was selected as the best alternative to improve traffic circulation. Alternative 5 produces a traffic circulation that operates at "optimum" peak-hour conditions. An Initial study was performed for the North Turlock Master Plan which included the closure of N Tegner Road and Taylor Road. This initial study resulted in a mitigated negative declaration declared for the project.

On September 13, 2011, City Council reaffirmed the closure of the Tegner Rd at the Turlock Irrigation District Lateral No. 3 crossing and connection to Taylor Road. Staff has since begun design and determined that additional right of way is necessary for the construction of a cul-de-sac. Staff has approached the adjacent property owner and has come to agreement for an exchange of right of way for improvements. Staff is recommending that City Council approve an exchange agreement as outline in Exhibits "1" and "A" in the attached exchange agreement.

3. BASIS FOR RECOMMENDATION:

- a) City Policy states that all agreements which legally encumber the City are to be brought before the City Council for consideration.
- b) The exchange agreement will ensure that the necessary Right-of-way and Easement can be secured to construct the street improvement project to the City's specifications and safety standards.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment district) in:

- iv) Streets/Roadways

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Sufficient funds are available in the current budget at line item 306-40.455.51270 "Tegner at Taylor Intersection Improvements".

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. Not approve exchange agreement. This is not recommended by City Staff as the exchange agreement allows for the completion of this project, thus improving the traffic safety concerns in this area.



EXCHANGE AGREEMENT

THIS AGREEMENT is entered into this 12th day of June, 2012 by and between the **CITY OF TURLOCK** (hereinafter "City") and Genesis Family Enterprises Inc. (hereinafter "Genesis").

WHEREAS, City desires to acquire Right-of-way and a Public Utility Easement for the real property located on North Tegner Road (APN 087-001-069), owned by Genesis more particularly described on Exhibit 1 and Exhibit A attached hereto (hereinafter the "Right-of-way and Public Utility Easement") in association with City Project No. 11-43 "North Tegner Road Cul-de-sac" ; and

WHEREAS, Genesis is willing to convey the Right-of-way and Easement to City in exchange for street improvements as described in Exhibit 1 and Exhibit A attached hereto.

NOW, THEREFORE, the parties agree to the following exchange as described in Exhibit 1 and Exhibit A attached hereto.

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

CITY OF TURLOCK, a municipal corporation

Genesis Family Enterprises Inc.

By: _____
Roy Wasden, City Manager

By: _____
Ralph Ogden

Date: _____

APPROVED AS TO SUFFICIENCY:

Date: _____

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT 1



RICH FULTZ
DEVELOPMENT SERVICES SUPERVISOR/
CITY LAND SURVEYOR
rfultz@turlock.ca.us

DEVELOPMENT SERVICES
ENGINEERING DIVISION
209-668-5520

156 S. BROADWAY, SUITE 150 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5599, Ext. 4437 | FAX 209-668-5563 | TDD 1-800-735-2929

April 24, 2012

Genesis Family Enterprises Inc.

Re: Tegner Road Dedication

Attn: Ralph Ogden

This letter is intended to follow up our conversation regarding the right-of-way and public utility easement dedication in exchange for the frontage improvements. Please see attached Exhibit A.

The specific details of our offer are as follows:

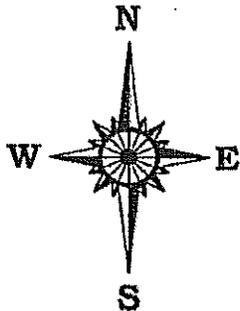
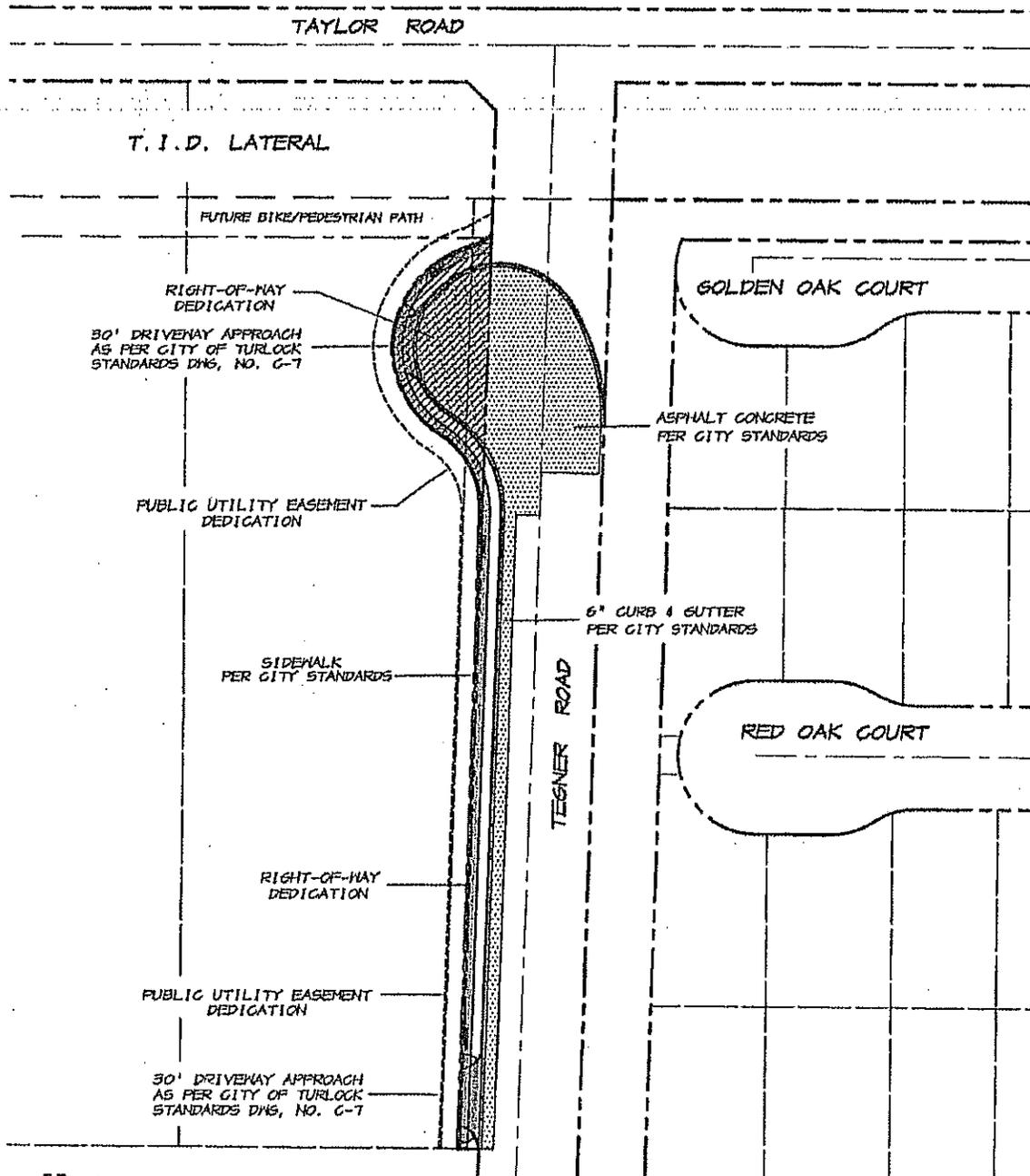
1. Owner will dedicate the right-of-way as shown on Exhibit A.
 - 4,784 square feet
2. Owner will dedicate the public utility easement as shown on Exhibit A.
 - 2,008 square feet
3. The City of Turlock will incur all costs associated with the frontage improvements as shown on Exhibit A.
 - 621 linear feet of 6" vertical curb & gutter.
 - 2,172 square feet of sidewalk.
 - Two 30' wide commercial driveway (City Std. C-7).
 - 10,577 square of asphalt concrete (City Std. 4" AC/6" AB).
4. The City of Turlock will prepare and record all the necessary documents.
 - Right-of-way and public utility easement deeds, legal descriptions & exhibits.
5. All these terms are null and void if City staff can not obtain approval from the City Council.

If the above mentioned terms are acceptable, please sign below and return to our office. I will then prepare a final agreement for City Council approval

Rich Fultz PLS
City Land Surveyor

Ralph Ogden
Property Owner

EXHIBIT A





Council Synopsis

5F

June 12, 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 to the formal competitive bid process

2. DISCUSSION OF ISSUE:

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.

Council has reaffirmed the emergency declaration for this project in every regular meeting held beginning February 28, 2012. Staff brings forth another motion to continue with the emergency declaration.

Design sketches and specifications have been completed for City Project No. 12-24, "TRWQCF Emergency Hot Water Circulation Piping". A selected contractor is reviewing the design documents and will provide a proposed contract price for the work in the near future.

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:

A. 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





54

Council Synopsis

June 12, 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: Accepting notification of Contract Change Order No. 1 (Final) for a credit of \$2,437.50 (Fund 301) for City Project No. 12-27, "ADA Improvements at the Southwest Corner of Monte Vista Avenue and Geer Road," bringing the contract total to \$20,326.50

Motion: Accepting improvements for City Project No. 12-27, "ADA Improvements at the Southwest Corner of Monte Vista Avenue and Geer Road," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On April 10, 2012, staff awarded a contract in the amount of \$22,764.00 to G. Ramirez Concrete, Inc. of Merced, California for "ADA Improvements at the Southwest Corner of Monte Vista Avenue and Geer Road".

Change Order History	Amount	City Council Meeting
Original Contract	\$22,764.00	April 10, 2012
Change Order No. 1 (Final)	(\$2,437.50)	June 12, 2012

Change order No. 1 (Final) includes:

During construction of the project, traffic signal detection loops were damaged by the Contractor, this change order includes a credit to the City for the agreed upon expense to have new detection loops installed.

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

**H. COMMUNITY PROGRAMS, FACILITIES
AND INFRASTRUCTURE**

Goal(s): a Community Infrastructure

- V. Strive to provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 301-50-520.51300 and are available for contingencies such as this Contract Change Order No. 1 (Final). The original contract amount of \$22,764.00 will be decreased in the amount of \$2,437.50, bringing the total contract to \$20,326.50.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

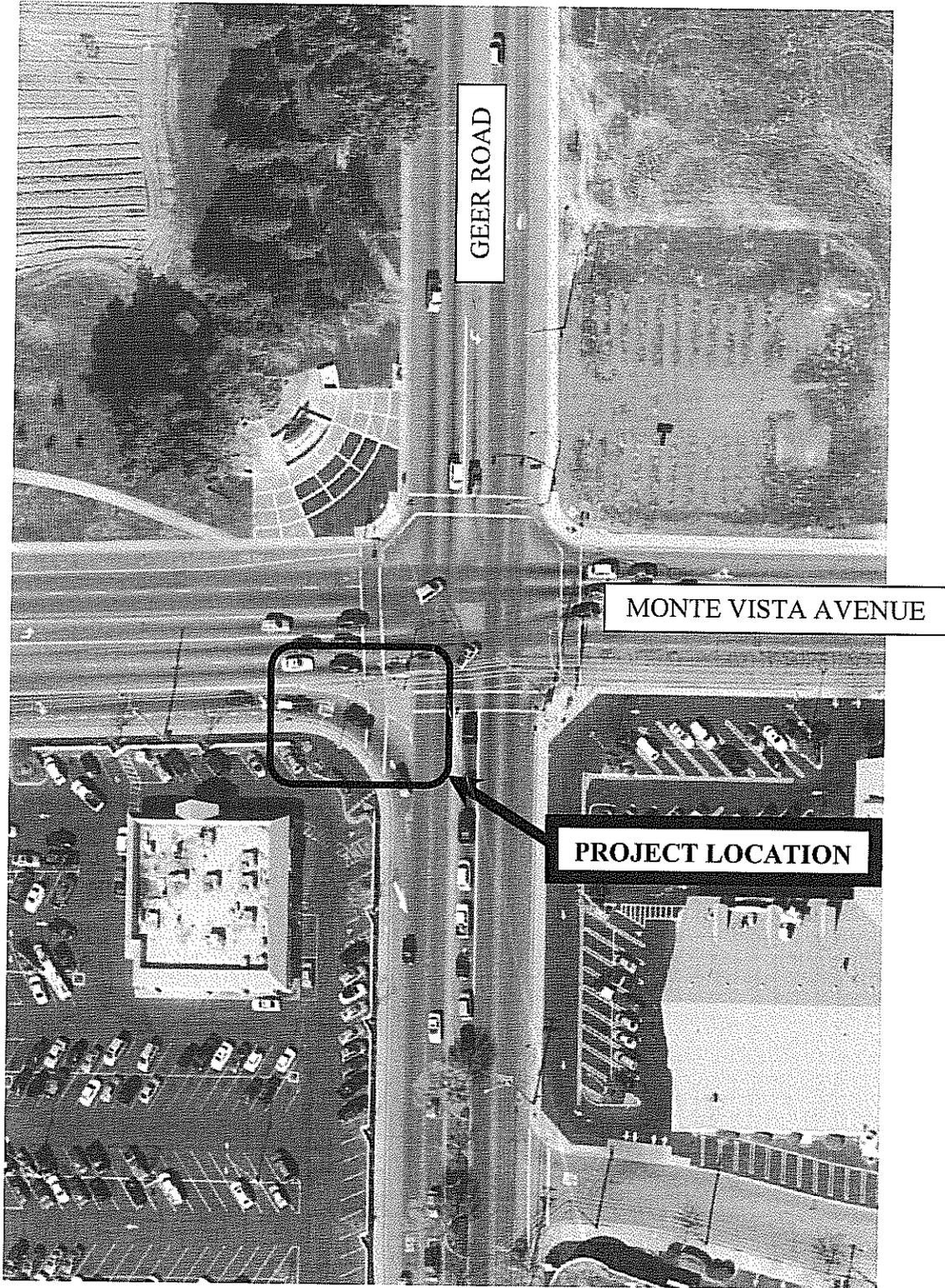
6. ENVIRONMENTAL DETERMINATION:

15301(c) Existing Facilities

7. ALTERNATIVES:

Not authorize the City Engineer to file a Notice of Completion. This option is not recommended by City Staff because California law requires that a Notice of Completion be filed for all public projects.

