

City Council Agenda



NOVEMBER 27, 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: 2012 CSU Stanislaus Warriors Men's Soccer Team
 - B. Presentation: Central San Joaquin Valley Risk Management Authority 2011-2012 Safety Award by Brian White, Fire Division Chief
 - C. Presentation: Business Incentive Program and Check Presentation to Susan Baker, Rad Rags Scrubs
3. **A. SPECIAL BRIEFINGS: None**

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.

B. STAFF UPDATES:

1. Turlock Police 2nd Quarter Report 2012 (*Jackson*)

C. PUBLIC PARTICIPATION

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

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

4. A. 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 10/25/12 in the amount of \$1,129,704.92; Demands of 11/1/12 in the amount of \$1,483,004.36; Demands of 11/8/12 in the amount of \$551,186.62
- B. Motion: Accepting Minutes of Regular Meeting of November 13, 2012
- C. Motion: Accepting improvements for City Project No. 12-37, "HVAC Replacement at the Senior Center," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Awarding bid and approving an agreement in the amount of \$10,250 (Fund 410 and 420) with Modesto Sand and Gravel, Modesto, California, for City Project No. 12-56, "Demolition of a Pole Barn at the Corporation Yard"
- E. Motion: Reaffirming the emergency declaration of the City Manager that there is a need to replace the roof at the Marty Yerby Center, without compliance to the formal competitive bid procedure
Motion: Awarding bid and approving an agreement in the amount of \$11,350 (Fund 301) with Econo-Roofing of Delhi, California, for City Project No. 12-51, "Re-roof of Marty Yerby Center "
- F. Motion: Accepting notification of Contract Change Order No. 1 in the credit amount of (\$71,000) from Fund 305 for City Project No. 0804B, "Turlock Public Safety Facility," Category 09 – Doors and Windows, bringing the contract total to \$1,132,203
- G. Motion: Approving the bid rejection from Republic ITS/Siemens as non-responsive and authorizing the City Manager to execute an agreement with Independent Electric, Inc., of Turlock, California, for the purchase of Cobra Head 85-watt induction streetlight fixtures, in an amount not to exceed \$30,000, for a period of twelve (12) months
- H. Resolution: Authorizing the acceptance of an allocation of funds, execution of a grant agreement and the commitments necessary to administer the "Distracted Driving High Visibility Enforcement Demonstration Project (DDHVEDP)" grant through the California Office of Traffic Safety (OTS), in an amount not to exceed \$12,070, and appropriating revenues and related expenditures in Fund 266 "Police Grants" for Fiscal Year 2012-13

- I. Resolution: Approving and supporting the request of the County of Stanislaus to expand the Stanislaus Enterprise Zone
- J. Motion: Rejecting Claim for Damages filed by Diana Chojczak

6. FINAL READINGS

- A. **Recommended Action:**
Ordinance: Amending Turlock Municipal Code Title 6, Chapter 4, Section 303(a)(14) regarding Prohibited Wastewater Discharges and Section 402 regarding Payment of Collection Charges as introduced at the November 13, 2012 meeting.
- B. **Recommended Action:**
Ordinance: Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2012-02 (Yosemite Farm Credit)] as introduced at the November 13, 2012 meeting.

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

- A. Request to accept the Capital Facility Fee Program report for Fiscal Year 2011-12. (Pitcock)
Recommended Action:
Motion: Accepting the Capital Facility Fee Program report for Fiscal Year 2011-12
- B. Request to approve the Convention and Visitors Bureau 2012 Budget and authorize the execution of any and all documents relative to the Convention and Visitors Bureau (CVB) including but not limited to any amendments to the current agreement. (Wasden)
Recommended Action:
Motion: Accepting the Convention and Visitors Bureau (CVB) 2012 Budget
Resolution: Authorizing the execution of any and all documents relative to the Convention and Visitors Bureau (CVB) including but not limited to any amendments to the current agreement

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

12. ADJOURNMENT

2A

IN HONOR OF

2012 CSU STANISLAUS WARRIORS MEN'S SOCCER TEAM

WHEREAS, the California State University, Stanislaus Warriors Soccer Team has completed their 2012 soccer season setting a new 12-5-3 school record; and

WHEREAS, this has been an exciting and hard-fought soccer season for the Warriors and Coach Dana Taylor; and

WHEREAS, the California State University, Stanislaus Warriors qualified for the National Collegiate Athletic Association Championships for the first time ever as a Division II program after impressive victories against top seeded schools in the California Collegiate Athletic Association Conference Championships; and

WHEREAS, the excellent performance, dedication, and commitment of these young men, along with their coaching staff, have proven to be a source of admiration and inspiration to the citizens of Turlock; and

WHEREAS, the team's accomplishments are consistent with Coach Taylor's dedication to academic excellence, personal growth, and team unity; and

WHEREAS, our City is proud of the record the Warriors have earned and the fine publicity they have brought to our community by their good sportsmanship and inspired team play.

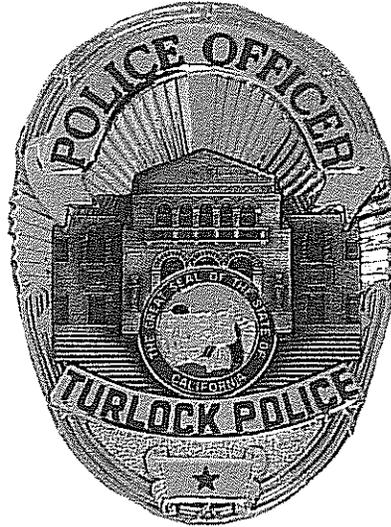
NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby honor the **2012 California State University, Stanislaus Men's Soccer Team and Coaching Staff** for their outstanding achievement and commend them for their outstanding display of sportsmanship and leadership in our community.

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 27th day of November, 2012.

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

3B1

TURLOCK POLICE DEPARTMENT



CALENDAR YEAR 2012 SECOND QUARTER REPORT APRIL - JUNE

Robert A. Jackson
Chief of Police

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"As Police Professionals, We Commit Ourselves To Public Safety, Service and Excellence."

GENERAL INFORMATION

Personnel Deployment

	Authorized	Filled
Total Sworn	78	76
Total Non-Sworn	44	40
Total Department Personnel	122	116
Total Part-Time	18	16

Total Arrests

	Apr - Jun 2011	Apr - Jun 2012	YTD Total 2011	YTD Total 2012	YTD Chg in %
Total Arrests	1,203	932	2,374	2,103	-11%

Response Times

From Call Received to Arrival of Officer 2nd Quarter 2011 vs. 2012					
Apr-Jun 2011	# Calls	Average Time	Apr-Jun 2012	# Calls	Average Time
Priority 1	162	0:06:27	Priority 1	170	0:07:13
Priority 2	700	0:10:48	Priority 2	951	0:15:49
Priority 3	4,126	0:34:06	Priority 3	4,298	0:37:55
Priority 4	1,047	0:42:01	Priority 4	969	0:51:38

Key: Priority 1 – Immediate threat to life
 Priority 2 – Immediate threat to property
 Priority 3 – Next available unit for non-emergency call
 Priority 4 – Low priority non-emergency call

Uniform Crime Reporting

The following chart provides a breakdown of **Part I Crimes** (excluding arson) for the current quarter compared to the same quarter of the previous calendar year as well as year to date (YTD) totals.

CATEGORY	Apr-Jun 2011	Apr-Jun 2012	2011 YTD	2012 YTD	% Of Difference Between 2011 YTD & 2012 YTD
Homicide	0	2	1	2	+100%
Rape	6	4	11	10	-9%
Robbery	30	25	50	53	+6%
Agg Assault	81	61	135	136	+1%
Burglary	161	188	328	330	+1%
Larceny	373	305	728	617	-15%
Vehicle Theft	107	97	179	203	+13%
TOTAL	758	682	1,432	1,351	-6%

SUPPORT OPERATIONS DIVISION

2nd Quarter Overtime Report (Reflects Fiscal Year-to-Date) PAID OVERTIME HOURS					
DIVISION/BUREAU	APR-JUN 2011	APR-JUN 2012	FISCAL YTD 2010/2011	FISCAL YTD 2011/2012	% DIFF. 2012 vs 2011 QUARTER
Field Operations	2683.09	2470.36	9749.98	9484.42	-8%
Special Operations	1101.16	1136.16	4358.18	4034.16	+3%
Support Operations	972.16	938.79	3343.67	4267.38	-3%
TOTAL	4756.41	4545.31	17451.83	17785.96	-4%

SPECIAL OPERATIONS DIVISION

Professional Standards

Pursuits

Date	Violation	Disposition of Suspect
4-1-12 @ 1624 hrs.	Stolen license plate/probable stolen vehicle.	Suspect arrested.
4-15-12 @ 0406 hrs.	Excessive speed.	Suspect got away.
5-4-12 @ 0348 hrs.	Lights required during hours of darkness.	Suspect arrested.
6-7-12 @ 0550 hrs.	Reckless driving.	Suspect got away.
6-29-12 @ 0320 hrs.	Suspicious persons hanging around a vehicle.	Suspect arrested.
6-30-12 @ 2354 hrs.	Excessive speed.	Driver was released, no charges filed due to medical emergency.

Use of Force

Officer Involved Use of Force	Apr-Jun 2011	Apr-Jun 2012	2011 YTD	2012 YTD	% of change between 2012 vs. 2011 YTD
Number of Incidents	10	7	16	11	-31%
Number of Arrests	1,096	932	2,267	2,103	-7%
% of Force Used by Officers	1%	.7%	.7%	.5%	

Citizen Complaints/Administrative Investigations and Inquires

Type	Apr	May	Jun	Total
Administrative Investigation	1	0	2	3
Citizen Complaint	0	0	0	0
Totals	1	0	2	

Permits Processed and Issued

Type	Apr	May	Jun	Total
Card Room Dealer	1	6	7	14
Card Room Manager	0	0	0	0
Card Room Supervisor	0	0	0	0
Card Room Cashier	3	0	1	4
Card Room Maintenance	0	0	0	0
Card Room Chip Runner	0	0	0	0
Card Room Waitress	3	2	1	6
Card Room Security	0	2	2	4
Fortune Telling	0	1	0	1
Massage Establishment	2	0	1	3
Massage Therapist	2	2	3	7
Firearms Sales	0	0	1	1
Second Hand Dealer	1	1	1	3
Junk/Scrap Dealer	0	0	0	0
Dance Permit	0	1	0	1
Ice Cream Vendor	2	2	2	6
Itinerant Vendor	0	0	0	0
Concealed Weapon	2	0	0	2
Taxi Cab Drivers	0	2	1	3
Tow Truck Drivers	0	1	30	31
Totals	16	20	50	86

Note: The permit process includes a required background check of each applicant and in most cases a site inspection of the business.

The following is a breakdown of the background investigation activities during the months of April through June 2012. Because of the ongoing nature of background investigations, a number of background investigations were received prior to this quarter but completed this quarter. These are labeled, carryover investigations. The remainder of the background investigations were received this quarter. These are labeled, received investigations.

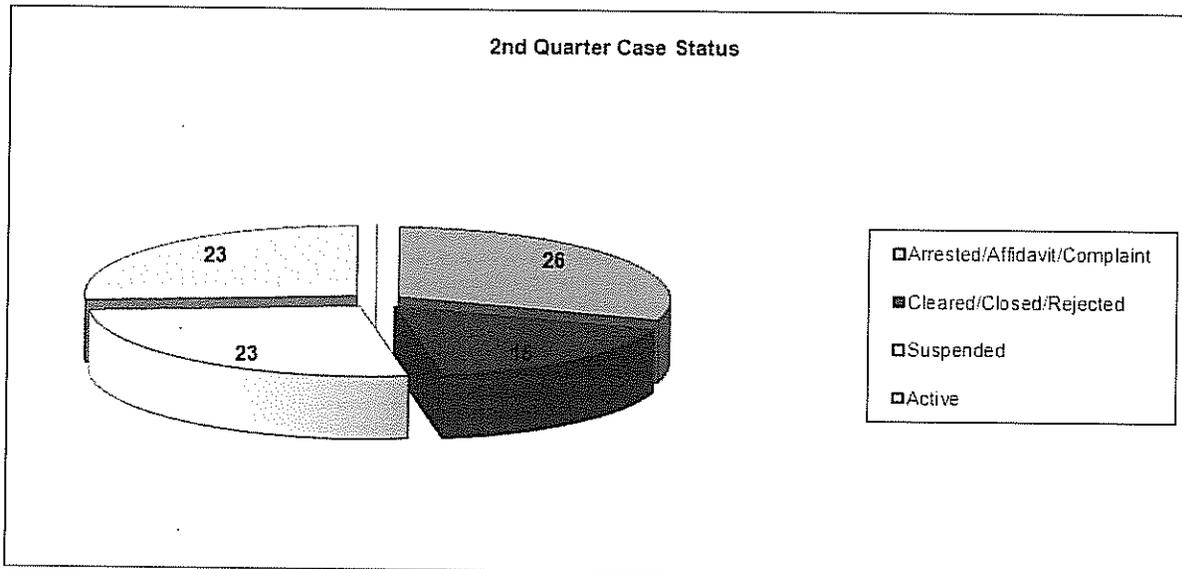
Background Investigations

Type	Number	Completed	Continuing	Qualified	Disqualified	Withdrew
Police Officer						
Carry Over	8	8	0	4	1	1
Received	0	0	0	0	0	0
Totals	8	8	0	4	1	1
Non-Sworn						
Carry Over	1	1	0	1	0	0
Received	3	2	1	1	1	0
Totals	4	3	1	2	1	0
Volunteer						
Carry Over	1	1	0	1	0	0
Received	10	9	1	5	3	0
Totals	11	10	1	6	3	0
Fire Fighters						
Carry Over	0	0	0	0	0	0
Received	0	0	0	0	0	0
Totals	0	0	0	0	0	0
GRAND TOTALS	23	21	2	12	5	1

Investigations Unit

SUMMARY AND SIGNIFICANT EVENTS

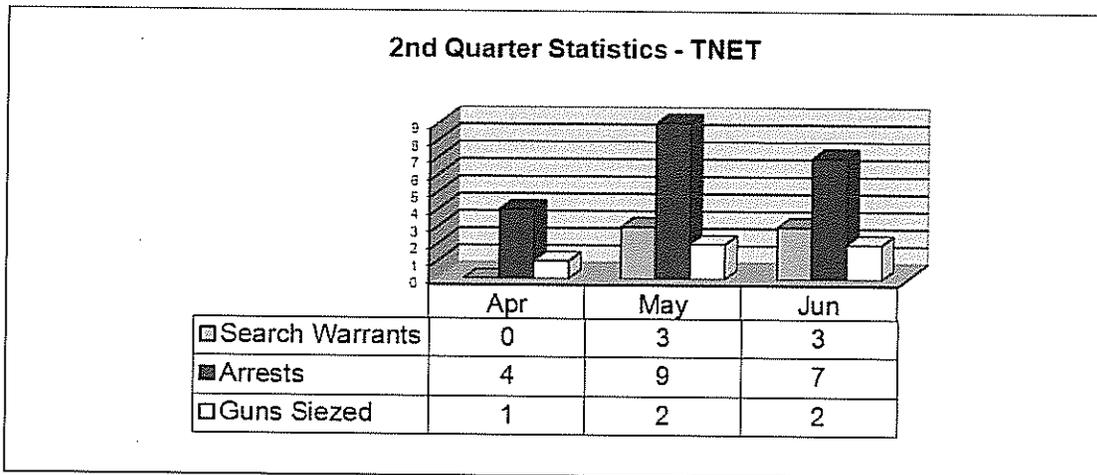
Assigned Cases – 2nd Quarter 2012				
	Apr	May	Jun	Total
Assigned	36	33	18	87
Arrested/Affidavit/Complaint	12	9	5	26
Cleared/Closed/Rejected	3	7	5	15
Suspended	10	11	2	23
Clearance Rate of Assigned Cases, 2nd Quarter	42%	48%	56%	47%



HIGHLIGHTS

- ❖ Detectives responded to an officer involved shooting in April
- ❖ Detectives investigated a gang related homicide in May

Turlock Narcotic Enforcement Team - (T.N.E.T.)



Neighborhood Preservation

Activity	Apr		May		Jun		YTD Total		YTD % Chg
	2011	2012	2011	2012	2011	2012	2011	2012	
Abandoned Vehicle Abatement (AVA-Public Only)	2	2	4	4	1	5	16	14	-13%
Abandoned Vehicle Abatement (AVA-Private Only)	6	5	21	17	9	15	73	52	-29%
Weeds/Grass Complaints	205	172	104	52	103	32	714	325	-54%
Refuse Complaints	43	23	26	13	55	19	265	109	-59%
Misc. Complaints	20	13	15	10	34	20	242	91	-62%
Shopping Carts Abated	12	19	36	45	22	22	125	145	+16%
Garage Sales/Permits Sold	160	159	200	216	211	240	737	836	+13%
Noise Permits	2	0	0	0	1	1	4	1	-75%
Residentially Challenged Calls	4	3	7	5	5	3	24	21	-13%
Signs Abated	186	194	332	304	234	283	1238	1057	-15%
Unfounded Complaints	10	5	3	7	11	6	46	27	-41%
Internet on-line Complaints	32	21	25	27	32	18	137	134	-2%
Graffiti Abated by staff/volunteers	60	85	77	97	61	68	404	500	+24%
Telephone Calls	234	188	172	259	165	222	1568	1066	-32%
TOTAL	976	889	1022	1056	944	954	5593	4378	-22%

Animal Services

ACTIVITY	APR		MAY		JUN		2 ND QTR TOTAL	
	2011	2012	2011	2012	2011	2012	2011	2012
DOGS								
Impounded	111	113	122	105	122	98	355	316
Euthanized	41	41	36	43	36	26	113	110
Adopted	44	48	66	36	39	31	149	115
Returned to Owner	22	16	18	22	34	25	74	63
Remain in Shelter	4	8	1	2	11	10	16	20
CATS								
Impounded	157	129	209	220	213	228	579	577
Euthanized	143	95	190	190	194	197	527	482
Adopted	11	24	14	22	15	25	40	71
Returned to Owner	1	4	3	8	2	1	6	13
OTHER SERVICES								
Service Calls	291	394	309	335	307	336	907	1,065
Bites Handled	7	11	10	17	14	8	31	36
Home Quarantine	2	2	1	7	8	1	11	10
Shelter Quarantine	5	6	9	8	6	7	20	21
Licenses Sold	4,548	6,883	5,323	5,009	5,569	6,644	15,440	18,536
Citations	16	21	11	43	12	31	39	95
Notices of Violation	28	21	28	24	21	19	77	64

VOLUNTEER AND DONATION HIGHLIGHTS

ACTIVITY	APR		MAY		JUN		2 ND QTR TOTAL	
	2011	2012	2011	2012	2011	2012	2011	2012
VOLUNTEERS								
AWP'S	1,680	1,528	1,736	1,048	1,736	640	5,152	3,216
Community Service Hours	0	0	0	0	0	0	0	0
TOTAL SAVINGS IN DOLLARS	\$3,440	\$12,224	\$13,888	\$8,384	\$13,888	\$5,120	\$31,216	\$25,728
PET FOOD								
Pet Food in lbs	556	257	585	895	191	938	1,332	2,090
TOTAL SAVINGS IN DOLLARS	\$834	\$388	\$904	\$1,298	\$287	\$1,797	\$2,025	\$3,483

FIELD OPERATIONS DIVISION

Traffic Safety Unit

Top Collision Intersections 2nd QTR 2012
Fulkerth/N. Tully (4)
Golden State/Marshall (4)
(All other intersections had less than two collisions)

Top Primary Collision Factors (PCF) or Causes of Collisions 2nd QTR 2012
Basic Speed (51)
Unsafe Turning Movement (33)
Stop Sign Violation (24)
Red Light (18)
Stop Requirement (12)
Left Turn Failure to Yield (12)

Top Traffic Citations Issued 2nd Qtr 2012*
Basic Speed (164)

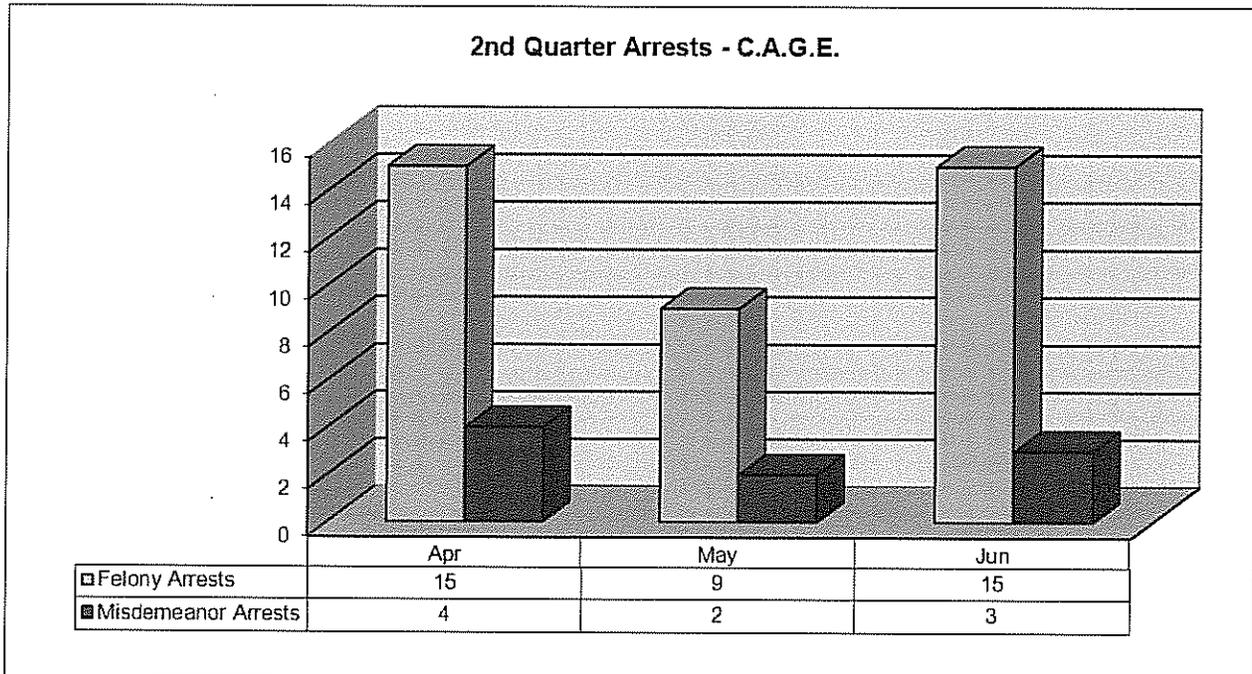
**Citations issued are the result of directed enforcement to specific causes of collisions and do not represent citations issued at specific locations or relate to the number of instances where a specific cause was determined.*

CITATIONS/COLLISIONS/DUI ARRESTS

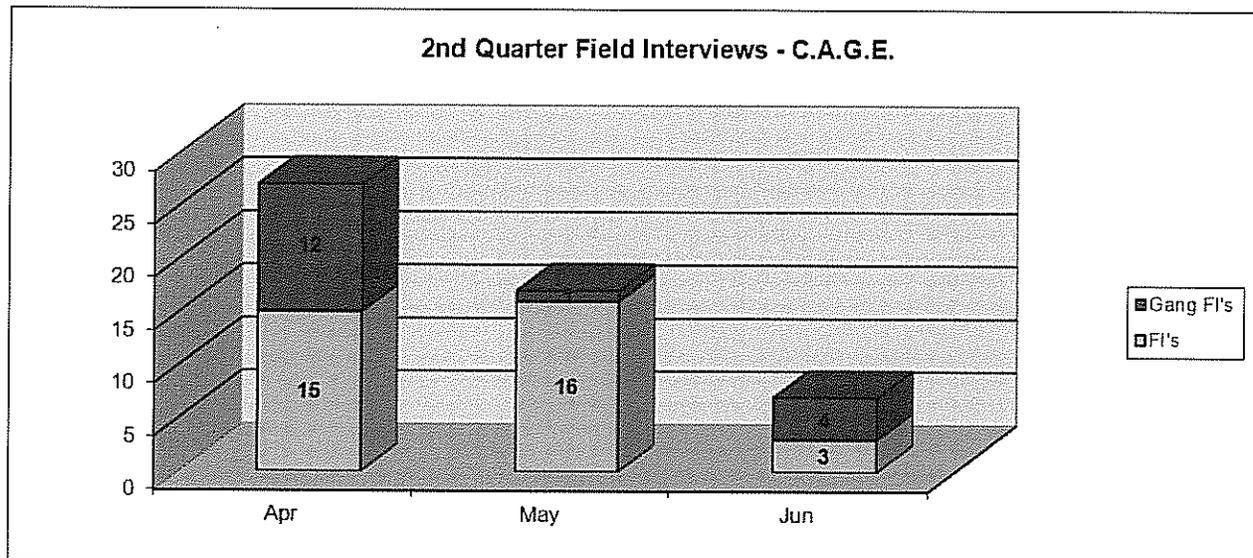
	Apr-Jun 2011	2011 YTD	Apr-Jun 2012	2012 YTD	2011 vs. 2012 % Diff
Moving Citations	1157	2471	279	426	-83%
Driving Under the Influence - Arrests No Collision	60	115	40	80	-30%
Total Reportable Collisions	150	308	190	344	+12%
Traffic Collisions – Non Injury	77	177	135	250	+41%
Traffic Collisions – Injury	73	131	55	93	-29%
Traffic Collisions – Fatalities	0	0	0	1	+100%

Criminal Apprehension & Gang Enforcement - (C.A.G.E.)

The Criminal Apprehension & Gang Enforcement Team was deployed early 2009 and is designed to proactively address serious and gang related crimes. By being free of calls for service, CAGE has rapid response capabilities as well as time to seek out career criminals.



The field interview is an important point of contact for officers in preventing and investigating criminal activity. The police activity of inquiring into a person's identity and the reason for his presence at an unusual time and/or place or under suspicious circumstances plays an important role in the prevention of crime and the apprehension of criminals.



VOLUNTEERS IN POLICE SERVICE – (V.I.P.S.)

Volunteers in Police Service (V.I.P.S.) are an essential part of the Turlock Police Department. Volunteers assist with a multitude of responsibilities that help free paid personnel to assist in other areas of the Department and the community. Volunteers regularly provide assistance at community events such as parades and the county fair. Without the V.I.P.S. Program, the Turlock Police Department would be hard pressed to accommodate requests for several of these events due to the staffing level they require. Volunteers continue to be vital to the success of the Turlock Police Department.