City Project No. 12-27
ADA Improvements at the Southwest Corner of Monte Vista Avenue and Geer Road



CITY OF TURLOCK

FINAL QUANTITIES

ADA Improvements at Southwest Corner of Monte Vis Project No. 12-27

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization	LS	\$500.00	1.00	\$500.00	1	\$500.00	\$0.00
2	Remove Existing Facilities	LS	\$3,000.00	1.00	\$3,000.00	1	\$3,000.00	\$0.00
3	Relocate signs and sign post	LS	\$180.00	1.00	\$180.00	1	\$180.00	\$0.00
4	Earthwork	LS	\$1,300.00	1.00	\$1,300.00	1	\$1,300.00	\$0.00
5	6" Vertical Curb	LF	\$43.00	31.00	\$1,333.00	31	\$1,333.00	\$0.00
6	6" Vertical Curb and Gutter	LF	\$43.00	20.00	\$860.00	20	\$860.00	\$0.00
7	Concrete Flat Work	SF	\$7.00	225.00	\$1,575.00	225	\$1,575.00	\$0.00
8	Aggregate Base	CY	\$480.00	3.00	\$1,440.00	3	\$1,440.00	\$0.00
9	Hot Mix Asphalt	TON	\$860.00	2.00	\$1,720.00	2	\$1,720.00	\$0.00
10	Install R1-2 Sign	EA	\$270.00	1.00	\$270.00	1	\$270.00	\$0.00
11	Install Monument Well	EA	\$300.00	1.00	\$300.00	1	\$300.00	\$0.00
12	Detectable Warning Surface	SF	\$34.00	79.00	\$2,686.00	79	\$2,686.00	\$0.00
13	Pedestrian Ramp (Complete)	LS	\$4,400.00	1.00	\$4,400.00	1	\$4,400.00	\$0.00
14	Traffic Control	LS	\$3,200.00	1.00	\$3,200.00	1	\$3,200.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$22,764.00		\$22,764.00	\$0.00
	CHANGE ORDERS							
C.O.#								
1	Credit for damaged traffic signal detector loops	LS	(\$2,437.50)	1	(\$2,437.50)	0	\$0.00	(\$2,437.50)
	SUB-TOTAL CHANGE ORDER ITEMS =				(\$2,437.50)		\$0.00	(\$2,437.50)
	TOTAL PROJECT =				\$20,326.50		\$22,764.00	(\$2,437.50)



CONTRACT CHANGE ORDER

Date issued: 12-Jun-12 Change Order No.: 1 (FINAL)
 Project Name: ADA Improvements at Southwest Corner of Monte Vista Avenue and Geer Road

G. Ramirez Concrete, Inc. Project No.: 12-27
 Street Address Contract For: \$22,764.00
 City, CA Zip Code Contract Award Date: April 10, 2012

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)	---	---	---	\$22,764.00
Contractor's Bid Amount for Bid Items	---	---	---	\$22,764.00
Subtotal of Difference				\$0.00
2. Credit for damaged traffic signal detector loops	LS	1	(\$2,437.50)	(\$2,437.50)
Total this CCO=				(\$2,437.50)

The original contract sum =	\$22,764.00
Net change by previous change orders =	\$0.00
<i>(decreased)</i>	<i>(\$2,437.50)</i>
The new contract sum including this change order will be =	\$20,326.50
The contract time will be changed by (0) working days. The scheduled completion date is unchanged.	

Accepted: _____ Date: _____
Contractor

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

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

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. 12-27
ADA IMPROVEMENTS AT SOUTHWEST CORNER AT
MONTE VISTA AVENUE AND GEER ROAD**

Notice is hereby given that work on the above-referenced project, at the southwest corner of Monte Vista Avenue and Geer Road, located in the City of Turlock's right-of-way, was completed by the undersigned agency on June 12, 2012. The contractor of work was G. Ramirez Construction Inc., 1911 E. Gerard Avenue, Stockton, California 95210, 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 June 13, 2012 at Turlock, California, Stanislaus County



Council Synopsis

5H

June 12, 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: Reaffirming the emergency declaration of the City Manager that there is a need to maintain the transition of Monte Vista Avenue with the Union Pacific Railroad without compliance to the formal competitive bid process

Motion: Awarding bid and approving an agreement in the amount of \$60,500 (Fund 217) with George Reed Inc., of Modesto, California, for City Project No. 12-34 "MV and GSB RR Crossing"

2. DISCUSSION OF ISSUE:

All at-grade road crossings along Union Pacific Railroad (UPRR) throughout the City limits are owned by UPRR and the City has an easement through UPRR's right of way that allows the City to construct and maintain the crossings. GO 72-B issued by the California Public Utilities Commission requires the political body (City) to maintain the crossing outside of the rail-crossing panels.

UPRR will be performing track maintenance along the main line that runs through the City in the near future. Most of the crossings will not be significantly altered or raised and the City maintenance staff will perform the work of transitioning the new crossing to the streets in an acceptable standard. However, the Monte Vista Avenue crossing is expected to be altered significantly. UPRR is planning on raising the rail crossing approximately seven inches. A vertical adjustment of this magnitude creates situations in the transition that the other crossing locations did not. Staff is currently not capable of providing the services required to transition the new crossing to the roadway in an efficient and effective manner. UPRR is expected to start the crossing upgrades in the middle of June, 2012, and has agreed to hold off on the Monte Vista Avenue crossing for a short time so the City can schedule this work.

Staff requested that the City Manager declare the situation an emergency so that a construction contract may be awarded to a contractor to perform the work required without adhering to the formal bid procedure, due to the time restraint and the need to keep the closure on Monte Vista to an absolute minimum. On May 24, 2012, the

City Manager declared an emergency for the maintenance of the UPRR crossing at Monte Vista Avenue. 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.

The City has negotiated a contract in the amount of \$60,500.00 for all repairs and maintenance work required to transition the new rail crossing to the existing facilities. By performing this work, Monte Vista Avenue will be closed for the duration of the work activities. Detours will be placed that will direct traffic to the Tuolumne Road crossing by means of Golden State Boulevard and Countryside Drive.

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) Per GO 72-B, the City is required to maintain the rail crossing and the vertical adjustment that UPRR is performing necessitates the City make a smooth transition.

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

- Goal(s):** a. Community Infrastructure
 - v) Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection
\$72,600	\$60,500	\$6,050	\$6,050

Funds are available for this project in line item number 217-50-511.51270 "Local Street Rehabilitation Project". This account is funded by the Section 2103 Gas Tax Dollars.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

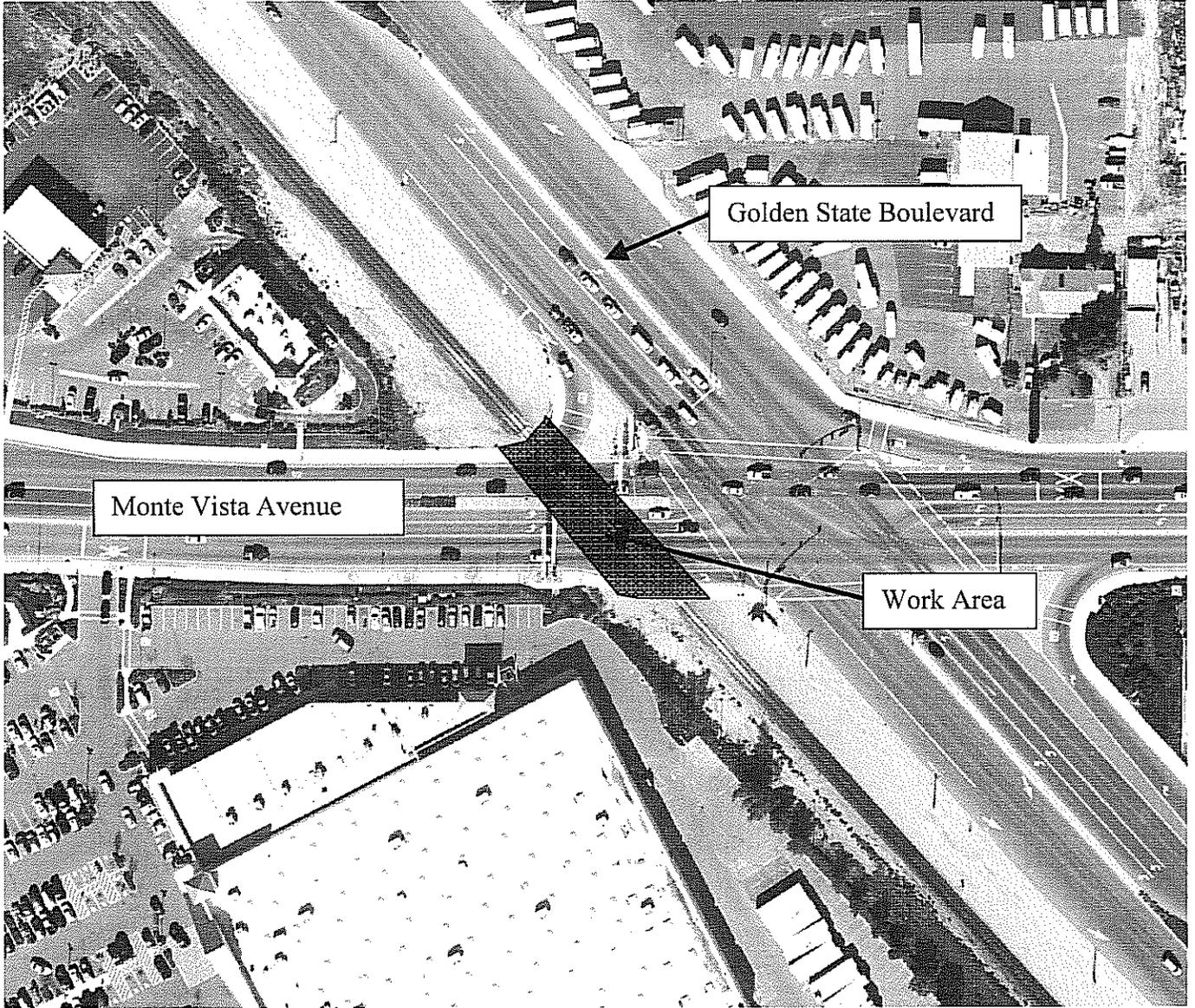
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. 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 perform the required maintenance of the Monte Vista Avenue and UPRR crossing.

CITY PROJECT NO. 12-34
MV AND GSB UPRR CROSSING MAINTAINANCE
SITE PLAN





Council Synopsis

51

June 12, 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: Accepting notification of Contract Change Order No. 1 in the amount of \$6,579.93 (Fund 306) for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," bringing the contract total to \$489,182.53

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.

Change Order History:

	Amount	City Council Meeting
Original Contract	\$ 482,602.60	2/28/2012
Change Order No. 1	\$ 6,579.93	6/12/2012
Adjusted Contract Total	\$ 489,182.53	

Change Order No. 1 Items:

1. **\$4,652.86.** Water stop gaskets for HDPE pipe penetrations to structures [nine (9) 18" dia. gaskets and seven (7) 30" dia. gaskets]. The project specifications did not include water stop gaskets in the original design. Municipal Services staff asked that these be added to the project scope to insure a water tight seal around all HDPE storm drain pipes at penetrations into structure walls such as manholes.
2. **\$1,927.07.** Relocate chain link fence. A buried AT&T facility was marked by the utility locator during construction near the intended trench location for the TID electrical service extension. The fence needed to be moved so the contractor could avoid a conflict with the AT&T utilities.

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 change order items are necessary for the completion of the underground electrical service extension and to create a water tight seal at penetrations of HDPE storm drain pipe into structure walls.

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:

Funds are encumbered and budgeted for construction contingencies such as this Contract Change Order No. 1.

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. Not approve Change Order No. 1. This option is not recommended by City Staff as the extra work items are necessary for the completion of the underground electrical service extension and to create a water tight seal at penetrations of HDPE storm drain pipe into structure walls.