Activity	Apr	May	Jun	Qtr to Date	Year to Date
Number of Patrol Shifts	30	36	33	99	204
Volunteer Hours	842	812	709	2,363	4,871
Emergency Call Out Hours	70	98	0	168	256
Special Event Requests	5	7	5	17	25
Garage Sale Permits	12	1	1	14	23
Parking Citations	1	0	0	1	8
Extra Patrols	0	0	0	0	0
House Checks	3	0	1	4	4
TOTAL	963	954	749	2,666	5,391

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 10/25/12 IN THE AMOUNT OF }
\$1,129,704.92; DEMANDS OF 11/1/12 IN }
THE AMOUNT OF \$1,483,004.36; DEMANDS }
OF 11/8/12 IN THE AMOUNT OF \$551,186.62 }
_____ }

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:
10/25/12	\$1,129,704.92
11/1/12	\$1,483,004.36
11/8/12	\$551,186.62

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of November, 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: 10/19/2012 - To Payment Date: 10/25/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
90707	10/23/2012	Open			Utility Management Refund	CONTRERAS, ENDRIQUE	\$84.96		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$84.96	
90708	10/23/2012	Open			Utility Management Refund	ENGELHARDT, ALBERT	\$15.96		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$15.96	
90709	10/23/2012	Open			Utility Management Refund	GONZALEZ, STEPHEN	\$175.88		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$175.88	
90710	10/23/2012	Open			Utility Management Refund	HENSLEY PROPERTIES	\$65.06		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$65.06	
90711	10/23/2012	Open			Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	\$22.42		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$22.42	
90712	10/23/2012	Open			Utility Management Refund	MENESES, ROSE, MARIE	\$65.42		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$65.42	
90713	10/23/2012	Open			Utility Management Refund	RUSSELL, RICHARD, A	\$160.30		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$160.30	
90714	10/25/2012	Open			Accounts Payable	A & A PORTABLES INC	\$319.71		
	Paying Fund			Cash Amount					
	301 - Capital Improvement			301.11000 (Cash)				\$319.71	
90715	10/25/2012	Open			Accounts Payable	ACCOMTEMPMS INC	\$279.84		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$139.92	
	420 - WATER			420.11000 (Cash)				\$139.92	
90716	10/25/2012	Open			Accounts Payable	AFLAC	\$4,503.70		

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Payment Register

From Payment Date: 10/19/2012 - To Payment Date: 10/25/2012

Paying Fund	Cash Amount	Amount
90717	104 - Payroll Clearing Fund 10/25/2012 Open Paying Fund	\$4,503.70
	Accounts Payable AIRGAS NCN	\$678.00
90718	410 - WATER QUALITY CONTROL (WQC) 10/25/2012 Open Paying Fund	\$678.00
	Accounts Payable AMERINATN'L COMM SERVICE	\$10,000.00
90719	255 - CDBG 10/25/2012 Open Paying Fund	\$923.36
	Accounts Payable AT&T MOBILITY	\$10,000.00
90720	110 - General Fund 501 - Information Technology 10/25/2012 Open Paying Fund	\$844.92 \$78.44
	Accounts Payable BORGES & MAHONEY CO	\$8,850.70
90721	410 - WATER QUALITY CONTROL (WQC) 10/25/2012 Open Paying Fund	\$8,850.70
	Accounts Payable CALIF PAVEMENT MAINT INC	\$489,409.87
90722	246 - Landscape Assessment 10/25/2012 Open Paying Fund	\$489,409.87
	Accounts Payable CAROLLO ENGINEERS	\$30,704.18
90723	420 - WATER 10/25/2012 Open Paying Fund	\$30,704.18
	Accounts Payable CHAMPION INDUSTRIAL	\$14,622.40
90724	301 - Capital Improvement 10/25/2012 Open Paying Fund	\$14,622.40
	Accounts Payable CHARTER COMMUNICATIONS	\$1,399.93
90725	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 501 - Information Technology 10/25/2012 Open Paying Fund	\$49.99 \$202.46 \$42.50 \$1,104.98
	Accounts Payable CITY OF MODESTO	\$8,824.16
90726	420 - WATER 10/25/2012 Open Paying Fund	\$8,824.16
	Accounts Payable COMBINED BENEFITS ADMIN C	\$95,650.66
90727	511 - Health Insurance 10/25/2012 Open Paying Fund	\$95,650.66
	Accounts Payable COMBINED BENEFITS ADMIN-	\$5,110.38

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Paying Fund		Cash Amount	Amount
90728	511 - Health Insurance 10/25/2012 Open	511.11000 (Cash)	\$5,110.38
	Paying Fund	Accounts Payable	COMBINED BENEFITS ADMIN/
		Cash Amount	Amount
90729	511 - Health Insurance 10/25/2012 Open	511.11000 (Cash)	\$1,464.79
	Paying Fund	Accounts Payable	COOK/ARTHUR INC
		Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$5,977.63
	240 - Small Equipment Replacement	240.11000 (Cash)	\$14,601.92
90730	10/25/2012 Open	Accounts Payable	COUNTY BANK VISA
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$5,826.99
	265 - Fire Department Grants	265.11000 (Cash)	\$325.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$2,250.00
	420 - WATER	420.11000 (Cash)	\$750.00
90731	10/25/2012 Open	Accounts Payable	DAIMLER BUSES NO AMERICA
	Paying Fund	Cash Amount	Amount
	426 - Transit - BLAST	426.11000 (Cash)	\$1,605.35
90732	10/25/2012 Open	Accounts Payable	DEL PUERTO WATER DISTRICT
	Paying Fund	Cash Amount	Amount
90733	410 - WATER QUALITY CONTROL (WQC) 10/25/2012 Open	410.11000 (Cash)	\$13,814.87
	Paying Fund	Accounts Payable	DOWNEY BRAND ATTORNEYS
		Cash Amount	Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$8,809.69
	420 - WATER	420.11000 (Cash)	\$5,407.10
90734	10/25/2012 Open	Accounts Payable	DYETT & BHATIA URBAN
	Paying Fund	Cash Amount	Amount
	305 - Capital Facility Fees	305.11000 (Cash)	\$10,534.43
90735	10/25/2012 Open	Accounts Payable	ELITE LANDSCAPING INC
	Paying Fund	Cash Amount	Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)	\$42,010.83
90736	10/25/2012 Open	Accounts Payable	FEDERAL EXPRESS
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$147.26
	217 - Streets - Gas Tax	217.11000 (Cash)	\$16.99
	255 - CDBG	255.11000 (Cash)	\$20.74
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$24.13

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90737	426 - Transit - BLAST 10/25/2012 Open Paying Fund	426.11000 (Cash) Accounts Payable FIRST TRANSIT INC	\$13.85 \$42,023.35
90738	425 - Transit - Dial A Ride 426 - Transit - BLAST 10/25/2012 Open Paying Fund	425.11000 (Cash) 426.11000 (Cash) Accounts Payable FLOYD JOHNSTON CONSTRUCTION CO INC	\$8,567.77 \$33,455.58 \$89,473.12
90739	306 - North Turlock Master Plan 10/25/2012 Open Paying Fund	306.11000 (Cash) Accounts Payable GOMES & SONS INC, JOE M	\$89,473.12 \$22,988.40
90740	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 425 - Transit - Dial A Ride 502 - Engineering 10/25/2012 Open Paying Fund	110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 405.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 425.11000 (Cash) 502.11000 (Cash) Accounts Payable GOMES PROPANE	\$14,094.49 \$444.71 \$1,468.48 \$1,968.57 \$169.48 \$3,128.05 \$657.70 \$994.88 \$62.04 \$117.90
90741	217 - Streets - Gas Tax 10/25/2012 Open Paying Fund	217.11000 (Cash) Accounts Payable GRAINGER INC, W W	\$117.90 \$2,560.98
90742	217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 10/25/2012 Open Paying Fund	217.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Accounts Payable HOLT OF CALIFORNIA INC	\$463.86 \$1,913.75 \$183.37 \$219.14
90743	110 - General Fund 217 - Streets - Gas Tax 10/25/2012 Open Paying Fund	110.11000 (Cash) 217.11000 (Cash) Accounts Payable HORIZON	\$63.35 \$155.79 \$1,428.09
90744	205 - Sports Facilities 10/25/2012 Open Paying Fund	205.11000 (Cash) Accounts Payable HSQ INC	\$1,428.09 \$5,954.08
420 - WATER		Cash Amount 420.11000 (Cash)	\$5,954.08

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10/25/2012	Open	Accounts Payable	IBM CORPORATION	Amount
Paying Fund		Cash Amount		
90745	110 - General Fund	110.11000 (Cash)		\$2,505.97
	501 - Information Technology	501.11000 (Cash)		\$2,797.88
90746	10/25/2012	Accounts Payable	INDEPENDENT ELECTRIC INC	\$5.84
	Paying Fund	Cash Amount		
	110 - General Fund	110.11000 (Cash)		\$1.46
	216 - Streets - Local Transportation	216.11000 (Cash)		\$1.46
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$2.92
90747	10/25/2012	Accounts Payable	ING LIFE INSURANCE AND	\$134.34
	Paying Fund	Cash Amount		
	104 - Payroll Clearing Fund	104.11000 (Cash)	JARVIS FAY & DOPORTO LLP	\$134.34
90748	10/25/2012	Accounts Payable	JARVIS FAY & DOPORTO LLP	\$3,986.04
	Paying Fund	Cash Amount		
	110 - General Fund	110.11000 (Cash)	JJACPA, INC	\$3,986.04
90749	10/25/2012	Accounts Payable	JJACPA, INC	\$2,625.00
	Paying Fund	Cash Amount		
	621 - Successor Agency - Non LMI	621.11000 (Cash)	KLEINFELDER WEST INC dba KLEINFELDER INC	\$2,717.50
90750	10/25/2012	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	\$2,717.50
	Paying Fund	Cash Amount		
	255 - CDBG	255.11000 (Cash)	LEHIGH HANSON INC	\$499.93
90751	10/25/2012	Accounts Payable	LEHIGH HANSON INC	\$499.93
	Paying Fund	Cash Amount		
	110 - General Fund	110.11000 (Cash)		\$144.20
	217 - Streets - Gas Tax	217.11000 (Cash)		\$211.53
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$144.20
90752	10/25/2012	Accounts Payable	LINCOLN EQUIPMENT INC	\$305.38
	Paying Fund	Cash Amount		
	110 - General Fund	110.11000 (Cash)		\$305.38
90753	10/25/2012	Accounts Payable	NEW WORLD SYSTEM CORP	\$8,794.00
	Paying Fund	Cash Amount		
	240 - Small Equipment Replacement	240.11000 (Cash)		\$8,794.00
90754	10/25/2012	Accounts Payable	P G & E	\$196.77
	Paying Fund	Cash Amount		
	110 - General Fund	110.11000 (Cash)		\$186.08
	625 - Successor Agency - LMI	625.11000 (Cash)		\$10.69

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Account Number	Payment Date	Open	Paying Fund	Account Type	Account Name	Cash Amount	Accounts Payable	Amount
90755	10/25/2012	Open	110 - General Fund	Cash Amount	PLATT ELECTRIC SUPPLY	110.11000 (Cash)		\$204.10
			217 - Streets - Gas Tax	Cash Amount		217.11000 (Cash)		\$307.71
			410 - WATER QUALITY CONTROL (WQC)	Cash Amount		410.11000 (Cash)		\$74.09
90756	10/25/2012	Open	Paying Fund	Accounts Payable	PRECISION EMPIRE INC			\$15,898.06
			512 - Casualty Insurance	Cash Amount		512.11000 (Cash)		\$15,898.06
90757	10/25/2012	Open	Paying Fund	Accounts Payable	RECOLOGY GROVER			\$1,493.59
			246 - Landscape Assessment	Cash Amount		246.11000 (Cash)		\$1,493.59
90758	10/25/2012	Open	Paying Fund	Accounts Payable	REPUBLIC ITS			\$10,978.35
			216 - Streets - Local Transportation	Cash Amount		216.11000 (Cash)		\$10,978.35
90759	10/25/2012	Open	Paying Fund	Accounts Payable	RICHARDS WATSON & GERSHON			\$1,288.95
			621 - Successor Agency - Non LMI	Cash Amount		621.11000 (Cash)		\$1,288.95
90760	10/25/2012	Open	Paying Fund	Accounts Payable	ROCKWELL ENGINEERING AND EQUIPMENT CO			\$6,279.19
			410 - WATER QUALITY CONTROL (WQC)	Cash Amount		410.11000 (Cash)		\$6,279.19
90761	10/25/2012	Open	Paying Fund	Accounts Payable	SAFE-T-LITE CO INC			\$234.37
			246 - Landscape Assessment	Cash Amount		246.11000 (Cash)		\$234.37
90762	10/25/2012	Open	Paying Fund	Accounts Payable	SANTA FE AGGREGATES INC			\$225.05
			217 - Streets - Gas Tax	Cash Amount		217.11000 (Cash)		\$225.05
90763	10/25/2012	Open	Paying Fund	Accounts Payable	SPECIALTY PROCESS EQ INC			\$3,001.92
			505 - Fleet	Cash Amount		505.11000 (Cash)		\$3,001.92
90764	10/25/2012	Open	Paying Fund	Accounts Payable	SPENCE SPRAYING			\$5,176.35
			217 - Streets - Gas Tax	Cash Amount		217.11000 (Cash)		\$724.17
			410 - WATER QUALITY CONTROL (WQC)	Cash Amount		410.11000 (Cash)		\$4,452.18
90765	10/25/2012	Open	Paying Fund	Accounts Payable	STANISLAUS REGIONAL TRANS			\$2,021.50
			110 - General Fund	Cash Amount		110.11000 (Cash)		\$2,021.50

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Account Number	Payment Date	Open	Paying Fund	Accounts Payable	STEWART TITLE OF CA INC	Amount
90766	10/25/2012	Open		Cash Amount		\$23,800.00
			255 - CDBG	255.11000 (Cash)		\$11,900.00
			256 - Stanislaus Housing Consortia	256.11000 (Cash)		\$11,900.00
90767	10/25/2012	Open		Accounts Payable	T I D	\$6,435.40
			110 - General Fund	110.11000 (Cash)		\$3,666.52
			216 - Streets - Local Transportation	216.11000 (Cash)		\$450.15
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$226.49
			420 - WATER	420.11000 (Cash)		\$1,852.70
			426 - Transit - BLAST	426.11000 (Cash)		\$111.83
			625 - Successor Agency - LMI	625.11000 (Cash)		\$127.71
90768	10/25/2012	Open		Accounts Payable	TURF STAR	\$2,056.57
			110 - General Fund	110.11000 (Cash)		\$690.71
			246 - Landscape Assessment	246.11000 (Cash)		\$161.62
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,206.24
90769	10/25/2012	Open		Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	\$19,931.50
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$19,931.50
90770	10/25/2012	Open		Accounts Payable	TURLOCK TRANSFER INC	\$22.08
			110 - General Fund	110.11000 (Cash)		\$22.08
90771	10/25/2012	Open		Accounts Payable	WORK WELLNESS	\$1,014.00
			110 - General Fund	110.11000 (Cash)		\$243.00
			217 - Streets - Gas Tax	217.11000 (Cash)		\$124.00
			246 - Landscape Assessment	246.11000 (Cash)		\$265.00
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$314.00
			420 - WATER	420.11000 (Cash)		\$68.00
90772	10/25/2012	Open		Accounts Payable	YORK INSURANCE SV GRP INC	\$9,845.67
			510 - Workers Compensation Ins	510.11000 (Cash)		\$9,845.67
90773	10/25/2012	Open		Accounts Payable	AFLAC GROUP INSURANCE	\$3,163.58
			104 - Payroll Clearing Fund	104.11000 (Cash)		\$3,163.58
90774	10/25/2012	Open		Accounts Payable	BECKER, BILL	\$102.00

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Paying Fund	Cash Amount	Amount
265 - Fire Department Grants	265.11000 (Cash)	\$102.00
10/25/2012 Open	Accounts Payable	
Paying Fund		\$146.00
265 - Fire Department Grants	265.11000 (Cash)	\$146.00
10/25/2012 Open	Accounts Payable	
Paying Fund		\$4,807.00
110 - General Fund	110.11000 (Cash)	\$4,807.00
10/25/2012 Open	Accounts Payable	
Paying Fund		\$249.00
110 - General Fund	110.11000 (Cash)	\$249.00
10/25/2012 Open	Accounts Payable	
Paying Fund		\$264.00
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$198.00
420 - WATER	420.11000 (Cash)	\$66.00
10/25/2012 Open	Accounts Payable	
Paying Fund		\$9,024.12
110 - General Fund	110.11000 (Cash)	\$9,024.12
10/25/2012 Open	Accounts Payable	
Paying Fund		\$480.00
110 - General Fund	110.11000 (Cash)	\$480.00
10/25/2012 Open	Accounts Payable	
Paying Fund		\$75.00
110 - General Fund	110.11000 (Cash)	\$75.00
10/25/2012 Open	Accounts Payable	
Paying Fund		\$102.00
265 - Fire Department Grants	265.11000 (Cash)	\$102.00
10/25/2012 Open	Accounts Payable	
Paying Fund		\$8,800.00
110 - General Fund	110.11000 (Cash)	\$8,800.00
10/25/2012 Open	Accounts Payable	
Paying Fund		\$17,399.60
110 - General Fund	110.11000 (Cash)	\$2,292.00
420 - WATER	420.11000 (Cash)	\$1,803.04
502 - Engineering	502.11000 (Cash)	\$13,304.56

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From Payment Date: 10/19/2012 - To Payment Date: 10/25/2012

Type Check Totals:
AP - Accounts Payable Totals

78 Transactions

\$1,129,704.92

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$1,129,704.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$1,129,704.92	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$1,129,704.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$1,129,704.92	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$1,129,704.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$1,129,704.92	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$1,129,704.92	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	78	\$1,129,704.92	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
90785	10/30/2012	Open			Utility Management Refund	AMUCHASTEGUI, AARON	\$23.58		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$23.58	
90786	10/30/2012	Open			Utility Management Refund	BARBER, KENNETH	\$26.65		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$26.65	
90787	10/30/2012	Open			Utility Management Refund	BETTENCOURT, ARLIND	\$190.76		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$190.76	
90788	10/30/2012	Open			Utility Management Refund	BROWN, TREVOR	\$72.45		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$72.45	
90789	10/30/2012	Open			Utility Management Refund	DE FILIPPO, GEORGIA	\$25.00		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$25.00	
90790	10/30/2012	Open			Utility Management Refund	HOUCK, ELIZABETH	\$187.91		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$187.91	
90791	10/30/2012	Open			Utility Management Refund	KARAM, RAMSENA, SHERON	\$43.00		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$43.00	
90792	10/30/2012	Open			Utility Management Refund	KHGOO KOKTAPPA, BABA	\$49.70		
	Paying Fund			Cash Amount				Amount	
	110 - General Fund			110.11000 (Cash)				\$25.00	
	420 - WATER			420.11000 (Cash)				\$24.70	
90793	10/30/2012	Open			Utility Management Refund	LANDLORD PROPERTY MANAGEMENT	\$30.43		
	Paying Fund			Cash Amount				Amount	
	420 - WATER			420.11000 (Cash)				\$30.43	

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Account Number	Date	Open	Paying Fund	Utility Management Refund	Cash Amount	Amount
90794	10/30/2012	Open	420 - WATER	PALLIOS PROPERTIES	\$97.23	\$97.23
90795	10/30/2012	Open	420 - WATER	PEREZ, GUSTAVO	\$25.00	\$25.00
90796	10/30/2012	Open	420 - WATER	TOUMA, SAMUEL, ADAM	\$40.41	\$40.41
90797	10/30/2012	Open	420 - WATER	VALERIO, SAUL	\$20.10	\$20.10
90798	10/30/2012	Open	420 - WATER	YOURI, FRANKLIN	\$43.42	\$43.42
90799	11/01/2012	Open	110 - General Fund	A & G SALES PROMOTION LTD	\$1,253.87	\$1,253.87
90800	11/01/2012	Open	110 - General Fund	ABS PRESORT INC	\$5,000.00	\$5,000.00
90801	11/01/2012	Open	110 - General Fund	AIRGAS NCN	\$30.15	\$30.15
90802	11/01/2012	Open	110 - General Fund	ARMOR FIRE EXTINGUISHER	\$56.79	\$56.79
90803	11/01/2012	Open	110 - General Fund	AT&T / CALNET 2	\$4,078.89	\$4,078.89
			205 - Sports Facilities		\$3,621.23	\$3,621.23
					\$22.15	\$22.15

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255 - CDBG	255.11000 (Cash)			\$12.52
405 - Building	405.11000 (Cash)			\$12.03
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$190.00
420 - WATER	420.11000 (Cash)			\$35.37
501 - Information Technology	501.11000 (Cash)			\$85.71
502 - Engineering	502.11000 (Cash)			\$13.49
505 - Fleet	505.11000 (Cash)			\$86.39
90804	11/01/2012	Open	Accounts Payable	\$358.58
	Paying Fund		AT&T INFO SYSTEM	Amount
	110 - General Fund	Open	Cash Amount	\$358.58
90805	11/01/2012	Open	Accounts Payable	\$452.07
	Paying Fund		AT&T MOBILITY	Amount
	410 - WATER QUALITY CONTROL (WQC)	Open	Cash Amount	\$240.90
90806	11/01/2012	Open	Accounts Payable	\$211.17
	Paying Fund		AVAYA INC	Amount
	110 - General Fund	Open	Cash Amount	\$12.07
90807	11/01/2012	Open	Accounts Payable	\$817.00
	Paying Fund		CA BLDG STANDARDS COMMS	Amount
90808	11/01/2012	Open	Accounts Payable	\$1,202.05
	Paying Fund		CALIF DEPT OF TRANS	Amount
90809	11/01/2012	Open	Accounts Payable	\$225.19
	Paying Fund		CHAMPION INDUSTRIAL	Amount
90810	11/01/2012	Open	Accounts Payable	\$161.11
	Paying Fund		CITY OF TURLOCK - CASH	Amount
90811	11/01/2012	Open	Accounts Payable	\$72,868.91
	Paying Fund		COMBINED BENEFITS ADMIN C	Amount
90812	11/01/2012	Open	Accounts Payable	\$539.61
	Paying Fund		DEPT OF CONSERVATION	Amount
	110 - General Fund	Open	Cash Amount	\$539.61

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90813	11/01/2012	Open		Accounts Payable	FARIA, JAMIE	Amount
90814	11/01/2012	Open		Accounts Payable	GEOANALYTICAL LAB INC	\$7,289.57
90815	11/01/2012	Open		Accounts Payable	GROENIGER & CO INC	\$3,642.19
90816	11/01/2012	Open		Accounts Payable	HILMAR READY MIX	\$1,167.69
90817	11/01/2012	Open		Accounts Payable	INTERNAL REVENUE SERVICE CENTER	\$73,196.32
90818	11/01/2012	Open		Accounts Payable	ITRON INC	\$912.46
90819	11/01/2012	Open		Accounts Payable	JCS PROPERTIES INC	\$1,775.17
90820	11/01/2012	Open		Accounts Payable	JUSTUS LAWMOWER SHOP INC	\$212.11
90821	11/01/2012	Open		Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	\$3,437.50
90822	11/01/2012	Open		Accounts Payable	LEGENDS SPORTS PHOTOGRAPH	\$511.11
90823	11/01/2012	Open		Accounts Payable	LOGICAL DESIGN INC	\$3,450.00
			104.11000 (Cash)			\$377.50
			110.11000 (Cash)			(\$1.50)
			Cash Amount			Amount
			410.11000 (Cash)			\$6,388.07
			420.11000 (Cash)			\$901.50
			Cash Amount			Amount
			410.11000 (Cash)			\$3,597.09
			420.11000 (Cash)			\$45.10
			Cash Amount			Amount
			410.11000 (Cash)			\$1,167.69
			Cash Amount			Amount
			410.11000 (Cash)			\$73,196.32
			Cash Amount			Amount
			420.11000 (Cash)			\$912.46
			Cash Amount			Amount
			625.11000 (Cash)			\$1,775.17
			Cash Amount			Amount
			110.11000 (Cash)			\$212.11
			Cash Amount			Amount
			415.11000 (Cash)			\$3,437.50
			Cash Amount			Amount
			110.11000 (Cash)			\$511.11
			Cash Amount			Amount
			501.11000 (Cash)			\$3,450.00

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90824	11/01/2012	Open	Accounts Payable	MADRUGA BROS ENT INC	Amount
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$492.00
	255 - CDBG		255.11000 (Cash)		\$3.00
	405 - Building		405.11000 (Cash)		\$9.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$78.00
	420 - WATER		420.11000 (Cash)		\$15.00
	501 - Information Technology		501.11000 (Cash)		\$6.00
	502 - Engineering		502.11000 (Cash)		\$21.00
90825	11/01/2012	Open	Accounts Payable	MAGIC SANDS MOBILE HOME	\$260.64
	Paying Fund		Cash Amount		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		\$260.64
90826	11/01/2012	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS	\$903.77
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		\$479.85
	405 - Building		405.11000 (Cash)		\$194.67
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$34.58
	505 - Fleet		505.11000 (Cash)		\$194.67
90827	11/01/2012	Open	Accounts Payable	MULBERRY MOBILE PARK	\$234.85
	Paying Fund		Cash Amount		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		\$234.85
90828	11/01/2012	Open	Accounts Payable	NEW WORLD SYSTEM CORP	\$6,125.00
	Paying Fund		Cash Amount		Amount
	240 - Small Equipment Replacement		240.11000 (Cash)		\$6,125.00
90829	11/01/2012	Open	Accounts Payable	OVERAA & CO INC, C	\$995,167.85
	Paying Fund		Cash Amount		Amount
	415 - Sewer Bond Projects		415.11000 (Cash)		\$995,167.85
90830	11/01/2012	Open	Accounts Payable	P G & E	\$12.36
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		\$7.84
	625 - Successor Agency - LMI		625.11000 (Cash)		\$4.52
90831	11/01/2012	Open	Accounts Payable	PROJECT SENTINEL INC	\$2,521.76
	Paying Fund		Cash Amount		Amount
	255 - CDBG		255.11000 (Cash)		\$2,521.76
90832	11/01/2012	Open	Accounts Payable	SCOTT'S PPE RECON	\$1,116.61
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		\$1,116.61

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Account Number	Payment Date	Open	Paying Fund	Account Type	Account Name	Cash Amount	Amount
90833	11/01/2012	Open	110 - General Fund	Accounts Payable	SHELL FLEET PLUS	\$67.23	\$67.23
90834	11/01/2012	Open	110 - General Fund	Accounts Payable	SIERRA CHEMICAL CO	\$6,237.45	\$6,237.45
90835	11/01/2012	Open	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13	\$439.13
90836	11/01/2012	Open	110 - General Fund	Accounts Payable	T I D	\$68,441.19	\$68,441.19
90837	11/01/2012	Open	625 - Successor Agency - LMI	Accounts Payable	THE MECHANICS BANK	\$52,377.26	\$52,377.26
90838	11/01/2012	Open	415 - Sewer Bond Projects	Accounts Payable	TURLOCK CITY TOW INC	\$340.00	\$340.00
90839	11/01/2012	Open	110 - General Fund	Accounts Payable	TURLOCK UNIFIED	\$35,226.08	\$35,226.08
90840	11/01/2012	Open	110 - General Fund	Accounts Payable	UNITED SAMARITANS FDT INC	\$2,500.00	\$2,500.00
90841	11/01/2012	Open	255 - CDBG	Accounts Payable	UNIVAR USA INC	\$9,529.40	\$9,529.40
90842	11/01/2012	Open	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	VAN DE POL ENTERPRISE INC	\$692.60	\$692.60

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$692.60
90843 11/01/2012 Open	Accounts Payable	VISIONAIR INC
		\$9,263.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$9,263.00
90844 11/01/2012 Open	Accounts Payable	WESTERN VIEW MOBILE RANCH
		\$2,586.31
Paying Fund	Cash Amount	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	\$2,586.31
90845 11/01/2012 Open	Accounts Payable	WESTFORK ESTATES
		\$728.30
Paying Fund	Cash Amount	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	\$728.30
90846 11/01/2012 Open	Accounts Payable	WLC ARCHITECTS INC
		\$101,207.52
Paying Fund	Cash Amount	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$101,207.52
90847 11/01/2012 Open	Accounts Payable	HANNAH'S BOUTIQUE
		\$1,000.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,000.00
90848 11/01/2012 Open	Accounts Payable	LITTLE BIT OF THIS SHOPPE
		\$1,000.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,000.00
90849 11/01/2012 Open	Accounts Payable	MARTINEZ, MARIA, D
		\$500.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$500.00
Type Check Totals:		
AP - Accounts Payable Totals	65 Transactions	\$1,483,004.36

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	65	\$1,483,004.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	65	\$1,483,004.36	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	65	\$1,483,004.36	\$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	65	\$1,483,004.36	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	65	\$1,483,004.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	65	\$1,483,004.36	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	65	\$1,483,004.36	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	65	\$1,483,004.36	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
90850	11/07/2012	Open			Utility Management Refund	ALTISOURCE SOLUTIONS INC	\$220.53		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$220.53	
90851	11/07/2012	Open			Utility Management Refund	DE FILIPPO, GEORGIA	\$37.59		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$37.59	
90852	11/07/2012	Open			Utility Management Refund	GOFF, RICHARD	\$28.28		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$28.28	
90853	11/07/2012	Open			Utility Management Refund	LOPEZ, DEBRA	\$65.65		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$65.65	
90854	11/07/2012	Open			Utility Management Refund	RAMOS, ANGELICA	\$111.50		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$111.50	
90855	11/08/2012	Open			Accounts Payable	4LEAF INC	\$688.88		
	Paying Fund			Cash Amount					
	405 - Building			405.11000 (Cash)				\$688.88	
90856	11/08/2012	Open			Accounts Payable	A & A PORTABLES INC	\$704.00		
	Paying Fund			Cash Amount					
	301 - Capital Improvement			301.11000 (Cash)				\$704.00	
90857	11/08/2012	Open			Accounts Payable	AMERICAN MESSAGING	\$177.36		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$177.36	
90858	11/08/2012	Open			Accounts Payable	AMERICAN MESSAGING	\$283.37		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$283.37	
90859	11/08/2012	Open			Accounts Payable	AMERICAN PUBLIC WKS ASSOC	\$164.00		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$164.00	