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





**CONTRACT
CHANGE ORDER
AUTHORIZATION
FORM**

PROJECT INFORMATION

Floyd Johnston Construction Co.,
Inc.
2301 Herndon
Clovis, CA 93612
559-299-7373

Project Name: Storm Drain Pump Station at North Tegner
Road and Sandstone Street
Project No.: 0939
Awarded on: February 28, 2012
Original Contract Amount: \$482,602.60
Increase to contract: \$6,579.93
Increase percentage: 1.4%
New Contract Total: \$489,182.53

Change Order No. 1

Description of change order:

- A) Water stop gaskets for HDPE pipe penetrations to structures [nine (9) 18" dia. gaskets and seven (7) 30" dia. gaskets]. \$4,652.86
- B) Relocate chain link fence. \$1,927.07

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

Approved: _____
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: 12-Jun-12 Change Order No.: 1
 Project Name: Storm Drain Pump Station at North Tegner Road and Sandstone Street

Floyd Johnston Construction Co., Inc. Project No.: 0939
 2301 Herndon Original Contract \$482,602.60
 Clovis, CA 93612 Contract Award Date: February 28, 2012

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
A.	Water stop gaskets for HDPE pipe penetrations to structures [nine (9) 18" dia. gaskets and seven (7) 30" dia. gaskets]	LS	1	\$4,652.86
B.	Relocate chain link fence	LS	1	\$1,927.07
Total this CCO=				\$6,579.93
The original contract sum =				\$482,602.60
Net change by previous change orders =				\$0.00
The contract sum will be (increased) by this Change Order =				\$6,579.93
The new contract sum including this change order will be =				\$489,182.53
The contract time will be increased by (3) working days.				

Accepted: _____ Date: _____
Contractor

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

Approved: _____ Date: _____
City Manager



Council Synopsis

55

June 12, 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: Approving an agreement for materials testing and special inspection services in the amount of \$170,000 (Fund 415) with Kleinfelder West, Inc., of Merced, California, for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline"

2. DISCUSSION OF ISSUE:

The City of Turlock has a need for geotechnical consulting, construction materials testing, and special inspections services for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline." Due to necessary certifications, City staff is unable to ensure compliance with the project standards without this specialized inspection service.

Each year, City staff advertises a Request for Proposals (RFP) for interested firms to submit their qualifications for "on call" geotechnical and materials testing services for various construction projects during a given fiscal year. Kleinfelder West, Inc. has been selected by the City to provide these services on the City's capital improvement projects for over ten years. Kleinfelder West, Inc. has proven to be an extremely capable consultant based on City staff's experience with the level of quality and professionalism of their work.

The City Council approved an annual retainer agreement with Kleinfelder West, Inc. for Fiscal Year 2010-11 on July 13, 2010. The City Manager opted to extend the term of the agreement through Fiscal Year 2011-12 via written notification. The total compensation amount under the current retainer agreement is \$400,000. The total amount of Service Request obligations to date is \$287,394.

City staff requested that Kleinfelder provide a detailed cost estimate for providing materials testing services for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline." The cost proposal provided to the City totaled \$170,000, to be billed on actual time and materials used in the performance of the work. As the cost proposal for the subject project exceeds the amount available under the current retainer agreement, staff requests that Council approve a separate agreement with Kleinfelder West, Inc. for geotechnical, materials testing, and special inspections

services for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline."

3. BASIS FOR RECOMMENDATION:

A) Per City Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.

B) Kleinfelder has a long history of providing quality services to the City.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

iii. Wastewater

Materials testing services for the Harding Drain Bypass project provide the City with quality assurance of the construction materials and practices

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Budget Transfer: \$225,000 from line number 415-51-538.51270, "Pipeline Construction" to line item 415-51-538.43330, "Inspection Services." The current budgeted amount under line item 415-51-538.43330, "Inspection Services" is \$50,000. The purpose of the budget transfer is to fully fund the pertinent line item by increasing the budgeted amount to a total of \$275,000 in order to cover the scope of work provided for under Kleinfelder's cost proposal, as well as to account for any unforeseen circumstances or contingencies.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

An Environmental Impact Report (EIR) was prepared and approved for this project.

7. ALTERNATIVES:

- A. Not approve the Agreement. This action is not recommended because there is a need for geotechnical consulting, construction materials testing, and special inspections services for the Harding Drain Bypass Pump Station and Pipeline project.
- B. Go through a RFP process to receive proposals from other materials testing firms. This action is not recommended as Kleinfelder has proven to be a very capable and fair consultant to work with and has provided quality services to the City for many years.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Kleinfelder West, Inc.
for
Materials Testing and Special Inspection Services
CONTRACT NO. 12-023

THIS AGREEMENT is made this 12th day of June, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Kleinfelder West, Inc.**, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Materials Testing and Special Inspection Services; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Seventy Thousand and no/100^{ths} Dollars (\$170,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twenty four months (24) beginning June 13, 2012 and ending June 13, 2013, subject to CITY's availability of funds.

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

(a) Minimum Scope of Insurance: 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) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: 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) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability 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 insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (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, CONSULTANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONSULTANT's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT 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.

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

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

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

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

CONSULTANT, its agents, officers and employees are and, at all times during the

terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

12. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable

regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business

hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

**FOR CONSULTANT: KLEINFELDER WEST, INC.
121 HERON WAY, SUITE D
MERCED, CA 95341
PHONE: (209) 384-7552
FAX: (209) 384-8218**

**FOR CITY: CITY OF TURLOCK
ATTN: MICHAEL G. PITCOCK, PE
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 EXT. 4417
FAX: (209) 668-5563**

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

CITY OF TURLOCK, a municipal corporation

KLEINFELDER WEST, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

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

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



EXHIBIT A

File No. 117954.PROP1
May 18, 2012

Mr. Stephen Fremming, EIT
Assistant Engineer
156 S. Broadway, Suite 150
Turlock, CA. 95380

**Subject: Cost Estimate for Materials Testing and Observation Services
Harding Bypass # WQCF-6859
Turlock, California**

Dear Mr. Fremming:

Kleinfelder is pleased to present this cost estimate to provide materials testing and observation services for the Harding Bypass project. The purpose of our materials testing and observation services will be to provide the project manager and client with field and laboratory data in order to assess compliance with the project plans and specifications. This cost estimate presents our anticipated scope of services, estimated costs and limitations.

PROJECT UNDERSTANDING

The project consists of the construction of approximately 6 miles of underground pipeline, a pump station, an outfall structure, and roadway repairs.

SCOPE OF SERVICES

We anticipate that the scope of services for materials testing and observations will consist of the following items:

- Native Soils Lab Curves
- Aggregate Base Lab Curves
- Aggregate Base Lab Qualification Testing
- Qualification Lab Testing for Materials to be Used
- Fill Placement and Compaction Testing on Backfill of Force Main
- Reinforcing Steel Sampling and Lab Testing

When our services are performed on an intermittent basis, we will be unable to provide an opinion regarding specification compliance unless our representative has sufficient opportunity to observe the work performed and/or tested.

Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

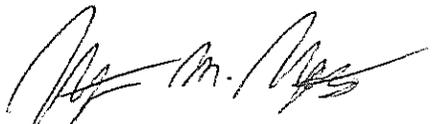
The presence of our field representative does not constitute nor imply that Kleinfelder is providing any direction, supervision, or layout of the work of the contractor. Our services are not intended to, and therefore will not, include an evaluation of the safety practices of the contractor or his workmen. The contractor is solely responsible for achieving these items.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

We thank you for the opportunity to present this cost estimate. We trust that the information complies with your request. If you have any questions, or if we can be of further assistance, please contact us.

Respectfully submitted,

KLEINFELDER WEST, INC.



Monty M. Montgomery
Merced Materials Supervisor

Reviewed by:



Steven R. Davis, CEG 1471
Senior Associate

MMM:sj

Enclosures : Appendix A

- Concrete Lab Testing
- Concrete Field Observation and Testing
- Compaction testing on finished soils grade and aggregate base at Structures
- Harding Road Compaction Testing on FSG and FAB
- HMA Lab Testing
- HMA Field Observation and Testing
- Anchor Bolt Installation Observation and Testing
- Shop Welding Inspection
- Filed Welding Inspection
- Bolt Torque Testing
- Project management to coordinate and oversee testing and observation services
- Periodic reports summarizing testing and/or observation services

For the scope of services outlined, we will provide our services on a time-and-materials basis in accordance with our current City contract rates. Based on a limited review of the provided plans and our experience on similar type projects, our cost estimate for this project is **\$170,000.00** (which includes a \$11,193.00 contingency fund) as outlined in Appendix A. Details provided in Appendix A are rough estimates due to the lack of a construction schedule to assist in our estimation of various timelines. All other services requested that are not included in Appendix A will be provided in accordance with our current contract rates. Please note that the cost estimate is based on standard 8 hour work days. If overtime is required, the costs will be higher. Overtime and night work charges are outlined in the "Basis of Charges" included with our rate schedule.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

APPENDIX A

City of Turlock - Harding Bypass # WQCF-6859
Turlock, California



Materials Testing and Observation Services

The proposed scope of tests and observations is based upon a limited review of provided project plans and our experience with similar projects. Cost estimates for materials testing and observation services are itemized in each of the following categories.

Our cost estimate for this project is \$170,000.00 which includes a \$11,193.00 contingency fund.

SOILS SERVICES				
Soils (Lab)	Tests		Rate	Total
Native Soils (ASTM D 1557) as per Section 02300 - 1.03 - C	20		\$ 215.00	\$ 4,300.00
Aggregate Base (ASTM D 1557) as per Section 02300 - 1.03 - C	1		\$ 240.00	\$ 240.00
Aggregate Base Qualification Testing	1		\$ 1,250.00	\$ 1,250.00
Drain Rock Qualification Testing - as per Section 02300 - 2.01 - B4c	1		\$ 150.00	\$ 150.00
Gravel Qualification Testing - as per Section 02300 - 2.01 - B5f	1		\$ 150.00	\$ 150.00
Sand Qualification Testing - as per Section 02300 - 2.01 - B6	1		\$ 150.00	\$ 150.00
Select Native Material Qualification Testing - as per Section 02300 - 2.01 - B7b	1		\$ 150.00	\$ 150.00
Select Import Material Qualification Testing - as per Section 02300 - 2.01 - B8b	1		\$ 150.00	\$ 150.00
Select Imported Levee Material - as per Section 02300 - 2.01 - B9	1		\$ 400.00	\$ 400.00
Soils (Field Observation)	Visits	Hrs/Visit	Rate	Total
Building Pad - Native	3	6	\$ 82.00	\$ 1,476.00
Building Pad - AB	3	6	\$ 82.00	\$ 1,476.00
Structure Roadways & Lots - FSG	2	6	\$ 82.00	\$ 984.00
Structure Roadways & Lots - FAB	2	6	\$ 82.00	\$ 984.00
Out-Fall Structure	2	6	\$ 82.00	\$ 984.00
Harding Road - Roadway FSG	5	6	\$ 82.00	\$ 2,460.00
Harding Road - Roadway FAB	5	6	\$ 82.00	\$ 2,460.00
Underground (assuming 200 feet per day)				
Force Main (Approx. 31,000 feet)	150	8	\$ 82.00	\$ 98,400.00
CONCRETE SERVICES				
Concrete (Lab)	Tests		Rate	Total
Concrete Cylinders (14 sets of 4)	56		\$ 30.00	\$ 1,680.00
Concrete (Field Observation)	Visits	Hrs/Visit	Rate	Total
Footings	2	8	\$ 82.00	\$ 1,312.00
Walls	6	8	\$ 82.00	\$ 3,936.00
Floors	2	8	\$ 82.00	\$ 1,312.00
Ceilings	1	8	\$ 82.00	\$ 656.00
Pick-up Cylinders	13	3	\$ 82.00	\$ 3,198.00
REINFORCING REBAR				
Reinforcing Steel (Lab Testing)	Tests		Rate	Total
Rebar Sizes (# 4, 6, 7, & 8) - (assume 2 heats) - Tensile & Bend	8		\$ 120.00	\$ 960.00
Reinforcing Rebar (Shop Sampling)	Visits	Hrs/Visit	Rate	Total
Assuming Shop within 1 hour of a Kleinfelder Office	3	4	\$ 82.00	\$ 984.00



HMA SERVICES

HMA (Lab)	Tests		Rate	Total
LTMD	1		\$ 285.00	\$ 285.00
Extraction (AC Content)	2		\$ 200.00	\$ 400.00
HMA (Field)	Visits	Hrs/Visit	Rate	Total
HMA Compaction Testing with Nuclear Gage (CTM 375)	10	8	\$ 82.00	\$ 6,560.00

MISC. INSPECTIONS

Field Observation	Visits	Hrs/Visit	Rate	Total
Anchor Bolt Installation Observation and Testing	2	5	\$ 82.00	\$ 820.00
Equipment Usage	Visits		Rate	Total
Torque Wrench	1		\$ 50.00	\$ 50.00
Anchor Bolt Pull Equipment	2		\$ 150.00	\$ 300.00

STEEL SERVICES

Bolt Torque	Visits	Hrs/Visit	Rate	Total
Bolt Torque observations	1	6	\$ 82.00	\$ 492.00
Structural Steel Observation				
Fabrication Shop Welding	3	8	\$ 82.00	\$ 1,968.00
Structural Steel Field Welding	5	8	\$ 82.00	\$ 3,280.00

ENGINEERING SERVICES

	Hours	Rate	Total
Project Management, safety meetings, quality assurance	30	\$ 130.00	\$ 3,900.00
Administrative Support, reporting, and document production	40	\$ 65.00	\$ 2,600.00
Staff Professional Engineer	35	\$ 130.00	\$ 4,550.00
Senior Professional Engineer	20	\$ 170.00	\$ 3,400.00
TOTAL :			\$ 158,807.00

Contingency Fund (to be used only with prior permission)			\$ 11,193.00
TOTAL :			\$ 170,000.00



Council Synopsis

June 12, 2012

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

Prepared by: Debra A. Whitmore, Deputy Director of Development Services/Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to Special Services Contract No. 10-775 for Benchmark Engineering, Inc., to extend the term of the agreement to June 30, 2013 to prepare the Morgan Ranch Master Plan and EIR

Motion: Approving Amendment No. 2 to Special Services Contract No. 10-775 for Benchmark Engineering, Inc., to extend the term of the agreement to June 30, 2013 to provide engineering services for the Morgan Ranch Master Plan

2. DISCUSSION OF ISSUE:

The "Morgan Ranch" area of the City of Turlock is bounded by Lander on the west, Highway 99 on the south, E. Glenwood Avenue on the north and Golf Road on the east. The properties contained within this area were annexed to the City of Turlock in 1994 with the condition that a specific plan be developed to establish an infrastructure master plan fee to ensure implementation of necessary improvements. The purpose of this project is complete the master planning process for this area to allow development to proceed.