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Account Number	Payment Date	Open	Paying Fund	Accounts Payable	Cash Amount	Amount
90860	11/08/2012	Open	Paying Fund	AMERICAN WATER WORKS ASSOCIATION		\$196.00
			420 - WATER		420.11000 (Cash)	\$196.00
90861	11/08/2012	Open	Paying Fund	AT&T / CALNET 2		\$292.93
			110 - General Fund		110.11000 (Cash)	\$118.92
			205 - Sports Facilities		205.11000 (Cash)	\$16.01
			410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$61.73
			420 - WATER		420.11000 (Cash)	\$29.80
			426 - Transit - BLAST		426.11000 (Cash)	\$66.47
90862	11/08/2012	Open	Paying Fund	AT&T/SBC		\$2,494.86
			110 - General Fund		110.11000 (Cash)	\$2,494.86
90863	11/08/2012	Open	Paying Fund	BRENCO OPERATING - TEXAS LP		\$1,728.33
			426 - Transit - BLAST		426.11000 (Cash)	\$1,728.33
90864	11/08/2012	Open	Paying Fund	BUREAU VERITAS NO AMERICA		\$3,778.32
			405 - Building		405.11000 (Cash)	\$3,778.32
90865	11/08/2012	Open	Paying Fund	CAROLLO ENGINEERS		\$91,539.61
			420 - WATER		420.11000 (Cash)	\$91,539.61
90866	11/08/2012	Open	Paying Fund	CERES POLICE DEPARTMENT		\$1,204.83
			266 - Police Services Grants		266.11000 (Cash)	\$1,204.83
90867	11/08/2012	Open	Paying Fund	CHARTER COMMUNICATIONS		\$54.99
			501 - Information Technology		501.11000 (Cash)	\$54.99
90868	11/08/2012	Open	Paying Fund	CHILDREN'S CRISIS CENTER		\$3,100.42
			255 - CDBG		255.11000 (Cash)	\$3,100.42
90869	11/08/2012	Open	Paying Fund	CITY OF OAKDALE		\$3,185.05
			266 - Police Services Grants		266.11000 (Cash)	\$3,185.05
90870	11/08/2012	Open	Paying Fund	COMBINED BENEFITS ADMIN C		\$50,136.26

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Account Number	Account Name	Account Type	Account Name	Amount
90871	511 - Health Insurance	Accounts Payable	COSTCO	\$50,136.26
	11/08/2012 Open	Cash Amount		
	Paying Fund			\$1,419.42
90872	110 - General Fund	Accounts Payable	COUNTRY FORD TRUCKS INC	\$1,300.49
	204 - AB 939 Integrated Waste Mgmt	Cash Amount		
	11/08/2012 Open			\$118.93
	Paying Fund			\$254.91
90873	110 - General Fund	Accounts Payable	CUMMINS WEST INC	\$1,296.36
	217 - Streets - Gas Tax	Cash Amount		
	425 - Transit - Dial A Ride			\$30.06
	11/08/2012 Open			\$164.75
	Paying Fund			
90874	426 - Transit - BLAST	Accounts Payable	DAIMLER BUSES NO AMERICA	\$1,296.36
	11/08/2012 Open	Cash Amount		
	Paying Fund			\$569.09
90875	426 - Transit - BLAST	Accounts Payable	DAVEY TREE SURGERY CO	\$1,904.80
	11/08/2012 Open	Cash Amount		
	Paying Fund			\$1,599.00
90876	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	DELAMARE-FULTZ ENG INC	\$1,904.80
	11/08/2012 Open	Cash Amount		
	Paying Fund			\$3,449.50
90877	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	DOWNEY BRAND ATTORNEYS	\$1,599.00
	11/08/2012 Open	Cash Amount		
	Paying Fund			\$814.98
90878	420 - WATER	Accounts Payable	FERGUSON ENTERPRISES INC	\$814.98
	11/08/2012 Open	Cash Amount		
	Paying Fund			\$24,680.47
90879	420 - WATER	Accounts Payable	FLOYD JOHNSTON CONSTRUCTION CO INC	\$24,680.47
	11/08/2012 Open	Cash Amount		
	Paying Fund			\$26,545.69
90880	306 - North Turlock Master Plan	Accounts Payable	GOMES & SONS INC, JOE M	\$26,545.69
	11/08/2012 Open	Cash Amount		
	Paying Fund			\$15,698.08
	110 - General Fund			\$434.33
	205 - Sports Facilities			

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217 - Streets - Gas Tax	217.11000 (Cash)			\$2,263.92
246 - Landscape Assessment	246.11000 (Cash)			\$1,782.87
405 - Building	405.11000 (Cash)			\$209.76
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,642.57
420 - WATER	420.11000 (Cash)			\$1,809.42
425 - Transit - Dial A Ride	425.11000 (Cash)			\$1,480.59
502 - Engineering	502.11000 (Cash)			\$141.11
505 - Fleet	505.11000 (Cash)			\$83.04
90881	11/08/2012	Open	Accounts Payable	\$2,990.15
	Paying Fund		HOLT OF CALIFORNIA INC	
			Cash Amount	Amount
110 - General Fund	110.11000 (Cash)			\$222.80
246 - Landscape Assessment	246.11000 (Cash)			\$438.37
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,328.98
90882	11/08/2012	Open	Accounts Payable	\$414.20
	Paying Fund		HUB INT'L OF CA INS SVC	
			Cash Amount	Amount
110 - General Fund	110.11000 (Cash)			\$414.20
90883	11/08/2012	Open	Accounts Payable	\$734.50
	Paying Fund		KLEINFELDER WEST INC dba KLEINFELDER INC	
			Cash Amount	Amount
420 - WATER	420.11000 (Cash)			\$734.50
90884	11/08/2012	Open	Accounts Payable	\$2,252.07
	Paying Fund		LEHIGH HANSON INC	
			Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)			\$575.94
246 - Landscape Assessment	246.11000 (Cash)			\$1,676.13
90885	11/08/2012	Open	Accounts Payable	\$254.44
	Paying Fund		LOGICAL DESIGN INC	
			Cash Amount	Amount
501 - Information Technology	501.11000 (Cash)			\$254.44
90886	11/08/2012	Open	Accounts Payable	\$476.82
	Paying Fund		MID VALLEY SEALS	
			Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$476.82
90887	11/08/2012	Open	Accounts Payable	\$1,005.93
	Paying Fund		MME	
			Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,005.93
90888	11/08/2012	Open	Accounts Payable	\$625.00
	Paying Fund		MUNISERVICES LLC	
			Cash Amount	Amount
110 - General Fund	110.11000 (Cash)			\$625.00
90889	11/08/2012	Open	Accounts Payable	\$85.52
			NEXT LEVEL PARTS INC	

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Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)		
11/08/2012 Open	410.11000 (Cash)	\$85.52
Paying Fund	Accounts Payable	OMC STAINLESS STEEL CUST
420 - WATER		
11/08/2012 Open	420.11000 (Cash)	\$1,567.68
Paying Fund	Accounts Payable	OMNI-MEANS INC
305 - Capital Facility Fees		
11/08/2012 Open	305.11000 (Cash)	\$1,669.50
Paying Fund	Accounts Payable	P G & E
110 - General Fund		
11/08/2012 Open	110.11000 (Cash)	\$112.63
Paying Fund	Accounts Payable	PACIFIC TIRE & WHEEL
425 - Transit - Dial A Ride		
11/08/2012 Open	425.11000 (Cash)	\$8.05
Paying Fund	Accounts Payable	REED INC, GEORGE
426 - Transit - BLAST		
11/08/2012 Open	426.11000 (Cash)	\$3,380.00
Paying Fund	Accounts Payable	ROCKWELL ENGINEERING AND EQUIPMENT CO
410 - WATER QUALITY CONTROL (WQC)		
11/08/2012 Open	410.11000 (Cash)	\$438.65
Paying Fund	Accounts Payable	SAFE-T-LITE CO INC
217 - Streets - Gas Tax		
11/08/2012 Open	217.11000 (Cash)	\$722.46
Paying Fund	Accounts Payable	SALLY SWANSON ARCHITECTS INC
301 - Capital Improvement		
11/08/2012 Open	301.11000 (Cash)	\$11,113.40
Paying Fund	Accounts Payable	SANTA FE AGGREGATES INC
217 - Streets - Gas Tax		
11/08/2012 Open	217.11000 (Cash)	\$158.26
Paying Fund	Accounts Payable	SECOND HARVEST FOOD BANK
255 - CDBG		
11/08/2012 Open	255.11000 (Cash)	\$1,101.60
Paying Fund	Accounts Payable	SECURE DELIVERY
420 - WATER		
11/08/2012 Open	420.11000 (Cash)	\$366.00
Paying Fund	Accounts Payable	SHARPENING SHOP

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Paying Fund	Cash Amount	Amount
205 - Sports Facilities	205.11000 (Cash)	\$134.22
217 - Streets - Gas Tax	217.11000 (Cash)	\$32.21
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$0.13
420 - WATER	420.11000 (Cash)	\$28.70
11/08/2012 Open	Accounts Payable	\$3,050.00
90902	SIERRA FOOTHILL LAB	
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$3,050.00
11/08/2012 Open	Accounts Payable	\$117.00
90903	SJVAPCD	
Paying Fund	Cash Amount	Amount
420 - WATER	420.11000 (Cash)	\$117.00
11/08/2012 Open	Accounts Payable	\$604.79
90904	SMITH CHEVROLET CO INC	
Paying Fund	Cash Amount	Amount
426 - Transit - BLAST	426.11000 (Cash)	\$604.79
11/08/2012 Open	Accounts Payable	\$1,012.79
90905	SOUTHWEST SCHOOL &	
Paying Fund	Cash Amount	Amount
270 - Recreation Grants	270.11000 (Cash)	\$1,012.79
11/08/2012 Open	Accounts Payable	\$5,176.35
90906	SPENCE SPRAYING	
Paying Fund	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$724.17
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,452.18
11/08/2012 Open	Accounts Payable	\$7,919.98
90907	SPX FLOW TECHNOLOGY	
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$7,919.98
11/08/2012 Open	Accounts Payable	\$642.65
90908	STANISLAUS CO PROBATION	
Paying Fund	Cash Amount	Amount
266 - Police Services Grants	266.11000 (Cash)	\$642.65
11/08/2012 Open	Accounts Payable	\$2,512.77
90909	STANISLAUS CO SHERIFFS	
Paying Fund	Cash Amount	Amount
266 - Police Services Grants	266.11000 (Cash)	\$2,512.77
11/08/2012 Open	Accounts Payable	\$1,504.60
90910	STANISLAUS CO SHERIFFS	
Paying Fund	Cash Amount	Amount
266 - Police Services Grants	266.11000 (Cash)	\$1,504.60
11/08/2012 Open	Accounts Payable	\$35,687.10
90911	STANISLAUS COUNTY	
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$35,687.10
11/08/2012 Open	Accounts Payable	\$345.00
90912	STATE OF CALIFORNIA	

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DEPARTMENT OF CONSUMER AFFAIRS

Paying Fund	Cash Amount	Accounts Payable	T I D	Amount
90913	502.11000 (Cash)			\$345.00
11/08/2012	Open			\$152,490.88
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$1,310.66
205 - Sports Facilities	205.11000 (Cash)			\$2,957.42
216 - Streets - Local Transportation	216.11000 (Cash)			\$1,053.22
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$131,531.47
420 - WATER	420.11000 (Cash)			\$12,342.51
426 - Transit - BLAST	426.11000 (Cash)			\$254.83
505 - Fleet	505.11000 (Cash)			\$3,040.77
11/08/2012	Open			\$21,050.88
Paying Fund	Cash Amount			Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$21,050.88
11/08/2012	Open			\$1,342.19
Paying Fund	Cash Amount			Amount
217 - Streets - Gas Tax	217.11000 (Cash)			\$1,342.19
11/08/2012	Open			\$1,062.01
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$500.88
217 - Streets - Gas Tax	217.11000 (Cash)			\$3.44
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1.72
420 - WATER	420.11000 (Cash)			\$555.97
11/08/2012	Open			\$783.30
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$34.89
217 - Streets - Gas Tax	217.11000 (Cash)			\$247.20
246 - Landscape Assessment	246.11000 (Cash)			\$105.58
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$198.35
426 - Transit - BLAST	426.11000 (Cash)			\$197.28
11/08/2012	Open			\$4,392.00
Paying Fund	Cash Amount			Amount
110 - General Fund	110.11000 (Cash)			\$4,392.00
11/08/2012	Open			\$918.06
Paying Fund	Cash Amount			Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$918.06

Payment Register

From Payment Date: 11/2/2012 - To Payment Date: 11/8/2012

Account Number	Date	Open	Account Name	Account Type	Amount
90920	11/08/2012	Open	UNLIMITED METAL MFG INC	Accounts Payable	\$1,267.03
				Cash Amount	
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,267.03
90921	11/08/2012	Open	VALLEY BALANCING & AUTO	Accounts Payable	\$791.56
				Cash Amount	
			246 - Landscape Assessment	246.11000 (Cash)	\$395.78
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$395.78
90922	11/08/2012	Open	WEST COAST SAND & GRAVEL	Accounts Payable	\$1,959.58
				Cash Amount	
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,959.58
90923	11/08/2012	Open	WESTAMERICA BANK	Accounts Payable	\$50,000.00
				Cash Amount	
			257 - State HOME Funds	257.11000 (Cash)	\$50,000.00
90924	11/08/2012	Open	BRADLEY, MIKE	Accounts Payable	\$18.00
				Cash Amount	
			203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
90925	11/08/2012	Open	CARDENAS, HAGAR	Accounts Payable	\$18.00
				Cash Amount	
			203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
90926	11/08/2012	Open	DELGADO, BERNADETTE	Accounts Payable	\$18.00
				Cash Amount	
			203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
90927	11/08/2012	Open	FLORES, ARACELI	Accounts Payable	\$18.00
				Cash Amount	
			203 - Animal Fee Forfeiture	203.11000 (Cash)	\$18.00
90928	11/08/2012	Open	GEOSTRATEGIES INC	Accounts Payable	\$1,000.00
				Cash Amount	
			110 - General Fund	110.11000 (Cash)	\$1,000.00
90929	11/08/2012	Open	GUERRERO, EZEQUIEL	Accounts Payable	\$500.00
				Cash Amount	
			110 - General Fund	110.11000 (Cash)	\$500.00
90930	11/08/2012	Open	HALL EQUITIES GROUP, TURLOCK DB, LLC	Accounts Payable	\$210.00
				Cash Amount	
			110 - General Fund	110.11000 (Cash)	\$210.00
90931	11/08/2012	Open	KRAMER, STEVEN	Accounts Payable	\$75.00
				Cash Amount	

Payment Register

From Payment Date: 11/2/2012 - To Payment Date: 11/8/2012

90932	110 - General Fund 11/08/2012 Paying Fund	Open	Accounts Payable	MARTINEZ, SABRINA	\$75.00	\$300.00
90933	110 - General Fund 11/08/2012 Paying Fund	Open	Accounts Payable	RAD RAGS SCRUBS	\$1,000.00	\$1,000.00
90934	110 - General Fund 11/08/2012 Paying Fund	Open	Accounts Payable	STYLE UP SALON	\$1,000.00	\$1,000.00
Type Check Totals:						\$551,186.62
AP - Accounts Payable Totals						\$551,186.62

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$551,186.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$551,186.62	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$551,186.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$551,186.62	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$551,186.62	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	85	\$551,186.62	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	85	\$551,186.62	\$0.00
	Reconciled	0	\$0.00	\$0.00

Payment Register

From Payment Date: 11/2/2012 - To Payment Date: 11/8/2012

Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	85	\$551,185.62	\$0.00

-
1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:02 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:**
 - A. Councilmember Forrest White presented the 2012 San Joaquin Valley Blueprint Award of Merit to Patti O'Donnell of the Carnegie Arts Foundation for display at the Carnegie Center. Ms. O'Donnell congratulated the City of Turlock on their receipt of the award and provided information about exhibits, classes, and upcoming events at the Center.
 3. **A. SPECIAL BRIEFINGS:**
 1. Turlock Downtown Property Owners Association representative Dana McGarry provided information on upcoming holiday events including the Festival of Lights, Nationwide Shop Local Campaign, and the Christmas Parade. Ms. McGarry also spoke regarding improvements and decreasing vacancies in the downtown area.
 - B. STAFF UPDATES**
 1. City Clerk Kellie Weaver provided information regarding Board, Commission, and Committee vacancies.
 2. Development Services Director Mike Pitcock provided an update on capital projects and development activity, including the Public Safety Facility, Harding Drain Bypass Project, Turlock RWQCF Expansion Project, City Hall Balcony Repair Project, and the Golden State Median Project. Mr. Pitcock also provided information regarding permits and the emphasis his staff is placing on expediting requests.
 3. Fire Chief Tim Lohman provided an update on the Turlock Fire Department Breast Cancer Awareness Month (October 2012) campaign and offered thanks for the outpouring of support they received from the City Council, City staff, and the community. Captain Frank Saldivar, on behalf of the Turlock Fire Department, presented a check in the amount of \$18,000 to Emanuel Cancer Center which will be used for research, education, and outreach. Jana Rhine-Patrick and Michael Iltis of Emanuel Medical Center thanked the Turlock Fire Department and those who participated in this campaign.
 - C. PUBLIC PARTICIPATION:**

Gary Doesekle spoke concerning his recent assistance to City staff and regarding problems at his apartment complex.

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

5. CONSENT CALENDAR:

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

- A. **Resolution No. 2012-183** Accepting Demands of 10/4/12 in the amount of \$583,097.30; Demands of 10/11/12 in the amount of \$1,493,770.97; Demands of 10/18/12 in the amount of \$1,543,763.75
- B. Motion: Accepting Minutes of Regular Meeting of October 23, 2012
- C. Motion: Adopting an agreement between the City of Turlock and New Urban Communities Partners Turlock, LLC for an Addendum to the Mitigated Negative Declaration for Minor Discretionary Permit 2011-02
- D.
 - 1. Motion: Approving Contract Change Order No. 3 (final) for a credit of \$14,056.47 (Fund 215) for City Project 10-65, "Rehabilitation of Golden State Boulevard and West Main Street," bringing the contract total to \$1,068,348.31
 - 2. Motion: Accepting improvements for City Project No. 10-65, "Rehabilitation of Golden State Boulevard and West Main Street," and authorizing the City Engineer to file a Notice of Completion"
- E.
 - 1. Motion: Awarding bid and approving an agreement in the amount of \$277,917.64 (Fund 215) with Municipal Maintenance Equipment of Sacramento, California, for City Project No. 11-18, "Purchase of CNG Street Sweeper CML-5165(063)"
 - 2. **Resolution No. 2012-184** Appropriating \$22,668 to account number 215-40-420.51210 "Streets – Grant Funded Projects" to be funded via a transfer from Fund 506 "Vehicle & Equipment Replacement" to fund the remaining local match required to fully fund the purchase associated with City Project No. 11-18, "Purchase of CNG Street Sweeper CML-5165(063)"
- F. Motion: Awarding bid and approving an agreement in the amount of \$359,038.09 (Fund 215) with Nixon-Egli Equipment Company, Tracy, California, for City Project No. 11-19, "Purchase of CNG Sewer Maintenance Vehicle CML-5165(064)"
- G.
 - 1. Motion: Approving the sole source procurement of four Flygt brand sewer pumps from Shape, Inc. of Stockton, California, in the amount of \$131,405.52 (Fund 410) without compliance to the formal bid procedure
 - 2. **Resolution No. 2012-185** Appropriating \$550,000 to account number 410-51-534.51123 "Tegner & Main Sewer Lift Station & Valve Box Design," from Fund 308 (Sewer) Reserve Balance for City Project 11-41 "Sewer Lift Stations on West Main/Clinton and West Main/Tegner"
 - 3. Motion: Awarding bid and approving an agreement in the amount of \$635,032 (Fund 410) with Sierra Mountain Construction, of San Francisco, California for City Project No. 11-41, "Sewer Lift Stations on West Main/Clinton and West Main/Tegner"
- H.
 - 1. Motion: Approving Contract Change Order No. 1 (final) in the amount of \$14,412.73 for City Project No. 11-46, "Soderquist Sidewalk Improvements," bringing the contract total to \$163,886.93
 - 2. Motion: Accepting improvements for City Project No. 11-46, "Soderquist Sidewalk Improvements," and authorizing the City Engineer to file a Notice of Completion
- I. Motion: Reaffirming the emergency declaration of the City Manager that there is a need to replace the roof at the Marty Yerby Center without compliance to the formal competitive bid process

- J. 1. Motion: Awarding bid and approving an agreement in the amount of \$18,768 (Fund 112) with Pacific Valley Roofing, Inc., of Ceres, California, for City Project No. 12-52, "Fire Station No. 4 Roof Replacement," at 2820 N. Walnut Road, Turlock, California
2. **Resolution No. 2012-186** Appropriating \$22,074 to account number 112-10-116.51146 "General Fund Reserve for Capital Purchases" through a transfer from Fund 110 "General Fund (Unreserved)" to fund City Project No. 12-52, "Fire Station No. 4 Roof Replacement," as listed in the Five-Year Capital Improvement Plan for Fiscal Year 2012-13
- K. Motion: Accepting notification of Contract Change Order No. 2 in the credit amount of (\$43,800) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 01 – General Construction and Specialties, bringing the contract total to \$2,294,155
- L. Motion: Accepting notification of Contract Change Order No. 3 in the increased amount of \$2,364.76 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 04 - Landscaping, bringing the contract total to \$229,692.91
- M. Motion: Accepting notification of Contract Change Order No. 3 in the amount of \$13,881 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, bringing the contract total to \$3,439,969
- N. Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$12,484 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to \$2,537,676
- O. Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$6,332 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 16 – Fire Protection, bringing the contract total to \$243,722
- P. 1. Motion: Awarding bid and approving an agreement in the amount of \$694,730.00 (Fund 215) with Ross F. Carroll, Inc., of Oakdale, California for City Project Number 0872, "Landscape Golden State Boulevard from Monte Vista Avenue to the south"
2. **Resolution No. 2012-187** Appropriating \$150,000 to account number 215-40-420.51210 "Federal Street Project" from Fund 305 (Roadways) Reserve Balance for the construction of City Project No. 0872, "Landscape Golden State Boulevard from Monte Vista Avenue to the south"
- Q. **Resolution No. 2012-188** Authorizing the filling of one (1) vacant Plans Examiner position within the Building Division through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed
- R. **Resolution No. 2012-189** Authorizing the filling of one (1) vacant Staff Services Assistant position within the Building Division through the use of an existing eligibility list and, if unsuccessful, through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed
- S. Motion: Authorizing the City Manager to execute all necessary documents to clear title on 2820 and 2836 North Walnut Road owned by the City of Turlock and the Heirs of Joseph and Virginia Gomes
- T. Motion: Authorizing the sale of the home located at 2680 Murray Street, more particularly described as Stanislaus County Assessor's Parcel No. 071-020-036, owned by the City of Turlock as the Housing Successor Agency and authorizing the City Manager to execute the sale agreement and all other necessary loan documents and covenants to successfully execute the sale of the subject property as provided for in the attached Exhibits A, B, and C

- U. 1. Motion: Approving the special services agreement with Larry Walker and Associates in the amount of \$42,900 to provide professional consulting services for the development of a carbon tetrachloride, chlorodibromomethane, and dichlorobromomethane compliance strategy
2. **Resolution No. 2012-190** Appropriating \$50,000 to Fund 410-51-530.43316 "NPDES Permit Studies" from Fund 410 "Water Quality Control" reserve balance for expenses associated with professional consulting services provided by Larry Walker and Associates, as well as additional anticipated expenses throughout the remainder of Fiscal Year 2012-13
- V. Motion: Approving an agreement with Badger Meter, Inc., of Milwaukee, Wisconsin, to provide commercial and industrial water meters for Municipal Services Utilities Division, for a period of twelve (12) months ending November 13, 2013, in an amount not to exceed \$26,566
- W. Motion: Approving an agreement with E. R. Vine & Sons, Inc. of Ceres, California, for providing lubricating oil and miscellaneous products for Municipal Services Fleet Maintenance Department, for a period of twelve (12) months ending November 30, 2013, in an amount not to exceed \$20,000
- X. **Resolution No. 2012-191** Authorizing the release of thirty-six (36) bicycles and one (1) broken wheelchair from Police Property and Evidence for auction through PropertyRoom.com, and the release of miscellaneous power tools and equipment for redistribution within the City of Turlock's Maintenance Department
- Y. **Resolution No. 2012-192** Accepting Supplemental Law Enforcement Services Fund (SLESF) grant monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of \$100,000 in Fiscal Year 2012-13; Rescinding Resolution 2011-197; Combining Fiscal Year's 2011-12 and 2012-13 SLESF monies into one spending plan; and Appropriating combined total for expenditure in Fiscal Year 2012-13 in Fund 267 (COPS AB3229)
- Z. Motion: Amending the Turlock Property and Business Improvement District No.2 Amended Operating Agreement by and between the Turlock Downtown Property Owners Association (TDPOA) and the City of Turlock
- AA. 1. Motion: Approving an agreement with the State of California's Franchise Tax Board for participation in the Interagency Intercept Collections (IIC) program
2. Motion: Approving an agreement with LexisNexis for skip tracing services required to participate in the Interagency Intercept Collections (IIC) program, in an annual amount not to exceed \$1,000
3. **Resolution No. 2012-193** Appropriating \$1,000 from Fund 110 "General Fund" to 110-10-112.43013 "Interagency Intercept Program Software Services," for participation in the Interagency Intercept Collections (IIC) program and associated skip tracing services
- AB. Motion: Approving a professional services agreement for preparation of a Cost Allocation Plan with Nimbus Consulting Group, Inc., in an amount not to exceed \$17,000
- AC. **Resolution No. 2012-194** Authorizing the release of unclaimed checks pursuant to California Government Code Section 50050 and 50053 to the City of Turlock
- AD. Motion: Rejecting Claim for Damages filed by Care West Insurance Company
- AE. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$115,000 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to \$13,309,725

6. FINAL READINGS: None

DRAFT

7. PUBLIC HEARINGS

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

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

Action: **Resolution No. 2012-195** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember DeHart, seconded by Councilmember Jackson, and carried unanimously.

- B. Regulatory Affairs Manager Michael Cooke presented the staff report on the request to amend Turlock Municipal Code Title 6, Chapter 4, Section 303(a)(14) regarding Prohibited Wastewater Discharges and Section 402 regarding Payment of Collection Charges.

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

Action: Motion by Councilmember White, seconded by Councilmember DeHart, introducing an Ordinance Amending Turlock Municipal Code Title 6, Chapter 4, Section 303(a)(14) regarding Prohibited Wastewater Discharges and Section 402 regarding Payment of Collection Charges and setting the final reading for November 27, 2012. Motion carried unanimously.

- C. Sr. Planner Rose Stillo presented the staff report on the request to adopt a Mitigated Negative Declaration of Environmental Effect pursuant to CEQA; amend the General Plan Land Use Diagram; amend the Zoning map attached to Title 9 of the Turlock Municipal Code (Yosemite Farm Credit) and approve Minor Discretionary Permit 2012-16 (Yosemite Farm Credit).

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

Action: Motion by Councilmember Jackson, seconded by Councilmember DeHart, Adopting a Mitigated Negative Declaration of Environmental Effect pursuant to the California Environmental Quality Act (CEQA). Motion carried unanimously.

Resolution No. 2012-196 Amending the Land Use Diagram of the Turlock General Plan [GPA 2012-02 (Yosemite Farm Credit)] was introduced by Councilmember DeHart, seconded by Councilmember Jackson, and carried unanimously.

DRAFT

Motion by Councilmember Jackson, seconded by Councilmember DeHart, introducing an Ordinance Amending the Zoning Map of the City of Turlock, California, attached to Title 9 of the Turlock Municipal Code [Rezone 2012-02 (Yosemite Farm Credit)] and setting the final reading for November 27, 2012. Motion carried unanimously.

Mayor Lazar advised the Resolution establishing conditions of approval for Minor Discretionary Permit 2012-16 (Yosemite Farm Credit) would be considered at the November 27, 2012 meeting, following approval of the Ordinance.

8. SCHEDULED MATTERS:

- A. Municipal Services Director Dan Madden presented the staff report on the request to accept the Municipal Services Department Annual Report for 2011-12 and direct staff to obtain proposals for professional consulting services to assist in the preparation of a water rate study.

Council and staff discussion included potential costs for generating the request for proposals (RFP) and for performing the water rate analysis.

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

Action: Motion by Councilmember Jackson, seconded by Councilmember Bublak, Accepting the Municipal Services Department Annual Report for 2011-12 Motion carried unanimously.

Motion directing staff to obtain proposals for professional consulting services to assist in the preparation of a Water Rate Study, with any contract subject to future Council review and approval failed due to lack of introduction. Motion will be brought forward at a future time after the new City Council is seated.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

Councilmember Jackson asked that in light of recent comments she has received regarding illegal activity being conducted in City parks, future consideration be given to looking into hours of operation and use/activity in parks.