On July 13, 2010, the City Council approved four consultant contracts including contracts for Quad Knopf and Benchmark Engineering. The terms of those agreements end on June 30, 2012. The current estimated completion date for the master plan is Winter 2013 with the fee nexus study being completed in Spring 2013. Extension of the agreements through June 30, 2013, should allow sufficient time to complete the master planning process.

3. BASIS FOR RECOMMENDATION:

The City is preparing a General Plan Update which identifies the Morgan Ranch area as a separate master planning area for the City and as Southeast Master Plan 1. Although this document has not been adopted by the City Council, the Morgan Ranch area is already located within the City Limits and a private

application has been in process since approximately 2003. On July 13, 2010, the City Council approved moving forward with the master plan for the Morgan Ranch area as a City project.

Strategic Plan Initiative- F. POLICY INITIATIVE – INTELLIGENT, PLANNED, MANAGED GROWTH:

Goal(s):

- a. Ensure all growth adds value to the current and future community
- b. Continue use of Specific and Master Plans
- c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)
- f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No change is proposed to current budget. These activities are included in both the FY 2011-12 and FY 2012-13 budgets under Fund Account 305-40-444.47086.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This action does not constitute a "project" under the California Environmental Quality Act.

7. ALTERNATIVES:

- A. The City Council may decide not to approve the budget amendment or the contracts; however, this would mean that the Morgan Ranch Master Plan would not be completed.



AMENDMENT NO. 1
to
AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
QUAD KNOFF, INC.
for
MORGAN RANCH MASTER PLAN AND EIR
CONTRACT NO. 10-777

THIS AMENDMENT, dated June 12, 2012, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **QUAD KNOFF, INC.**, a planning company, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated July 13, 2010, whereby CONTRACTOR will prepare the Morgan Ranch Master Plan and Environmental Impact Report (EIR) for the Morgan Ranch Master Plan project (hereinafter the "Agreement").

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

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

"5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of approximately twenty-four (24) months (24) beginning May11, 2010 and ending June 30, 2013, subject to CITY's availability of funds."

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

QIM

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

BENCHMARK ENGINEERING, INC.

By: _____
Roy W. Wasden, City Manager

By: _____
Richard V. Mummert, President

APPROVED AS TO SUFFICIENCY:

Date: _____

BY: _____
Debra A. Whitmore, Deputy Director of
Development Services/Planning

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



AMENDMENT NO. 2
to
AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
BENCHMARK ENGINEERING, INC.
for
MORGAN RANCH MASTER PLAN ENGINEERING SERVICES
CONTRACT NO. 10-775

THIS AMENDMENT, dated June 12, 2012, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Benchmark Engineering, Inc.**, a civil engineering and land surveying company, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated July 13, 2010, whereby CONTRACTOR will perform engineering support services, including a lotting plan, hydrology study, and sewer study for the Morgan Ranch Master Plan project (hereinafter the "Agreement"); and

WHEREAS, the parties hereto previously entered into an Amendment No. 1 to the agreement on July 26, 2011, that modified the scope of work and compensation under the aforementioned agreement.

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

1. Paragraph 5 of the Agreement is amended to read as follows:

"5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of approximately twenty-four (24) months beginning May 11, 2010 and ending June 30, 2013, subject to CITY's availability of funds."

2. Except as amended by Amendment No. 1 and this Amendment No. 2, 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

BENCHMARK ENGINEERING, INC.

By: _____
Roy W. Wasden, City Manager

By: _____
Richard V. Mummert, President

APPROVED AS TO SUFFICIENCY:

Date: _____

BY: _____
Debra A. Whitmore, Deputy Director of
Development Services/Planning

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



**Council
Synopsis**

June 12, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by: Dan Madden

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with All Valley Smog, Inc., of Turlock, California, for smog services for all City fleet vehicles for a period of twelve (12) months, in an amount not to exceed \$3,000

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award said Contract No. 12-020 with All Valley Smog, Inc. of Turlock, meeting all specifications and the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

The Purchasing Office issued an informal bid for smog services on Request for Quotation (RFQ) 12-239. Six (6) vendors were solicited. Three (3) Vendors submitted bids and one was rejected for later entry. The City's 3% local vendor preference was not a factor in determining the lowest responsive and responsible bidder for this contract. Purchasing evaluated the bids. Award bid recap is shown below:

	Price Per Vehicle	All Valley Smog	Balswick Quick Smog
1.	Smog check with certification	\$33	\$37.25
2	Smog check without certification	\$24.75	\$29
3.	Bob's Auto Center Quote received on May 2, 2012.	Bid opening date was set on May 1, 2012 by 1:00 pm. Bids received after the time set for the bid opening will be rejected, pursuant to Section 3 of the bid specifications.	
4.	Abetter Smog of Turlock	No Bid proposed.	
5.	All Tech Smog of Turlock	No Bid proposed.	
6.	Speedee Oil Change & Tune-Up	No Bid proposed.	

3. BASIS FOR RECOMMENDATION:

Agreement with Valley Smog will provide the City with licensed technicians, which are certified by the State of California to test vehicles for emission levels and have met the requirements set out by the Bureau of Automotive Repairs (BAR).

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The services to be provided under the proposed contract are used throughout all City departments. Various general ledger accounts are used depending on the user department for smog services. Each user department has budgeted for these services in their individual departments as outside contractor vehicle repairs. As the service is performed throughout the year, the costs incurred will be charged to the appropriate account number in the requesting department's budget. The maximum City-wide commitment for both contracts for the annual contract period is \$3,000.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not approve the agreements. This alternative is not recommended, City staff are not licensed to perform smog checks and do not have the specialized equipment to perform this service.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
ALL VALLEY SMOG, INC.
for
SMOG SERVICES
CONTRACT NO. 12-020

THIS AGREEMENT is made this 12TH day of June, 2012, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and ALL VALLEY SMOG, INC., a California Corporation, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for smog services for City Fleet vehicles; and

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

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

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

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

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

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Three Thousand and No/100^{ths} Dollars (\$3,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONTRACTOR shall submit dated invoices to CITY specifying

the date, location and service rendered, and the charge therefor.

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning July 1, 2012 and ending June 30, 2013, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

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

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

(b) **Minimum Limits of Insurance:** CONTRACTOR shall maintain limits no less

than:

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

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

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

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

(d) Other Insurance Provisions: The commercial general 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 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 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, 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.

(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.

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally

required to conduct business. CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONTRACTOR further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subcontractors and subcontractors to comply with that section as may be required by law.

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

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

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

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

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

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

27. COMPLIANCE WITH LAWS: CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

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

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

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

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

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

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days

after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

**for CONTRACTOR: ALL VALLEY SMOG, INC.
ATTENTION: JIM HERR
415 LANDER AVE.
TURLOCK, CA 95381
PHONE: (209) 667-7900
FAX: (209) 667-7967
EMAIL: allvalleysmog@sbcglobal.net**

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

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

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

CITY OF TURLOCK, a municipal corporation

ALL VALLEY SMOG, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



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

Kindly refer to our quotation
 Number on Envelope when
 Submitting Quotation

REQUEST FOR QUOTATION

EXHIBIT A

THIS IS NOT AN ORDER

**ALL QUOTATIONS
 MUST BE SIGNED**

(209) 668-5599 Ext. 4406

Date 4/18/2012	Quotation No. 12-239	Respond No Later Than: TUESDAY, MAY 1, 2012 AT 1:00 P.M.	ITEM(S) REQUIRED WITHIN 30 day of order
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<p>TO</p> <p><i>All Valley Smog</i></p> <p>Company Name <i>415 Lander Ave</i></p> <p>Address <i>Turlock, CA 95380</i></p> <p>City/State/Zip <i>209-667-7900</i></p> <p>Telephone Number <i>209-667-7967</i></p> <p>Fax Number <i>allvalleysmog@sbcglobal.net</i></p> <p>E-mail Address</p>	<ol style="list-style-type: none"> 1. Quotation are requested for furnishing the items described below in accordance with terms set forth herein. <u>All quotations must be F.O.B. destination</u> and include cost of boxing & cartage to delivery point stated below. 2. Unless specifically noted, substitutes may be offered if they are equal to or exceed the quality of the item described below. 3. Attach complete specifications for any substitution offered, or when amplification is desirable. 4. A clear and complete description of material being bid, including trade name, model, size, type catalog number, etc., is required. 5. Show net unit & net total prices after all trade & City discounts have been deducted. 6. Do not include Federal Excise Taxes, as an exemption certificate will be furnished upon request. 7. Terms and Conditions are attached.
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Item No.	Qty.	Unit	Description	Unit Price	Amount
			<p>The City of Turlock desires to solicit bids for auto smog services for City owned vehicles on a "AS NEEDED" basis for Municipal Services Fleet Maintenance Shop for a period of twelve months. This contract is extendable for one year, upon agreement by both parties. Contract pricing shall remain fixed for one year, and upon extension, if an increase is requested, the City has the option to agree with the increase or put contract back out to bid. The annual usage is approximately 70 vehicles.</p> <p>Price Quote Per Vehicle:</p> <p>1 EA Smog check with certificate</p> <p>2 EA Smog check without certificate.</p> <p>All bids shall meet the provisions, requirements and specifications listed in the Request for Quotation, Bid No.12-239</p> <p>The quantities listed above represents the anticipated needs of the City based upon past usage. It is only intended to give a reference quantity and does not gaurantee a quantity to the vendor for the duration of this contract.</p> <p>Th prices offered are to be firm for the entire contract period.</p>	<p><i>33.00</i></p> <p><i>24.75</i></p>	

TERMS:	7.375% SALES TAX (if applicable)
DELIVERY DAYS: M-F 8-5 / Sat 8-1	TOTAL NET BID INCLUDING TAXES

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

PER *Jim Herr* Title *President*

Date *4-23-12*

Phone No. *209-667-7900*



Council Synopsis

5M

June 12, 2012

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$3,500 to account number 110-61-622-003.43727 "Turlock Youth Self Defense" from Fund 110 "General Fund" reserve balance, funded by revenue received in 110-61-622-003.35720 "Revenue Turlock Self Defense" for contracted instructor(s) for program classes

2. DISCUSSION OF ISSUE:

This program was more successful for fiscal year 11/12 as revenues exceeded expectations. With the revenues increased the expenses for this contract class have also increased. Revenue has doubled from the \$8,000.00 budgeted to \$16,000 along with increased expenses.

3. BASIS FOR RECOMMENDATION:

A. Increase in registrations and revenues also increases the expenses for the contract class to pay the instructor.

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

Goal(s): b-ii Support the community's youth by providing quality after school opportunities

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:

Fiscal Impact: \$3,500

Appropriate \$3,500 to account number 110-61-622-003.43727 "Turlock Youth Self Defense" from Fund 110 "General Fund" reserve balance, funded by revenue received in account number 110-61-622-003.35720 "Revenue Turlock Self Defense" .

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. The Council may choose not to appropriate these funds to pay instructor. This is not recommended since the funds are available through increased revenue for this program.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2012-
\$3,500 TO ACCOUNT NUMBER }
110-61-622-003.43727 "TURLOCK YOUTH }
SELF DEFENSE" FROM FUND 110 }
"GENERAL FUND" RESERVE BALANCE, }
FUNDED BY REVENUE RECEIVED IN }
110-61-622-003.35720 "REVENUE }
TURLOCK SELF DEFENSE" FOR }
CONTRACTED INSTRUCTOR(S) FOR }
PROGRAM CLASSES }
_____ }

WHEREAS, the Self Defense class has been successful enough to double expected revenues for the program in the current fiscal year; and

WHEREAS, in order to meet demands, the increased usage of the contracted instructors for this program will exceed the current budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$3,500 to account number 110-61-622-003.43727 "Turlock Youth Self Defense" from Fund 110 "General Fund" reserve balance, funded by revenue received in account number 110-61-622-003.35720 "Revenue Turlock Self Defense" for contracted instructor(s) for program classes.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

5N

June 12, 2012

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Extending the City of Turlock's Military Leave Policy per Resolution No. 2008-139 for employees involuntarily called to active duty as a result of the nation's war on terrorism

2. DISCUSSION OF ISSUE:

In 2001, the Council adopted a resolution to deal with the treatment of salary and benefit continuation for reservists called to active duty after September 11, 2001.