10. COUNCIL COMMENTS: None

11. CLOSED SESSION:

City Attorney Phaedra Norton announced the Closed Session items.

- A. Conference with Real Property Negotiators, Cal. Gov't Code §54956.8
 Property: 900 N. Palm, Turlock, CA, APN#042-037-008
 Agency Negotiator: Roy Wasden
 Negotiating Parties: Turlock Irrigation District
 Under Negotiation: Price and terms of payment for the purchase/sale of the property located at 900 N. Palm St.

Action: Council provided direction to staff.

- B. 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

Action: Council provided direction to staff.

Mayor Lazar thanked the Salvation Army and Turlock community for their support of today's Kettle Clash that raised \$90,000 to provide for the needy during this holiday season.

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Jackson, to adjourn at 7:58 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



**Council
Synopsis**

50

November 27, 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 improvements for City Project No. 12-37, "HVAC Replacement at the Senior Center," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On August 14, 2012, staff awarded a contract in the amount of \$15,392 to Champion Industrial Contractors, Inc. of Modesto, California for "HVAC Replacement at the Senior Center." The work has been completed and staff recommends filing a notice of completion.

3. BASIS FOR RECOMMENDATION:

A) City Municipal Code requires that the City Council authorize the City Engineer to sign the Notice of Completion.

Strategic Plan Initiative

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

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:

Deny acceptance of work completed. Staff does not recommend this as the contractor completed the work according to the project specifications.

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. 12-37
HVAC REPLACEMENT AT THE SENIOR CENTER**

Notice is hereby given that work on the above-referenced project on city's property located at 1191 Cahill Avenue in the City of Turlock was completed by the undersigned agency on November 27, 2012. The contractor of work was Champion Industrial, PO Box 4399, Modesto, CA 95352, 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 November 28, 2012 at Turlock, California, Stanislaus County



**Council
Synopsis**

5D

November 27, 2012

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

Prepared by: Jeff Haney, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of \$10,250 (Fund 410 and 420) with Modesto Sand and Gravel, Modesto, California, for City Project No. 12-56, "Demolition of a Pole Barn at the Corporation Yard"

2. DISCUSSION OF ISSUE:

On November 5, 2012, One (1) bid was received for City Project No. 12-56, "Demolition of a Pole Barn at the Corporation Yard." Modesto Sand and Gravel of Modesto, California was the lowest responsible bidder with a bid in the amount of \$10,250

Bid Summary:

COMPANY NAME	BID AMOUNT
Modesto Sand and Gravel	\$10,250

The project will demolish the pole barn structure located at the Corporation Yard, 701 S. Walnut Road. The structure has become unsafe and has partially collapsed. Staff is recommending demolition versus repair due to cost and the structure is not needed.

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) This project is consistent with the following Strategic Plan Initiatives:

Strategic Plan Initiative H. COMMUNITY PROGRAMS FACILITIES AND I
INFRASTRUCTURE

Goal(s): a Community Infrastructure

iii. Provide safe and well-maintained facilities for the community, recreational programs and City of Turlock Employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Engineering & Permits
\$12,106	\$10,250	\$1,025	\$831

Funding is available in line item number 410-51-530.43320, "Special Services/Projects" and 420-52-550.43320, "Special Services/Projects" for the proposed work. These funds are specifically for this type of project.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject all bids submitted for this project. Staff does not recommend this alternative because the structure is unsafe and funds are available.

AGREEMENT

FOR PUBLIC IMPROVEMENT

PROJECT NO. 12-56
Demolition of a Pole Barn at the Corporation Yard

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

Modesto Sand & Gravel
6137 Hammett Court
Modesto, CA 95358

hereinafter called "Contractor" on this 27th day of November, 2012 (hereinafter called the "Agreement").

RECITALS

- A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.
- B On November 27, 2012, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
- C City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. Scope of Work:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of:

Demolish and remove pole barn and obtain a no-fee permit from the Building Division and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City

Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. The Contract:

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

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

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

3. Schedule:

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

4. Equipment & Performance of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for CITY PROJECT NO. 12-56, "Demolition of a Pole Barn at the Corporation Yard."

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

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Ten Thousand Two Hundred Fifty and NO/100ths Dollars (\$10,250.00)**. Said amount shall be paid in installments as hereinafter provided.

6. Time for Performance:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Five (5)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. Rights of City to Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best

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

8. Option of City to Terminate Agreement in Event of Failure to Complete Work:

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

9. Liquidated Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars (**\$250.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance by Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance

thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining to Payment for Work:

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

12. Permits, Compliance with Law:

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

13. Superintendence by Contractor:

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

14. Inspection by City:

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

15. Extra and/or Additional Work and Changes:

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

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

16. Change of Contract Price:

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or

- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9 1.03A "Work Performed by Contractor" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental," there will be added a markup of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8 1.01, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section 9 1.03A. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change of Contract Time:

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

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

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

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

18. Inspection and Testing of Materials:

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

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

19. Permits and Care of the Work:

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

20. Other Contracts:

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

21. Payments to Contractor:

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

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Hold-Harmless Agreement and Contractor's Insurance:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the

work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

23. Contractor's Insurance:

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

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.
- (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Surety bonds as described below.

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

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

- (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
- (3) Workers' Compensation: As statutorily required by the State of California.
- (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) Contractor

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

(d) Other Insurance Provisions: The commercial general and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under any of the required insurance coverages, the insurer, broker/producer, or Contractor shall provide City with sixty (60) days' prior written notice of such action.

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

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

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

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

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

24. Proof of Carriage of Insurance:

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

25. Wages & Hours of Employment:

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

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

26. Emergency - Additional Time for Performance - Procurement of Materials:

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

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

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

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

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be

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

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

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

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

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

27. Provisions Cumulative:

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

28. Notices:

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

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

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

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

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

29. Interpretation:

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

30. Antitrust Claims:

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

31. Use of City Project Number:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 12 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

Signature

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk



**Council
Synopsis**

5E

November 27, 2012

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

Prepared by: Jeff Haney, Senior Engineering Technician

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 replace the roof at the Marty Yerby, Center without compliance to the formal competitive bid procedure

Motion: Awarding bid and approving an agreement in the amount of \$11,350 (Fund 301) with Econo-Roofing of Delhi, California, for City Project No. 12-51, "Re-roof of Marty Yerby Center "

2. DISCUSSION OF ISSUE:

Due to age and repeated vandalism of the roof at the Marty Yerby Center at Columbia Park, the roofing material has been damaged beyond repair. In order to avoid further damage to the building from rain, the City Manager deemed the repair work an emergency and directed that the roof be replaced.

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. On or about October 1, 2012, the City Manager declared an emergency for the maintenance of the roof.

The City has negotiated a contract in the amount of \$11,350.00 with Econo-Roofing of Delhi, California, for all repairs and maintenance work required to replace the roofing material. As with all re-roof repairs, there is a possibility of dry rot under the old roofing material. If dry rot is encountered, staff will direct the repairs on a time and material bases and will return to Council with a contract change order.

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 completed.

B) Replacing the roof is necessary to prevent future and more expensive water damage to the roof and/or building.

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

Goal(s): a. Community Infrastructure

iii) Provide safe and well-maintained facilities for the community, recreational programs and City of Turlock employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Engineering & Inspection	Building Permit
\$13,122	\$11,350	\$1,135	\$362	\$275

Funding is available in line item number 301-61-620.51300, "Construction Repairs/Improvements" for the proposed work. These funds are specifically for Capital repairs and replacements at City facilities.

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 work at the Marty Yerby Center.

B. Not Award the Bid. This action is not recommended by Staff, as the Contract has already been negotiated and the Contractor has scheduled the work.

AGREEMENT

FOR PUBLIC IMPROVEMENT

PROJECT NO. 12-51
Re-roof of Marty Yerby Center

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

Econo Roofing
16721 Letteau Avenue
Delhi, CA 95315

hereinafter called "Contractor" on this 27th day of November, 2012 (hereinafter called the "Agreement").

RECITALS

- A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.
- B On November 27, 2012, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
- C City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. **Scope of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Remove and haul away existing roofing material, install new 30 lbs. roofing paper, white composition shingles with 30 year warranty, drip edge, attic vents as required by the building code, all work as described in the provided quote and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

2. The Contract:

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

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

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

3. Schedule:

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

4. Equipment & Performance of Work:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **CITY PROJECT NO. 12-51, "Re-roof of Marty Yerby Center ."**

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

5. Contract Price:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Eleven Thousand Three Hundred Fifty and 00/100ths Dollars (\$11,350.00)**. Said amount shall be paid in installments as hereinafter provided.

6. Time for Performance:

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

7. Rights of City to Increase Working Days:

If such work is not completed within such time, the City Engineer shall have the right to increase the number of working days in the amount the City Engineer may determine will best serve the interests of the City, and if the City Engineer desires to increase said number of working days, the City Engineer shall have the further right to charge the Contractor and deduct

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

8. Option of City to Terminate Agreement in Event of Failure to Complete Work:

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

9. Liquidated Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty and no/100ths Dollars (\$250.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance by Sureties:

In the event of any termination as hereinbefore provided, City shall immediately give written notice thereof to Contractor and Contractor's sureties, and the sureties shall have the right to take over and perform the agreement; provided, however, that if the sureties within five (5) days after giving them said notice of termination, do not give the City written notice of their intention to take over the performance of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem

advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

11. Disputes Pertaining to Payment for Work:

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

12. Permits, Compliance with Law:

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

13. Superintendence by Contractor:

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

14. Inspection by City:

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

15. Extra and/or Additional Work and Changes:

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

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

16. Change of Contract Price:

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a

unit price, the change order will be by a mutually agreed lump sum; or

- (c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

The Contractor will be paid the direct costs for labor, materials and equipment used in performing the force account work in accordance with Sections 9 1.03A "Work Performed by Contractor" of the Caltrans Standard Specifications as modified below.

To the total of the direct costs computed as provided in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental," there will be added a markup of 5 percent to the cost of labor, 5 percent to the cost of materials and 5 percent to the equipment rental.

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in conformance with the provisions in Section 8 1.01, "Subcontracting," an additional markup of 2 percent will be added to the total cost of that extra work including all markups specified in this Section 9 1.03A. The additional 2 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

17. Change of Contract Time:

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

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

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

18. Inspection and Testing of Materials:

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

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

19. Permits and Care of the Work:

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

20. Other Contracts:

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

21. Payments to Contractor:

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

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

22. Hold-Harmless Agreement and Contractor's Insurance:

Contractor shall indemnify, defend, and hold harmless City and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone

for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

23. Contractor's Insurance:

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

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

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.
- (2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Surety bonds as described below.

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

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

- (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
- (3) Workers' Compensation: As statutorily required by the State of California.
- (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

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

(d) Other Insurance Provisions: The commercial general and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under any of the required insurance coverages, the insurer, broker/producer, or Contractor shall provide City with sixty (60) days' prior written notice of such action.

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

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

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

(h) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverages for subcontractors shall be subject to all of the requirements stated herein.

24. Proof of Carriage of Insurance:

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

25. Wages & Hours of Employment:

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

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

26. Emergency - Additional Time for Performance - Procurement of Materials:

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

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

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

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

(b) If such materials or labor cannot be procured through legitimate channels within sixty (60) days after the filing of the aforesaid notice, either party may, upon thirty (30) days' written notice to the other, terminate this agreement. In such event, Contractor shall be compensated for all work executed upon a unit basis in proportion to the amount of the work completed, or upon a cost-plus-ten-percent (10%) basis, whichever is the lesser. Materials on the ground, in process of fabrication or in route upon the date of notice of termination specially ordered for the project and which cannot be utilized by Contractor, shall be compensated for by City at cost, including freight, provided the Contractor shall take all steps possible to minimize

this obligation; or

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

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

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

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

27. Provisions Cumulative:

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

28. Notices:

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

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

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

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

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

29. Interpretation:

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

30. Antitrust Claims:

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

31. Use of City Project Number:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 12 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

Signature

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk



**Council
Synopsis**

5F

November 27, 2012

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 in the credit amount of (\$71,000) from Fund 305 for City Project No. 0804B, "Turlock Public Safety Facility," Category 09 – Doors and Windows, bringing the contract total to \$1,132,203

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$1,203,203 to Diede Construction, Inc., of Woodbridge, California for "Turlock Public Safety Facility," Category 09 – Doors and Windows. In an effort to identify value engineering changes to the contract, City Staff, WLC and Diede Construction, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	\$1,203,203	2/1/11
Change Order No. 1	(\$71,000)	11/27/12
Adjusted Contract Total	\$1,132,203	

Description of change orders:

Change order No. 1 includes 3 items:

- 1) Delete window wall at Room 273 and replace with framing by Category No. 7. (Savings of \$30,000)
- 2) Change glazing on Room 219 from security glazing to tempered. (Savings of \$13,000)
- 3) Change aluminum framed fire rated windows to hollow metal framed fire rated windows. (Savings of \$28,000)

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.