In July 2004 the Council updated the Military Leave Policy to limit salary and benefit continuation to six months. Resolution No. 2004-135 updated policy for reservist employees who are involuntarily called to active duty. The change provided for eligible reservist employees who are involuntarily called to active duty for a period longer than three (3) months to be provided with: 1) health, vision, dental, life and retirement benefits; and 2) payment of the salary difference between the sum of their military pay and their regular base pay from the City of Turlock for a period of six (6) months. The policy provided assistance to our reservist employees and recognized a need to utilize available position funds to hire part time replacements or cover overtime costs.

In June 2008 the Council again updated the Military Leave Policy through Resolution No. 2008-139. Included in that resolution was the future need to extend or terminate this policy concurrently with the adoption of each fiscal year budget. Staff recommends extending the current policy under Resolution No. 2008-139.

3. BASIS FOR RECOMMENDATION:

Resolution No. 2008-138 requires the City Council to extend or terminate this policy concurrently with the adoption of each fiscal year budget.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – utilizes budgeted monies from employee's position.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Council may deny the extension of the current Military Leave Policy.
2. Council may modify the existing Military Leave Policy.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF EXTENDING THE }
CITY OF TURLOCK'S MILITARY LEAVE }
POLICY PER RESOLUTION NO. 2008-139 }
FOR EMPLOYEES INVOLUNTARILY }
CALLED TO ACTIVE DUTY AS A RESULT }
OF THE NATION'S WAR ON TERRORISM }
_____ }

RESOLUTION NO. 2012-

WHEREAS, the Turlock City Council established a Military Leave Policy to assist those City employees involuntarily called to active duty during the War on Terrorism; and

WHEREAS, City employees may serve in the United States armed forces reserves; and

WHEREAS, the involuntary call to active duty may require many sacrifices on the part of a reservist, including physical separation and reduction in pay or benefits for the employee and their family; and

WHEREAS, within the means of the City, and on behalf of our citizens, the City Council wishes to assist our reservist employees in addressing the detrimental economic effects of their service to our country during this time of crisis; and

WHEREAS, in June 2008 Council adopted Resolution No. 2008-139 which included the future need to extend or terminate this policy concurrently with their adoption of each fiscal year budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby extend the City of Turlock's Military Leave Policy per Resolution No. 2008-139 for employees involuntarily called to active duty as a result of the nation's war on terrorism.

1. Eligible employees are those serving as of July 1, 2003 in the California National Guard or any branch of the United States armed forces reserves.

2. Eligible reservist employees who are involuntarily called to active duty for a period longer than three (3) months shall be provided the following for up to six months:

- (a) continue of the following benefits: health, vision, dental, life and retirement
- (b) the payment of salary difference between the sum of their military pay and their regular City base pay.

3. The City Council shall review the future need to extend or terminate this policy concurrently with their adoption of each fiscal year budget.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June, 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

50

June 12, 2012

From: Kellie E. Weaver, City Clerk
Prepared by: Kellie E. Weaver, City Clerk
Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Calling for the holding of a General Municipal Election to be held on Tuesday, November 6, 2012, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities

Resolution: Requesting the Board of Supervisors of the County of Stanislaus to consolidate a General Municipal Election to be held on Tuesday, November 6, 2012, with the Statewide General Election to be held on the same date pursuant to §10403 of the Elections Code

Resolution: Adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 6, 2012

Resolution: Setting the deposit fee which will be required of candidates who elect to have a candidate's Statement of Qualifications printed in the ballot pamphlet for the City of Turlock General Municipal Election to be held on November 6, 2012

2. DISCUSSION OF ISSUE:

The California Elections Code requires the City Council to order the General Municipal Election and, if desired, request the County Board of Supervisors approve the consolidation of the City's election with the Statewide General Election being held on the same date and conducted by the Stanislaus County Elections Division.

The City Council is also authorized to set regulations regarding the candidates' Statement of Qualifications, including the amount of the deposit which will be required to be paid in advance by candidates who choose to have a Statement of Qualifications printed in the ballot pamphlet. The Stanislaus County Elections Division has estimated that the cost for publishing a candidate's Statement of

Qualifications in the November ballot will be approximately \$1,250 for entities that have 25,000 to 50,000 registered voters. The City of Turlock currently has approximately 28,500 registered voters and staff is recommending a deposit of \$1,250, as estimated by the Stanislaus County Elections Division, be required for candidates desiring to submit a Statement of Qualifications. All candidates will receive and sign a document acknowledging this deposit is only an approximation of the actual cost that will vary from one election to another election. In addition, candidates will be advised that the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost.

3. BASIS FOR RECOMMENDATION:

The City of Turlock's regular Municipal Elections are required to be held in November of even-numbered years. California Elections Code §10403 sets forth the procedures for cities to request the Board of Supervisors approve the consolidation of the Municipal Election with the Statewide Election. California Elections Code §10403.5 requires the Board of Supervisors to approve the request for consolidation of the election unless the ballot style, voting equipment or computer capability is such that additional elections or materials cannot be handled.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$50,000 (budgeted in Account 110-10-104.43152)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could direct the City Clerk to conduct a stand-alone election. This is not recommended due to the prohibitive costs and time constraints involved.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CALLING FOR THE }
HOLDING OF A GENERAL MUNICIPAL }
ELECTION TO BE HELD ON TUESDAY, }
NOVEMBER 6, 2012, FOR THE ELECTION }
OF CERTAIN OFFICERS AS REQUIRED }
BY THE PROVISIONS OF THE LAWS OF }
THE STATE OF CALIFORNIA RELATING }
TO GENERAL LAW CITIES }
_____ }

RESOLUTION NO. 2012-

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 6, 2012, for the election of Municipal Officers.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TURLOCK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Turlock, California, on Tuesday, November 6, 2012, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four (4) years and a City Treasurer for the full term of four (4) years.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Stanislaus Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the polls for the election shall be open at seven o'clock a.m. the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code §10242, except as provided in §14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REQUESTING THE }
BOARD OF SUPERVISORS OF THE COUNTY }
OF STANISLAUS TO CONSOLIDATE A }
GENERAL MUNICIPAL ELECTION TO BE HELD }
ON TUESDAY, NOVEMBER 6, 2012, WITH THE }
STATEWIDE GENERAL ELECTION TO BE }
HELD ON THE SAME DATE PURSUANT TO }
§10403 OF THE ELECTIONS CODE }

RESOLUTION NO. 2012-

WHEREAS, the City Council of the City of Turlock called a General Municipal Election to be held on November 6, 2012, in the City of Turlock, California, for the purpose of the election of two (2) Members of the City Council and a City Treasurer; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places, and election officers of the two elections be the same, and that the county election department of the County of Stanislaus canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TURLOCK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Stanislaus is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 6, 2012, for the purpose of the election of two (2) Members of the City Council and the election of a City Treasurer for a four (4) year term of office which will conclude upon the Turlock City Council adopting the official canvass of the November 8, 2016, election.

Section 2. That the county election department is authorized to verify signatures for nomination papers submitted by the City Clerk of the City of Turlock; set up and arrange for election precincts, polling places, voting booths, and election officers; publish notice of election officers and polling places; and canvas the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Turlock recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of Stanislaus.

Section 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER ADOPTING REGULATIONS	}	RESOLUTION NO. 2012-
FOR CANDIDATES FOR ELECTIVE OFFICE	}	
PERTAINING TO CANDIDATE'S STATEMENTS	}	
SUBMITTED TO THE VOTERS AT A GENERAL	}	
MUNICIPAL ELECTION TO BE HELD ON	}	
TUESDAY, NOVEMBER 6, 2012	}	
<hr style="border: 0.5px solid black;"/>		

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate's statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TURLOCK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Turlock on Tuesday, November 6, 2012, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed (in typewritten form) in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until five o'clock p.m. of the next working day after the close of the nomination period.

Section 2. FOREIGN LANGUAGE POLICY.

- A. Pursuant to the Federal Voting Rights Act, candidate's statements will be translated into all languages required by the County of Stanislaus. The County is required to translate candidate statements into the following languages: Spanish.
- B. The County will print and mail sample ballots and candidate's statements to voters in languages specified in (A) above.

Section 3. PAYMENT.

- A. Translation:
 - 1. The candidate shall be required to pay for the cost of translating the candidate's statement into any required foreign language as specified in (A) of Section 2 above pursuant to Federal and/or State law.
- B. Printing:
 - 1. The candidate shall be required to pay for the cost of printing the candidate's statement in English in the main voter pamphlet.
 - 2. The candidate shall be required to pay for the cost of printing the candidate's statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall prorate the excess amount among the candidates and refund the excess amount paid.

Section 4. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the sample ballot packet.

Section 5. That the City Clerk shall provide each candidate or the candidate's representative a copy of this resolution at the time nominating petitions are issued.

Section 6. That all previous resolutions establishing Council policy on payment for candidate's statements are repealed.

Section 7. That this resolution shall apply only to the election to be held on November 6, 2012, and shall then be repealed.

Section 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SETTING THE DEPOSIT } RESOLUTION NO. 2012-
FEE WHICH WILL BE REQUIRED OF }
CANDIDATES WHO ELECT TO HAVE A }
CANDIDATE'S STATEMENT OF }
QUALIFICATIONS PRINTED IN THE BALLOT }
PAMPHLET FOR THE CITY OF TURLOCK }
GENERAL MUNICIPAL ELECTION TO BE HELD }
ON NOVEMBER 6, 2012 }

WHEREAS, the City of Turlock will hold a General Municipal Election on November 6, 2012, for purposes of electing two (2) City Council members and a City Treasurer; and

WHEREAS, the California Elections Code §13307(c) authorizes local agencies to estimate the total cost of printing, handling, translating, and mailing the candidates' statements filed pursuant to §13307(a), including costs incurred as a result of complying with the federal Voting Rights Act of 1965, as amended; and

WHEREAS, the local agency may require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet; and

WHEREAS, in the event the estimated payment is required, the receipt for the payment shall include a written notice that the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements; and

WHEREAS, the Elections Official is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost; and

WHEREAS, the Stanislaus County Elections Division has recommended that a \$1,250 deposit be collected by the City of Turlock in Stanislaus County from candidates filing a Statement of Qualifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby set the deposit for a Candidate's Statement of Qualifications at \$1,250 and authorizes the City Clerk to collect the fee in accordance with §13307 of California Elections Code.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June, 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

COA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 6, CHAPTER 3, ARTICLE 1, SECTION 1 REGARDING RATES FOR THE COLLECTION OF RECYCLABLE WASTE MATERIAL	} } } } } }	ORDINANCE NO. -CS
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WHEREAS, Turlock Scavenger has provided for the curbside collection of recyclable waste material since 1991; and

WHEREAS, Turlock has an excellent track record of diverting waste material from landfills to comply with State Law; and

WHEREAS, in 2011 the State of California enacted legislation (Chesbro, AB 341) establishing a statewide mandatory commercial recycling program effective July 1, 2012; and

WHEREAS, any business that generates more than four cubic yards of solid waste per week or any multifamily residential dwelling of five or more units shall arrange for recycling services; and

WHEREAS, to implement AB 341 without undue hardship on commercial property owners, blue recycle carts should be allowed as an alternative to commercial bin service for the collection of recyclables at commercial and multi-family properties; and

WHEREAS, it is necessary to clarify the rate which Turlock Scavenger charges for the collection of individual (blue) recycle carts.

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

SECTION 1. AMENDMENT: "Additional Cart Fees", in Section 6-3-101 is hereby amended to read as follows:

6-3-101 Rates.

ADDITIONAL CART FEES	
Each Additional Extra Cart for Recyclable Waste Material, including Garden Waste Container Refuse Cart (green) and Recycle Cart (blue)	\$7.65

(Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Amended, 02/12/2004, Renumbered to 6-3-02, Renumbered from 6-3-118)

All other provisions in this section 6-3-101 remain unchanged.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June, 2012, by the following vote:

AYES:
NOES:
ABSTAIN:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2012.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

7A

June 12, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Jeff Lopes, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 2, entitled "Tow-Away Zones: Designation"

2. DISCUSSION OF ISSUE:

The Turlock Farmer's Market is held every Friday, between 8:00 a.m. and 1:00 p.m., during the months of May through October. Additionally, the Turlock Farmer's Market is held on four evenings over the course of the season.

During the hours of the Turlock Farmer's Market, Broadway is closed to vehicle traffic from W. Olive Av. to Market St. During these times, the roadway is used for vendor kiosks and displays, the convenient movement of pedestrians, and occasional live entertainment. Both sides of the roadway are used, stretching from curb to curb.

Event organizers close the roadway during set up for the Turlock Farmer's Market, preventing vehicles from entering and parking. However, it would not be feasible, nor authorized by permit, to close the entire roadway the evening before the event. This circumstance allows cars, which have been parked in the area overnight, to be on the street and create a disruption to using the area authorized for the Turlock Farmer's Market. Currently, staff has few options to prevent vehicles parking or resolve the disruption caused.

The Turlock Municipal Code Title 4, Chapter 7, Article 10, Section 3 (4-7-1003) "No Parking Areas" currently allows the prohibition of parking when use of the street is authorized for a purpose other than the normal flow of traffic. This section contains a requirement that "No Parking" signs be placed at least twenty-four (24) hours prior to the effective time of such parking prohibition. Staff uses temporary signs for events which occur on an occasional or infrequent basis. In this circumstance, using this option would be staff intensive, requiring placing and removal of temporary signs every week. Temporary signs also carry an increased risk of being moved or destroyed, requiring replacement to ensure drivers have knowledge of the prohibited parking. California Vehicle Code

Section 22651 (m) would allow removal of vehicles if posted twenty-four (24) hours in advance.

The Turlock Municipal Code Title 4, Chapter 6, Article 3 "Prohibited Parking and Authorized Removal of Vehicles (also known as 'Tow-Away Zones')" allows the establishment of tow-away zones. These zones allow City Council to prohibit parking during specific days and times, authorizing removal of vehicles violating the section, for designated areas. The City currently has one (1) designated zone, on Tuesdays in the area of the Sales Yard.

This amendment to the Municipal Code would establish a second tow-away zone, on both sides of Broadway, between W. Olive Av. and Market St. This zone would be effective during the hours of 7:00 a.m. to 2:00 p.m. on Fridays, during the months of May through October, inclusive.

The Traffic Engineer would be required to place permanent signs to create the enforceable tow-away zone. It is believed existing poles would be sufficient for this purpose. This option minimizes staff time needed, although temporary signs would still be needed for activities occurring outside the designated times.

3. BASIS FOR RECOMMENDATION:

A) City Council approval is needed to amend the Turlock Municipal Code.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goals(s): c Ensure the most efficient use of resources.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Needed signs would be purchased from existing budgeted accounts and no adjustments would be needed.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

- A. Council could decline the request to designate an additional tow-away zone and direct staff to use only temporary signage to enforce no parking for the area of the Turlock Farmer's Market.
- B. Council could decline the request to designate an additional tow-away zone and direct staff to take no further parking enforcement action than current law permits.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 4, CHAPTER 6, }
ARTICLE 3, SECTION 2, ENTITLED "TOW-AWAY }
ZONES: DESIGNATION" }
_____ }

ORDINANCE NO. -CS

WHEREAS, California Vehicle Code Section 22561 allows local authorities to adopt ordinances to remove (tow) vehicles parked or standing in properly signed designated areas; and

WHEREAS, the Turlock City Council has determined that parking vehicles on certain portions of North Broadway and South Broadway creates a disruption when use of the street is authorized for the Turlock Farmer's Market, a purpose other than the normal flow of traffic.

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

SECTION 1. AMENDMENT: Title 4, Chapter 6, Article 3, Section 2, is hereby amended to read as follows:

4-6-302 Tow-Away Zones: Designation.

The following locations shall be designated as "Tow-Away Zones":

(a) on Tuesdays from 7:00 a.m. to 2:00 p.m.:

- (1) the west side of Johnson Road between Marshall Street and Merritt Street.
- (2) the north side of Merritt Street from Johnson Road to 145 feet west thereof.

(b) on Fridays from 7:00 a.m. to 2:00 p.m., during the months of May through October, inclusive:

- (1) the east and west sides of North Broadway between West Main Street and West Olive Avenue.
- (2) the east and west sides of South Broadway between West Main Street and Market Street.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2012.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

June 12, 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: Providing direction and authorizing potential action of pending State legislation including SB 1156, Department of Finance Budget Trailer Bill (no number) as well as two court cases involving former redevelopment agencies Required Obligation Payment Schedules (ROPS)

2. DISCUSSION OF ISSUE:

SB 1156

This bill authorizes a city and county that included the territory of a redevelopment agency to form a Sustainable Communities Investment Authority to carry out Community Redevelopment Law, using the assets of a former redevelopment agency as well as new revenues that the bill authorizes.

The bill was amended on the Senate Floor to delete the authority for a city council to form a Sustainable Communities Investment Authority that receives only the city's share of tax increment revenue.

ANALYSIS : Until 2011, the Community Redevelopment Law allowed local officials to set up redevelopment agencies (RDAs), prepare and adopt redevelopment plans, and finance redevelopment activities. A redevelopment agency kept the property tax increment revenues generated from increases in property values within a redevelopment project area. As a redevelopment project area's assessed valuation grew above its base-year value, the resulting property tax revenues, the property tax increment, went to the RDA instead of going to the underlying local governments. When a redevelopment agency diverted property tax revenues from a school district, the State General Fund paid the difference.

Citing a significant State General Fund deficit, Governor Brown's 2011-12 budget proposed eliminating RDAs and returning billions of dollars of property tax

revenues to schools, cities, and counties to fund core services. Among the statutory changes that the Legislature adopted to implement the 2011-12 Budget, AB 26X1 (Blumenfield), Chapter 5, Statutes of 2011-12 First Extraordinary Session, dissolved all RDAs.

This bill authorizes a city and county that includes territory of a former RDA to form a Sustainable Communities Investment Authority (Authority) to carry out the Community Redevelopment Law, as specified. Specifically, this bill:

1. Authorizes the Authority to enter into financial and other agreements with community colleges, K-12 school districts, and private businesses to "facilitate the development and operation of articulated career technical education pathways."

2. Authorizes the Authority to adopt a redevelopment plan for a project area that would expire within 30 years of the first issuance of bonded indebtedness.

3. Places the specified limits on project area designations: (1) for regions within a metropolitan planning organization (MPO) with an adopted sustainable communities strategy (SCS) that has been accepted by the Air Resources Board, possible project areas may include transit priority areas identified in an SCS and for each jurisdiction, one small walk able community, as specified; or (2) sites that have land use approvals or other controls restricting the site to clean energy manufacturing and sites consistent with the SCS, if those sites are within the geographic boundaries of an MPO.

4. Authorizes a state or local public pension fund to invest in public infrastructure projects and private commercial and residential development undertaken by an Authority.

5. Authorizes an Authority to implement a local transaction and use tax, above the state's base 7.25 percent sales and use tax, provided that the resolution authorizing the tax designates the use of the proceeds of the tax.

6. Authorizes an Authority to issue bonds paid for with authority proceeds in order to carry out the provisions of this bill.

7. Authorizes an Authority to exercise the powers of an infrastructure financing district to divert property tax increment revenues and issue bonds to pay for public works.

8. Authorizes an Authority to finance infrastructure by issuing bonds and lending the proceeds for public works, working capital, and insurance programs as provided in the Marks-Roos Local Bond Pooling Act.

9. Statutorily redefines the term "district" as used in Article XVI, Section 16 of the California Constitution for purposes of calculating redevelopment tax increment, to exclude school districts and special districts.

10. Provides additional governance structures that allow cities to capture the full increment subject to county approval, or to capture only the city share of the increment.

11. Requires the adoption of a jobs plan, prevailing wage provisions, and developer prequalification provisions in connection with the establishment of a Sustainable Communities Investment Area.

Related Legislation

SB 986 (Dutton) which allows successor agencies to keep former RDAs' bond proceeds and enter into new enforceable obligations funded by bond proceeds.

SB 1056 (Hancock) expands the definition of "enforceable obligation" to include financial obligations related to a project funded with both tax increment and federal school construction bonds.

SB 1151 (Steinberg) creates an alternative process by which communities can use their former redevelopment agencies' assets for economic development and housing purposes.

Other bills that amend the statutes governing the disposition and use of former RDAs' assets include:

SB 1337 (Pavley) allows a successor agency to retain former RDA land that is a brownfield site for the purpose of hazardous substance remediation or removal.

AB 1585 (Perez) makes numerous amendments to the statutes governing the redevelopment dissolution process.

Proposed Post-RDA Budget Trailer Bill

As part of the process to have the Department of Finance (DOF) approve submitted (Required Obligation Payments Schedule) ROPS prior to the June 1 tax distribution, DOF has distributed a proposed budget trailer bill that further erodes local control by successor agencies and oversight boards, requires payment of unencumbered cash and appears to reduce the June 1 payment to

successor agencies for approved purposes to compensate for “underpayments” to local taxing agencies last December.

In contrast to AB 1585 (Pérez), which was the subject of extensive work by a special post-RDA task force appointed by Speaker John Pérez and deliberation by multiple Assembly committees, the proposed DOF budget trailer bill was developed without input from the League of Cities and other stakeholders. While the proposal addresses some important problems caused by AB x1 26, it diverts any remaining unencumbered cash from the successor agencies (including housing funds), limits the authority of oversight boards to approve contracts, and gives the final approval of all matters to DOF. The bill's prominent features include:

1. Reduction in June 1 Property Tax Payment to Successor Agencies to Retroactively Pay for December 2011 “Underpayment” to Taxing Agencies.

Directs county auditor-controllers to reduce June 1 payments to successor agencies to retroactively compensate local taxing agencies for alleged “underpayment” in December 2011 while AB x1 26 was not in effect due to the California Supreme Court's stay in *California Redevelopment Association v. Matosantos*. While DOF estimated for the May Revise that approximately \$1.5 billion in tax increment will be paid to local taxing agencies in FY 2011-12, of which \$880 million (58 percent) will go to schools/state. This provision could result in a dramatic reduction in payments to successor agencies statewide for approved enforceable obligations on June 1 by up to \$750 million.

2. Empowers DOF with Final Decision Making Authority. Codifies DOF's interpretation of its broad and final powers in all matters concerning enforceable obligations and the distribution of unencumbered cash assets not needed for such obligations. The bill specifically removes the powers of local oversight boards to approve contracts authorized by current law (e.g., contracts between a city and the successor agency) without DOF approval. Sets new deadline for submission of future ROPS by successor agencies (45 days in advance of property tax distribution date), and gives DOF up until five days before that date to remove an item from a ROPS before approval.

3. Diversion of Unencumbered Cash Reserves, Including Housing Funds, to Implement Governor's May Revise. Requires successor agencies to transfer all accumulated unencumbered cash reserves (estimated at \$1.6 billion in FY 2012-13 by DOF), including affordable housing set-aside funds, to county auditor-controllers by dates certain in the upcoming fiscal year. Does not apply to bond reserves; grant funds, funds needed to pay approved enforceable obligations or real estate assets.

4. Clawback of “Improper” Payments to Cities or Private Parties; Use of Sales or Property Tax to Reimburse Improper Payments. Provides clear

authorization to DOF, State Controller or county auditor-controllers to claw-back payments that it deems to have been made “improperly” by redevelopment agencies or successor agencies. Includes the ability to off-set any amounts owed through deduction of a city’s sales tax or property tax payments (arguably unconstitutional provisions).

5. Clarification on Bonds, Environmental Immunities and Housing

- o Bond Refunding and Spending Bond Proceeds. Authorizes successor agencies, with oversight board approval, to refund redevelopment tax allocation bonds and contract to expend funds (including bond proceeds) in compliance with an enforceable obligation (e.g., bonds).
- o Environmental Immunities. Transfers immunities under the Polanco Redevelopment Act formerly held by redevelopment agency to the successor agency with responsibility for brownfield assets.
- o Housing Provisions. Contains new definition of “housing assets” that allows successor housing agency to retain rents, loan repayments and payment from developers.

6. Legal Status of Successor Agency and Oversight Board Clarified.

Clarifies that successor agency is a separate legal entity with separate legal name and power to sue and be sued. Provides that oversight boards are not separate entities, but that as the “second governing body” of the work of the successor agency that it has the right to control city employees that are assigned to work on the affairs of the successor agency.

Legal Actions Related to Successor Agencies and ROPS approval by the Department of Finance (Information Only)

City of Palmdale v. Matosantos (Case no. 34-2012-80001154) was filed by the cities of Palmdale, Glendale, Culver City, Huntington Beach, Pasadena, Inglewood, National City, Imperial Beach, and Hayward in their capacities as successor agencies. The lawsuit seeks a court order that property taxes be distributed to pay for each valid enforceable obligation and further seeks a court order that each auditor-controller set aside sufficient property tax to pay enforceable obligations that remain in dispute after June 1 until such disputes have been resolved.

The second lawsuit, **Hercules LLC v. Department of Finance** (Case no. 34-2012-80001155), involves a contract between a private developer and a former redevelopment agency. This contract entitled the developer to a certain percentage of tax increment funds generated by the development project to reimburse for development costs related to environmental remediation and installation of public improvements. This agreement was included as an enforceable obligation in the ROPS by the successor agency, but was rejected

by DOF, which asserted that after ABx1 26, there would no longer be any tax increment funds. Therefore, in DOF's view, the agreement was not an obligation that could be funded through post-ABx1 26 property tax. The developer is seeking a court order to set aside the DOF's rejection of the contract as an enforceable obligation, and to prevent the diversion of funds that may be owed to the developer under the contract.

3. BASIS FOR RECOMMENDATION:

Council directed staff to provide regular updates for discussion and possible action by the Council.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

Fiscal Impact: The passage of certain pieces of legislation can impact the City of Turlock either positively or adversely.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

Council could choose not to take action on legislation.



**Council
Synopsis**

8B

June 12, 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 \$23,090,000 (Fund 415) with C. Overaa & Co., of Richmond, California, for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1"

2. DISCUSSION OF ISSUE:

On May 3, 2012, seven (7) bids were received for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1." C. Overaa & Co. of Richmond, California, was the lowest responsible bidder with a base bid in the amount of \$22,672,000.

Bid Summary:

COMPANY NAME	BID AMOUNT
C. Overaa & Co.	\$22,672,000
W.M. Lyles Co.	\$23,826,400
GSE Construction Company Inc.	\$23,827,530
Auburn Constructors	\$24,606,300
Gateway Pacific Contractors, Inc.	\$24,939,671
Walsh Construction	\$27,128,830
S.J. Amoroso Construction Co., Inc.	\$27,157,000

The project documents also required bidders to provide a cost for three (3) optional additive bid alternates. C. Overaa & Co. provided the following costs for the optional additive bid alternates:

Additive Alternate	Bid Amount
Replace Fine Bubble Diffusers (Aeration Basins 1 thru 5)	\$368,000
Tidal Wave and Earthquake ("Act of God") Insurance	\$50,000
TOTAL ALTERNATES	\$418,000

City Staff is in agreement that both additive alternates should be added to the scope of the work, resulting in an increase of \$418,000 to the base bid price of \$22,672,000, for a total contract price of \$23,090,000.

The purpose of the project is to increase the City's ability to effectively receive, treat, and discharge treated wastewater. The project consists of the following components:

1. Headworks (Fine Screens and Screening Washer/Compactors)
2. Influent Pump Station No. 3
3. Yard Structures
4. Aeration Basins No. 6 and No. 7
5. Blower Building No. 2
6. Modifications to Primary Flotators No. 1 and No. 2
7. Aluminum Flat Truss Supported Cover over Equalization Basin No. 1
8. Replacement of Digester No. 4 Cover
9. Electrical Building No. 6
10. Electrical Building No. 7
11. Primary Electrical Service Switch Gear Modifications
12. Medium Voltage Electrical Distribution System and Ductbanks
13. Standby Power Generator
14. Additions and modifications to yard piping system
15. Additions and modifications to electrical systems
16. Additions and modifications to instrumentation systems
17. Additions and modifications to grading, paving and drainage system
18. Repair and reconstruction to existing improvements affected by the work and all work necessary to render the facility complete and operational.
19. Fine Bubble Membrane Diffuser Replacement: Aeration Basins No. 1 through No. 5

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) The City Council authorized the advertisement for construction proposals in the February 14th, 2012 council meeting.
- C) Low interest (2.6%) Clean Water State Revolving Fund monies have been approved for use on this project.
- D) The improvements to the facility are needed to increase capacity for future growth and to upgrade and/or replace existing equipment in order to minimize

risk of failure of critical treatment systems and reduce long term maintenance costs.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

This project increases the City's ability to effectively receive, treat, and discharge treated wastewater.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency
\$24,965,000	\$23,090,000	\$1,875,000

Up to \$24,000,000 of eligible construction costs are reimbursable through the Clean Water State Revolving Funds (CWSRF) loan program. The City intends to pay the contractor's invoices directly using line item number 415-51-537.51270, "Headworks Construction," which has a budgeted amount for fiscal year 2012/13 of \$10,000,000. As construction progresses, the City will pay for each monthly invoice using its own funds in the line item shown above. The City will request reimbursements from the CWSRF loan program for all reimbursable project expenses, including contractor payments, such that the City will have sufficient funds to cover all outstanding invoices until such time that reimbursement is received through the CWSRF loan program. As this project is anticipated to last 18 to 24 months, additional monies will be budgeted in fiscal year 2013/2014.

The construction contingency fund is line item number 415-51-537.51270, "Contingency". The budgeted amount for fiscal year 2011/12 is \$1,875,000.

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 funding is available through Clean Water State Revolving Funds for the construction of the project.

Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment
Expansion - Phase 1

City Project No. 0751





Council Synopsis

8C

June 12, 2012

From: Mike Pitcock, Director of Development Services

Prepared by: Maryn Pitt, Housing Program Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City of Turlock to assume all rights, title and interest from the Stanislaus Community Assistance Project (SCAP) Homeless Prevention and Rapid Re-Housing Grant in the amount of \$284,018 and authorizing the City Manager to execute an assignment and assumption agreement and all HPRP documents and any amendments thereto to effectuate the HPRP contract with the State of California Department of Housing and Community Development

Resolution: Appropriating \$284,018 to account number 257-41-489.47211 "Homeless Prevention and Rapid Re-Housing Grant Expenses" funded by revenue received in account number 257-41-489.34140 "Homeless Prevention and Rapid Re-Housing Grant"

Motion: Approving the Memorandums of Understanding between the City of Turlock and each of the three (3) service providers; Children's Crisis Center, We Care, and Samaritan Foundation as described in Exhibit A

2. DISCUSSION OF ISSUE:

On February 17, 2009, President Obama signed the American Recovery and Reinvestment Act of 2009, which includes \$1.5 billion for a Homelessness Prevention Fund. Funding for this program, called the Homelessness Prevention and Rapid Re-Housing Program (HPRP), is being distributed based on the formula used for the Emergency Shelter Grants (ESG) program.

The City of Turlock joined in a collaborative grant application with United Samaritan Foundation, We Care, Children's Crisis Center and the Stanislaus County Community Assistance Project (SCAP), which served as the lead agency for the competitive application. The collaboration was awarded the maximum grant of \$1,500,000. in November 2009.

The purpose of the HPRP program has been to provide homelessness prevention assistance for households who would otherwise become homeless and provide assistance to rapidly re-house people who, through these difficult

economic times, have become homeless. HUD and HCD have given local grantees the ability to design the programs to fit their local needs. However, the funds of this program are intended to target two populations of persons facing housing instability. First, the program is to target individuals and families who are currently in housing but are at risk of becoming homeless and need temporary assistance to maintain housing. The second target group is to provide financial assistance to individuals and families who are experiencing homelessness (as defined by the McKinney-Vento Homeless Assistance Act) and need temporary assistance in order to obtain, remain or maintain housing.

The funds under this program are intended to target individuals and families who would be homeless but for this assistance. The funds will provide for a variety of assistance, including: short-term or medium-term rental assistance and housing relocation and stabilization services, including such activities as mediation, credit counseling, security or utility deposits, utility payments, moving cost assistance, and case management.

Up until March 2012, the Stanislaus Community Assistance Project (SCAP) served as the lead agency for the grant and its reporting requirements. Each of the cooperating entities of the grant played specific roles, depending on the constituencies they serve. Specifically, the role of the City of Turlock Housing Program has been to perform Community Outreach and engagement as well as some pre-screening efforts. Given the difficulties that SCAP has experienced, the Department of Housing and Community Development approached the collaborators on the grant to complete the expenditure of grant funds.

To date, approximately \$1.25 million in HPRP funds has been expended. All grant funds must be expended by the end of September 2012 and may be used for services or assistance designed to publicize the availability of programs to make persons who are homeless or almost homeless aware of these and other available services and programs. In addition, the City of Turlock will also provide office space in the housing program Services Offices for a Children's Crisis Center case worker to be onsite two days a week to handle case management and intake.

The Housing Program Services Division is continuously seeking outside funding sources and improving its programs. This allows the City to expand and enhance housing related services to the community.

3. BASIS FOR RECOMMENDATION:

Funding will allow the City of Turlock Housing Program Services the opportunity to complete the original grant and expend the grant balance of \$284,018 for the benefit of the community.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

Fiscal Impact

There will be no impact to the General Fund. Appropriating \$284,018 to Fund 257-41-489.47211 "Homelessness Prevention and Rapid Re-Housing Grant Expenses" funded by revenue received in Fund 257-41-489.34140 "Homelessness Prevention and Rapid Re-Housing Grant".

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

HPRP funds are exempt from the provisions of the California Environmental Quality Act (CEQA).

7. ALTERNATIVES:

Do not execute the Memorandum of understanding and forego the funding, thus not providing homeless prevention services and assistance to members of the Turlock Community in need.



AGREEMENT BETWEEN THE CITY OF TURLOCK
AND
CHILDREN'S CRISIS CENTER
FOR THE TURLOCK HOMELESS PREVENTION AND RAPID RE-HOUSING (HPRP)
GRANT PROJECT

This agreement is made by and between the city of Turlock, a municipal corporation, hereinafter referred to as "Lead Agency" and the Children's Crisis Center, a member of the Stanislaus Housing and Support Services Collaborative Committee (SHSSCC) Continuum of Care (CoC), hereinafter referred to as "Service Provider" for the provision of services under the Turlock Homeless Prevention and Rapid Re-Housing Grant (HPRP) Project, hereinafter referred to as the "Project."

The Lead Agency and the Service provider shall enter into this Agreement with the understanding that the Lead Agency will accept and assume the Turlock HPRP grant agreement in collaboration with the Service Provider and the other members of the Project.

It is further agreed that:

1. The Lead Agency has received funding from the State of California Department of Housing and Community Development (HCD) for the purpose of funding support services to prevent homelessness and to move homeless persons into stabilized housing.
2. The Service Provider has the expertise and capacity to provide these specialized services and to meet the outcomes outlined in the grant agreement.
3. The Lead Agency and Service Provider are putting forth coordinated efforts with the local SHSSCC Continuum of Care (CoC) to ensure that HPRP activities are aligned with the CoC's priorities and strategies for preventing and ending homelessness.
4. The Project is a collaboration of CoC members that provide homeless services within the City of Turlock.
5. The Lead Agency and Service provider are required to utilize a Homeless Management Information System (HMIS) for data collection and evaluation.
6. The activities provided by the Lead Agency will include, but may not be limited to, approval of third party payments for all eligible HPRP financial assistance on behalf of program participants.
 - A. Financial Assistance
 - Security deposits
 - Rental assistance, including up to 6 months of rental arrears
 - Utility deposits

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- Utility payments, including up to 6 months of utility arrears
- Moving cost assistance
- Motel/hotel vouchers
- Habitability inspection costs

B. Housing Relocation and Stabilization Services

- Outreach and engagement to ensure residents of Turlock are aware of Project and services.

C. Data Collection and Evaluation

- Obtain, consolidate and report demographic data regarding Project participants and Project outcomes collected from HMIS as specified by the U.S. Department of Housing and Urban Development (HUD) and HCD.

D. Grant Administration

- Enter into a standard agreement with HCD on behalf of the Project; shall report on the eligible activities performed by the Lead Agency and the Partner Agencies; meet all fiscal monitoring, reporting and grant administration requirements set forth by U.S. Department of Housing and Urban Development (HUD) and HCD.
- Complete any funds requests in accordance with the approved drawdown schedule.
- Allocate funds to the Service Provider based on grant award and Service Provider budget.
- Pay vendors for valid purchases made by Service Provider.
- Accounting for the use of grant funds

E. In-Kind Donation

- Office space to be utilized by Service Provider to conduct client intake for the Project period.

7. The Service Provider shall:

A. Provide significant HPRP eligible activities within an approved HPRP budget which will include, but may not be limited to:

- Case management
- Outreach and engagement
- Housing search and placement
- Data collection and evaluation

B. Comply with all provisions, and perform all work, and to provide all such duties and services in a professional and diligent manner.

- C. Utilize the Individualized Housing Plan (Plan) created by the Project to follow each client and their HPRP eligible activities agreed upon between the client and the Service Provider. The plan should be the primary document used to identify program compliance with HPRP and HCD requirements.
 - D. Expend 100% of the funds by September 10, 2012.
8. The term on this Agreement shall begin on June 12, 2012 and terminate on September 30, 2012. Service Provider shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Service Provider specifically acknowledges that in entering into and executing this Agreement, Service Provider relies solely upon the provisions contained in this Agreement and no others. Inasmuch as this agreement is intended to secure the specialized services of the Service Provider, the Service Provider may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the Lead Agency.
 9. Both parties agree to maintain the confidentiality of any information that may be obtained with this work.
 10. It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that Service Provider is, and shall remain throughout the term of this Agreement, an independent provider. Service Provider agrees that he is not, and will not become, an employee, partner, agent or principal of the City of Turlock while this agreement is in effect. Service Provider agrees that he is not entitled to the rights or benefits afforded to the Lead Agency's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Service Provider is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement.
 11. Service Provider is responsible for providing, at its own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for itself and for its employees.
 12. Both parties agree to maintain the confidentiality of any information that may be obtained with this work. However, Service Provider shall maintain records on eligibility which the Lead Agency shall have access to in order to complete reporting requirements.
 13. Both parties agree to comply with all requirements that are , or which may thereafter be, imposed by HUD, as well as such requirements as may be imposed by the Project.
 14. Both parties agree that no person on the grounds of race, color, religion, national origin, sex, sexual orientation, disability, age, marital status or political affiliation shall be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with HUD funds.

15. Both parties agree to maintain a drug free work place policy and to comply with the Drug-Free Workplace Act of 1988.
16. Both parties agree to follow all local, state, and federal rules and regulations regarding Conflicts of Interests.
17. Both parties shall hold harmless, defend and indemnify the other party, its City Council, officers, employees and agents from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons or damage of any property which arises out of or is any way connected with the performance of this Agreement.

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

CHILDREN'S CRISIS CENTER:

Colleen Garcia, Executive Director

Date

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



AGREEMENT BETWEEN THE CITY OF TURLOCK
AND
UNITED SAMARITANS FOUNDATION
FOR THE TURLOCK HOMELESS PREVENTION AND RAPID RE-HOUSING (HPRP)
GRANT PROJECT

This agreement is made by and between the CITY OF TURLOCK, a municipal corporation, hereinafter referred to as "Lead Agency" and the UNITED SAMARITAN FOUNDATION, a member of the Stanislaus Housing and Support Services Collaborative Committee (SHSSCC) Continuum of Care (CoC), hereinafter referred to as "Service Provider" for the provision of services under the Turlock Homeless Prevention and Rapid Re-Housing Grant Project, hereinafter referred to as the "Project."

The Lead Agency and the Service provider shall enter into this Agreement with the understanding that the Lead Agency will accept and assume the existing HPRP grant for Turlock in collaboration with the Service Provider and the other members of the Project.

It is further agreed that:

1. The Lead Agency has received funding from the State of California Department of Housing and Community Development (HCD) for the purpose of funding support services to prevent homelessness and to move homeless persons into stabilized housing.
2. The Service Provider has the expertise and capacity to provide these specialized services and meet the outcomes outlined in the grant agreement.
3. The Lead Agency and Service Provider are putting forth coordinated efforts with the local SHSSCC Continuum of Care (CoC) to ensure that HPRP activities are aligned with the CoC's priorities and strategies for preventing and ending homelessness.
4. The Project is a collaboration of CoC members providing homeless services within the boundaries of the City of Turlock.
5. The Lead Agency and Service provider are required to utilize a Homeless Management Information System (HMIS) for data collection and evaluation.

The activities provided by the Service Provider will include, but may not be limited to:

- A. Housing Stabilization & Relocation Services
 - Outreach and engagement
- B. Data Collection and Evaluation
 - Data collection and evaluation costs

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The activities provided by the Lead Agency will include, but may not be limited to:

- A. Financial Assistance
 - Habitability inspection costs
- B. Housing Relocation and Stabilization Services
 - Outreach and engagement
 - Legal services
 - Credit repair
- C. Data Collection and Evaluation
 - Data collection and evaluation costs
 - HMIS staffing costs
- D. Grant Administration
 - Accounting for the use of grant funds
 - Preparing reports for submission to HUD and HCD

6. The Lead Agency shall:

- A. Complete any funds requests in accordance with the approved drawdown schedule.
- B. Obtain, consolidate and report all data from all partners of the Project.
- C. Allocate funds to the Service Provider based on grant award and Service Provider budget.
- D. Enter into a standard agreement with HCD on behalf of the Project; shall report on the eligible activities performed by the Lead Agency and the Service Providers; meet all fiscal monitoring, reporting and grant administration requirements set forth by U.S. Department of Housing and urban Development (HUD) and HCD.
- E. Pay vendors for valid purchases made by Service Provider.

7. The Service Provider shall:

- A. Provide significant HPRP eligible activities within an approved HPRP budget.
- B. Comply with all provisions, and perform all work, and to provide all such duties and services in a professional and diligent manner.
- C. Housing Stabilization & Relocation Services
 - a. Outreach and engagement
 - b. Data Collection and Evaluation

D. Expend 100% of the funds by September 30, 2012.

8. The term on this Agreement shall begin on June 12, 2012 and terminate on September 30, 2012. Service Provider shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Service Provider specifically acknowledges that in entering into and executing this Agreement, Service Provider relies solely upon the provisions contained in this Agreement and no others. Inasmuch as this agreement is intended to secure the specialized services of the Service Provider, the Service Provider may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the Lead Agency.
9. Both parties agree to maintain the confidentiality of any information that may be obtained with this work.
10. It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that Service Provider is, and shall remain throughout the term of this Agreement, an independent provider. Service Provider agrees that he is not, and will not become, an employee, partner, agent or principal of the City of Turlock while this agreement is in effect. Service Provider agrees that he is not entitled to the rights or benefits afforded to the Lead Agency's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Service Provider will be reimbursed for all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement.
11. Service Provider is responsible for providing, at its own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for itself and for its employees.
12. Both parties agree to maintain the confidentiality of any information that may be obtained with this work. However, Service Provider shall maintain records on eligibility which the Lead Agency shall have access to in order to complete reporting requirements.
13. Both parties agree to comply with all requirements that are , or which may thereafter be, imposed by HUD, as well as such requirements as may be imposed by the Project.
14. Both parties agree to adhere to all applicable local, state, and federal Fair Housing and Civil Rights Laws that no person on the grounds of race, color, religion, national origin, sex, sexual orientation, disability, age, marital status or political affiliation shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HUD funds.
15. Both parties agree to maintain a drug free work place policy and to comply with the Drug-Free Workplace Act of 1988.

16. Both parties agree to follow all local, state, and federal rules and regulations regarding Conflicts of Interests.

17. Both parties shall hold harmless, defend and indemnify the other party, its City Council, officers, employees and agents from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons or damage of any property which arises out of or is any way connected with the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth below.

SERVICE PROVIDER/UNITED SAMARITAN FOUNDATION:

Barbara Bawanan, Executive Director

Date

LEAD AGENCY/CITY OF TURLOCK, A municipal corporation

Roy W. Wasden, City Manager

Date

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



AGREEMENT BETWEEN THE CITY OF TURLOCK
AND
WE CARE
FOR THE TURLOCK HOMELESS PREVENTION AND RAPID RE-HOUSING (HPRP)
GRANT PROJECT

This agreement is made by and between the CITY OF TURLOCK, A MUNICIPAL CORPORATION, hereinafter referred to as "Lead Agency" and the WE CARE, a member of the Stanislaus Housing and Support Services Collaborative Committee (SHSSCC) Continuum of Care (CoC), hereinafter referred to as "Service Provider" for the provision of services under the Turlock Homeless Prevention and Rapid Re-Housing Grant Project, hereinafter referred to as the "Project."

The Lead Agency and the Service provider shall enter into this Agreement with the understanding that the Lead Agency will accept and assume the existing HPRP grant for Turlock in collaboration with the Service Provider and the other members of the Project.

It is further agreed that:

1. The Lead Agency has received funding from the State of California Department of Housing and Community Development (HCD) for the purpose of funding support services to prevent homelessness and to move homeless persons into stabilized housing.
2. The Service Provider has the expertise and capacity to provide these specialized services and meet the outcomes outlined in the grant agreement.
3. The Lead Agency and Service Provider are putting forth coordinated efforts with the local SHSSCC Continuum of Care (CoC) to ensure that HPRP activities are aligned with the CoC's priorities and strategies for preventing and ending homelessness.
4. The Project is a collaboration of CoC members providing homeless services within the City of Turlock.
5. The Lead Agency and Service provider are required to utilize a Homeless Management Information System (HMIS) for data collection and evaluation.

The activities provided by the Service Provider will include, but may not be limited to:

- A. Financial Assistance
 - Short-term rental assistance
 - Medium-term rental assistance
 - Rental arrears
 - Security deposits
 - Utility deposits
 - Utility payments
 - Moving cost assistance
 - Motel/hotel vouchers
 - Habitability inspection cost
- B. Housing Relocation and Stabilization Services
 - Case management
 - Outreach and engagement
 - Legal services
 - Credit repair
- C. Data Collection and Evaluation
 - Data collection and evaluation costs
 - HMIS staffing costs

The activities provided by the Lead Agency will include, but may not be limited to:

- A. Financial Assistance
- C. Data Collection and Evaluation
 - Data collection and evaluation costs

- HMIS staffing costs
- D. Grant Administration
- Accounting for the use of grant funds
 - Preparing reports for submission to HUD and HCD
6. The Lead Agency shall:
- A. Complete any funds requests in accordance with the approved drawdown schedule.
 - B. Obtain, consolidate and report all data from all partners of the Project.
 - C. Allocate funds to the Service Provider based on grant award and Service Provider budget.
 - D. Enter into a standard agreement with HCD on behalf of the Project; shall report on the eligible activities performed by the Lead Agency and the Partner Agencies; meet all fiscal monitoring, reporting and grant administration requirements set forth by U.S. Department of Housing and urban Development (HUD) and HCD.
 - E. Pay vendors for valid purchases made by Service Provider.
7. The Service Provider shall:
- A. Provide significant HPRP eligible activities within an approved HPRP budget.
 - B. Comply with all provisions, and perform all work, and to provide all such duties and services in a professional and diligent manner.
 - C. Utilize the Individualized Housing Plan (Plan) created by the Project to follow each client and their HPRP eligible activities agreed upon between the client and the Service Provider. The plan should be the primary document used to identify program compliance with HPRP and HCD requirements.
 - D. Expend 100% of the funds by September 30, 2012.
8. The term on this Agreement shall begin on May 21, 2012 and terminate on September 30, 2012. Service Provider shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Service Provider specifically acknowledges that in entering into and executing this Agreement, Service Provider

relies solely upon the provisions contained in this Agreement and no others. Inasmuch as this agreement is intended to secure the specialized services of the Service Provider, the Service Provider may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the Lead Agency.

9. Both parties agree to maintain the confidentiality of any information that may be obtained with this work.

10. It is specifically and expressly understood between the parties that this Agreement creates no relationship of employer/employee between the parties and that Service Provider is, and shall remain throughout the term of this Agreement, an independent provider. Service Provider agrees that he is not, and will not become, an employee, partner, agent or principal of the City of Turlock while this agreement is in effect. Service Provider agrees that he is not entitled to the rights or benefits afforded to the Lead Agency's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Service Provider is responsible to pay or provide from his own expense, all federal and state income taxes, including estimated taxes, social security, and any other payroll tax obligations that he may owe as a result of compensation received for services rendered pursuant to this Agreement.

11. Service Provider is responsible for providing, at its own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for itself and for its employees.

12. Both parties agree to maintain the confidentiality of any information that may be obtained with this work. However, Service Provider shall maintain records on eligibility which the Lead Agency shall have access to in order to complete reporting requirements.

13. Both parties agree to comply with all requirements that are, or which may thereafter be, imposed by HUD, as well as such requirements as may be imposed by the Project.

14. Both parties agree that no person on the grounds of race, color, religion, national origin, sex, sexual orientation, disability, age, marital status or political affiliation shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HUD funds.

15. Both parties agree to maintain a drug free work place policy and to comply with the Drug-Free Workplace Act of 1988.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE } RESOLUTION NO. 2012-
CITY OF TURLOCK TO ASSUME ALL }
RIGHTS, TITLE AND INTEREST FROM THE }
STANSILAUS COMMUNITY ASSISTANCE }
PROJECT (SCAP) HOMELESS }
PREVENTION AND RAPID RE-HOUSING }
GRANT IN THE AMOUNT OF \$284,018 AND }
AUTHORIZING THE CITY MANAGER TO }
EXECUTE AN ASSIGNMENT AND }
ASSUMPTION AGREEMENT AND ALL }
HPRP DOCUMENTS AND ANY }
AMENDMENTS THERETO TO }
EFFECTUATE THE HPRP CONTRACT }
WITH THE STATE OF CALIFORNIA }
DEPARTMENT OF HOUSING AND }
COMMUNITY DEVELOPMENT }
DEPARTMENT }

WHEREAS, the State of California, Department of Housing and Community Development, Division of Financial Assistance ("Department"), issued a Notice of Funding Availability under the American Recovery and Reinvestment Act- Homeless Prevention and Rapid Re-Housing Program (HPRP); and

WHEREAS, Stanislaus Community Assistance Project (SCAP) currently has the HPRP grant award under the NOFA dated July 8, 2009 for \$1,500,000.00; and

WHEREAS, the City of Turlock Housing Program seeks to assume all rights, title and interest from SCAP remaining balance of in the amount of \$284,018 for expenditure in the City of Turlock and in cooperation with the grant service providers; and

WHEREAS, the State of California Department of Housing and Community Development consents to the assignment and assumption of the HPRP grant, the City of Turlock certifies that all uses of the funds will be in compliance with the HPRP Regulations and Contract terms.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City of Turlock to assume all rights, title, and interest from SCAP's HPRP grant with a remaining balance in the amount of \$284,018.

NOW, THEREFORE, BE IT FURTHER RESOLVED THAT the City Council hereby authorizes and directs its City Manager to execute an Assignment and Assumption Agreement, and all HPRP documents and any amendments thereto to effectuate the HPRP contract.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June, 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$284,018 TO ACCOUNT NUMBER }
257-41-489.47211 "HOMELESS }
PREVENTION AND RAPID REHOUSING }
GRANT EXPENSES" FUNDED }
BY REVENUE RECEIVED IN ACCOUNT }
NUMBER 257-41-489.34140 "HOMELESS }
PREVENTION AND RAPID REHOUSING }
GRANT" }

RESOLUTION NO. 2012-

WHEREAS, the State of California, Department of Housing and Community Development, Division of Financial Assistance ("Department"), issued a Notice of Funding Availability under the American Recovery and Reinvestment Act- Homelessness Prevention and Rapid Re-Housing Program (HPRP); and

WHEREAS, Stanislaus Community Assistance Project (SCAP) currently has the HPRP grant award under the NOFA dated July 8, 2009 for \$1,500,000.00; and

WHEREAS, the City of Turlock Housing Program seeks to assume all rights, title and interest from SCAP remaining balance of approximately \$284,018. for expenditure in the City of Turlock and in cooperation with the grant service providers; and

WHEREAS, the State of California Department of Housing and Community Development consents to the assignment and assumption of the HPRP grant, the City of Turlock certifies that all uses of the funds will be in compliance with the HPRP Regulations and Contract terms.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$284,018 to account number 257-41-489.47211 "Homeless Prevention & Rapid Re-Housing Grant Expenses" funded by revenue received in account number 257-41-489.34140 "Homeless Prevention & Rapid Re-Housing Grant".

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of June 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