Strategic Plan Initiative C. PUBLIC SAFETY

Goal(s): b Police Department

- ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The original contract amount of \$1,203,203 will be decreased in the amount of (\$71,111), bringing the total contract to \$1,132,203. (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

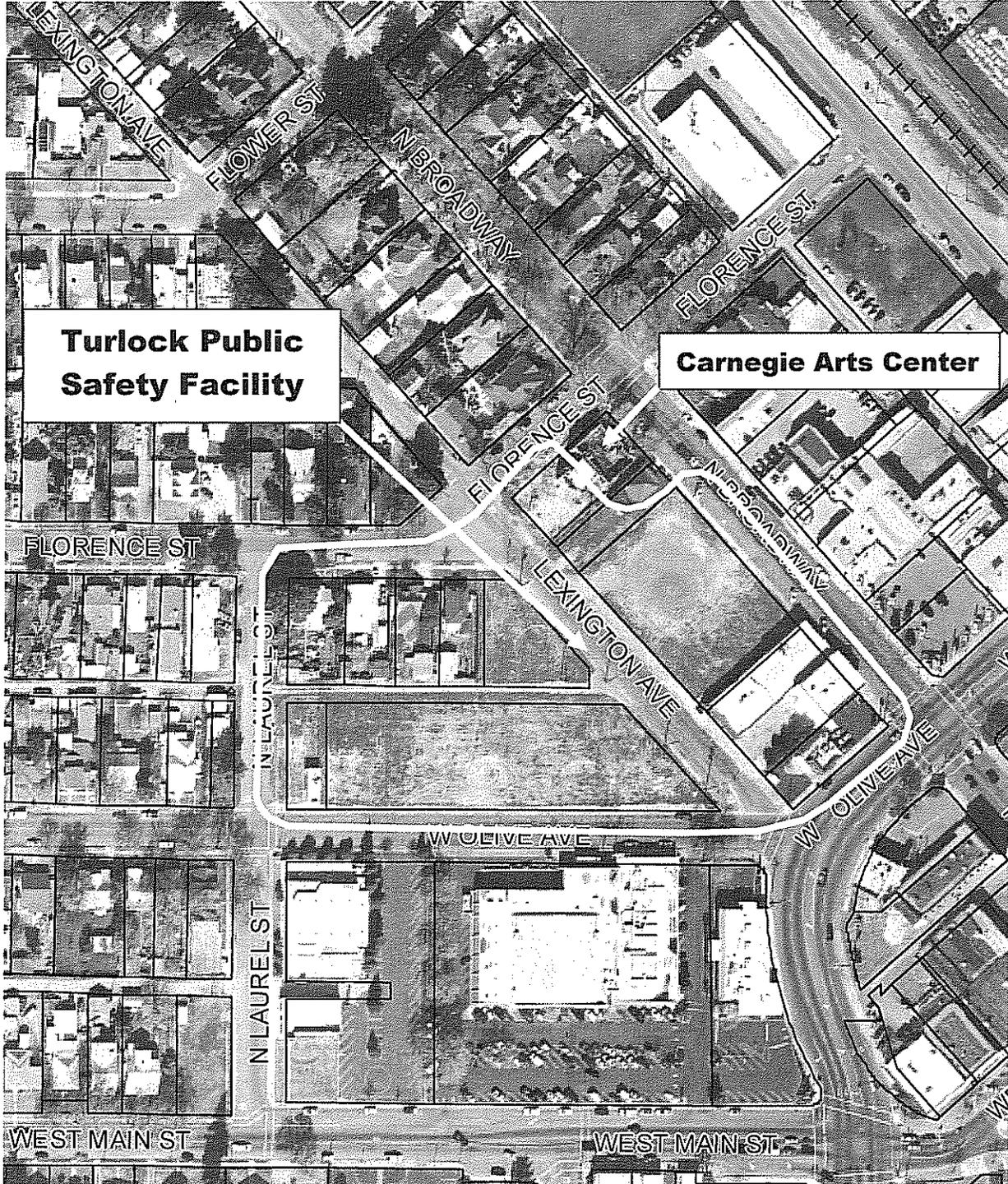
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Orders No. 1. This option is not recommended by City Staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved budget.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)





**CONTRACT
CHANGE ORDER
AUTHORIZATION
FORM**

PROJECT INFORMATION

Diede Construction, Inc.
P.O.Box 1007
Woodbridge, CA 95258
(209) 369-8255

Project Name: Turlock Public Safety Facility
Project No.: 0804B - Category 09
Awarded on: February 1, 2011
Original Contract Amount: \$1,203,203.00
Change to contract: (\$71,000.00)
Change percentage: -5.9%
New Contract Total: \$1,132,203.00

Change Order No.

Description of change order:

- 1 Delete window wall at Room 273 and replace with framing by Category No. 7.
- 2 Change glazing on Room 219 from security glazing to tempered.
- 3 Change aluminum framed fire rated windows to hollow metal framed fire rated windows.

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

Approved:  11/9/12
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

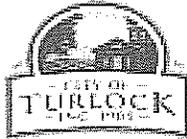
Approved: _____
Roy W. Wasden, City Manager Date

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: 27-Nov-12
 Project Name: Turlock Public Safety Facility

Change Order No.: 1

Diede Construction, Inc.
 P.O.Box 1007
 Woodbridge, CA 95258

Project No.: 0804B - Category 09
 Contract For: \$1,203,203.00
 Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Delete window wall at Room 273 and replace with framing by Category No. 7.	LS	1	(\$30,000.00) (\$30,000.00)
2	Change glazing on Room 219 from security glazing to tempered.	LS	1	(\$13,000.00) (\$13,000.00)
3	Change aluminum framed fire rated windows to hollow metal framed fire rated windows.	LS	1	(\$28,000.00) (\$28,000.00)
Total this CCO=				(\$71,000.00)
<i>The original contract sum =</i>				\$1,203,203.00
<i>Net change by previous change orders =</i>				\$0.00
<i>The contract sum will be (decreased) by this Change Order =</i>				(\$71,000.00)
<i>The new contract sum including this change order will be =</i>				\$1,132,203.00
<i>The contract time will be increased by (0) working days.</i>				

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 City Manager

Date: _____



Council Synopsis

56

November 27, 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 the bid rejection from Republic ITS/Siemens as non-responsive and authorizing the City Manager to execute an agreement with Independent Electric, Inc., of Turlock, California, for the purchase of Cobra Head 85-watt induction streetlight fixtures, in an amount not to exceed \$30,000, for a period of twelve (12) months

2. DISCUSSION OF ISSUE:

The Purchasing Office solicited formal bids for Cobra head 85-watt induction streetlight fixtures on Request for Bid (RFB) 12-249 by publishing the formal bid notice in the local newspaper, the City's website and at City Hall bulletin board, and contacting potential bidders by fax or email.

Seven (7) vendors were solicited. Four (4) Vendors submitted bids; one being a local vendor within the City limits. 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:

- | | | |
|-------------------------------|----------|-----------------------------|
| 1) Republic IT / Siemens | \$238.50 | Rejected for non-responsive |
| 2) Independent Electric, Inc. | \$296.05 | unit price |
| 3) Jam Services | \$410.00 | unit price |
| 4) Willie Electric Supply | \$312.50 | unit price |

Staff has reviewed the apparent low bidder's bid, Republic ITS/Siemens, and found it non-responsive for the following reasons:

1. The City specified 85-watt lamps. The supplier only has 80 watt and 100 watt lamps.
2. The City specified drop lenses; the product specified by the supplier has a flat ("cut-off") lens.
3. The City specified elliptical bulbs and clearly specified that "donut" bulbs were not acceptable; the product specified by the supplier has a donut-shaped bulb.

4. The City specified acrylic lenses; the product specified by the supplier has glass lenses.

Staff found the second lowest bidder, Independent Electric, Inc; proposing a product made by Tanko lighting that meets the City's specifications.

Therefore, for the reasons stated above, the apparent low bid by Republic ITS/Siemens should be rejected and the bid should be awarded to Independent Electric, Inc, the second lowest bidder.

3. BASIS FOR RECOMMENDATION:

City staff's recommendation is to award the contract to the second lowest responsive bidder meeting all specifications and requirements to Independent Electric, Inc., in the amount not to exceed \$30,000 for a period of twelve months.

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:

Currently budgeted in line number 302-40-420.51200 Miscellaneous Light Installation.

Fiscal impact to above line number: \$30,000

There is no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve agreement. This alternative is not recommended, the agreement offers the City firm pricing for Cobra head induction streetlight fixtures for a period of twelve months.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
INDEPENDENT ELECTRIC, INC.
for
COBRA HEAD 85-WATT INDUCTION STREETLIGHT FIXTURES
CONTRACT NO. 12-068

THIS AGREEMENT is made this 27th day of November, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **INDEPENDENT ELECTRIC, INC.**, a California Corporation, hereinafter referred to as "SUPPLIER."

WITNESSETH:

WHEREAS, CITY has a need for cobra head induction streetlight fixtures; and

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

2. PERSONNEL AND EQUIPMENT: SUPPLIER shall provide all personnel needed to accomplish the Services hereunder. SUPPLIER shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as SUPPLIER shall reasonably require to accomplish 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 SUPPLIER in accordance with Exhibit "A" and Exhibit "B" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit I and for performance by SUPPLIER of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Thirty Thousand and No/100^{ths} Dollars (\$30,000.00). SUPPLIER agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

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

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

(a) Minimum Scope of Insurance: 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) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of SUPPLIER, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to SUPPLIER's insurance (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, SUPPLIER's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of SUPPLIER's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or SUPPLIER shall provide CITY with sixty (60) days' prior written notice of such action.

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

(e) Automobile Insurance: SUPPLIER shall furnish CITY with proof of automobile liability coverage and a valid California driver license.

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

(g) Verification of Coverage: SUPPLIER shall furnish CITY with original certificates and 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.

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

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

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

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

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

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

control of SUPPLIER. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the SUPPLIER.

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

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

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

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

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 SUPPLIER, (2) legal dissolution of SUPPLIER, or (3) death of key principal(s) of SUPPLIER.

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

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

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

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

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

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

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

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

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. SUPPLIER shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. SUPPLIER specifically acknowledges that in entering into and executing this Agreement, SUPPLIER relies solely upon the provisions contained in this Agreement and no others.

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

regarding this project.

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 SUPPLIER for purposes other than this contract without the express prior written consent of CITY.

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For SUPPLIERS performing field work on public works contracts on which prevailing wages are required, SUPPLIER shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its 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 SUPPLIER'S charges to CITY under this Agreement.

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

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

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

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

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

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

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

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 SUPPLIER: INDEPENDENT ELECTRIC, INC.
ATTN: JOSEPH FREEMAN
1565 VENTURE LANE
TURLOCK, CA 95380
PHONE: (209) 668-4702
FAX: (209) 668-4434
EMAIL: joseph.freeman@iesupply.com

for CITY: CITY OF TURLOCK
ATTN: LARRY GILLEY, UTILITIES MANAGER
MUNICIPAL SERVICES
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 SUPPLIER thirty (30) days prior to the expiration of this Agreement. On each anniversary date, SUPPLIER will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in SUPPLIER's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

INDEPENDENT ELECTRIC, 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

EXHIBIT 'I'

SCOPE OF WORK AND SPECIFICATIONS COBRA HEAD 85-WATT INDUCTION STREETLIGHT FIXTURES

1.1 SCOPE OF WORK

Supplier will provide and deliver 85-watt cobra head induction streetlight fixtures to replace existing High Pressure Sodium (HPS) fixtures. It is the intent of the Municipal Services Department to purchase the maximum quantity of fixtures afforded within the dollar amount specified on "Exhibit B" as funded by an Energy Efficiency and Conservation Block Grant (EECBG) as part of the American Recovery and Reinvestment Act (ARRA). Installation will be performed by City staff.

1.2 TECHNICAL SPECIFICATIONS

These specifications are for 85-watt cobra head induction streetlights as specified.

1.2.1 LUMINAIRES

Luminaires shall be based on the Global Green Energy Ecowatt Model EW-3870FX electrodeless induction lamp or equivalent, except as modified in this section.

- a) All luminaires, including lamps, ballasts (frequency generator), fuses, and housings, shall include the latest design improvements available at the time the Contract is awarded.

I. Construction

- a. Luminaire shall be constructed of die-cast aluminum
- b. Luminaire may be either single-door or separate ballast and lamp door accessible from the exterior of the fixture for lamp and driver access
 - i. The lamp door shall have tool-free access via a bail-type wire latch
 - ii. the driver door shall be secured with a flat-blade screw
 - iii. Luminaire shall have the design characteristics of a traditional cobra head luminaire including:
 1. horizontal lamp
 2. integrated photocontrol receptacle
 3. NEMA standard size semi cut-off ("drop") prismatic lenses made of acrylic

II. Optics

- a. Reflector shall be made of one-piece hydro-formed aluminum with a semi-specular surface to control glare.

III. Lamp

- a. Lamp shall be integral to the fixture and shall be a single-ended elliptical shaped lamp, specifically ED-28.5 shape for the 85 watt fixture
- b. Lamp shall be a high-frequency design operating at 2.68 megahertz
- c. Lamp shall be constructed with a glass lamp envelope and an integral heat-sink aluminum base.
- d. The lamp shall have color temperatures ranging from 2700K to 6500K.
- e. Lamp shall be affixed to a heat sink suitable to maintain proper operating temperature

IV. Driver

- a. Driver shall operate at a power factor no less than .98

- b. Driver shall contain an integral thermal protection sensor to lower the lamp output in the event of operation at excessive ambient temperature
 - c. Lamp and driver shall be connected by a co-axial cable no greater than 31" in length.
- b) Notes on Technical Specifications:
- 1) Luminaires shall be Type III distribution; lenses shall be of a semi cut-off ("drop") design. Cut off and / or "flat" lenses are not acceptable. The lens shall be prismatic and made of acrylic.
 - 2) The bulb shall be of an elliptical shape. The City will not accept luminaires that are not of a global / spherical shape, including but not limited to bulbs with a shape that is rectangular, square, U-shaped, ring, "donut", or circular.
 - 3) The contractor and / or vendor shall provide photometric data verifying that the proposed luminaire does not result in a reduction of light distribution and intensity compared to the Global Green Energy Ecowatt electrodeless induction lamp.
 - 4) Fixtures shall have lens gasket designed to prevent entrance of foreign material into the sealed optical system. The gasket seal shall be designed to prevent intrusion by insects and environmental contaminants.
 - 5) Wiring shall be neat, bundled, and kept away from excess heat.
 - 6) Mounting and housing bolts shall be of non-corrosive material.
 - 7) A wildlife shield shall be included in the housing where the luminaire attaches to the mast arm.
 - 8) A prewired, heavy duty terminal block capable of receiving input wiring ranging from #12 to #6 AWG shall be installed in the fixture.
 - 9) Luminaires shall be weatherproofed and meet the Minimum National Electrical Manufacturers Association (NEMA) Ingress Protection (IP) rating of 55 for the lamp cavity and 24 for the gear cavity.
 - 10) Housings shall be of die-cast aluminum, with a durable weather proof finish (epoxy or electrostatically applied, polyester powder coat) with a Light Grey ("battleship") color.
 - 11) For arm-type luminaires, provide Universal slip fitting for mounting onto a bracket 1.5/8" to 2.3/8" (O.D.) in diameter.
 - 12) Each luminaire shall have a standard NEMA tool-less rotatable bayonet mount photoelectric receptacle mount connected to the same voltage as unit.
 - 13) Latches shall allow for tool-less entry into the fixture lamp and driver compartment.
 - 14) Luminaires shall be UL and / or CSA listed.
 - 15) The fixture, including all components, shall have an average rated life of not less than

100,000 hours or 10 years, whichever is greater.

1.3 WARRANTY (LUMINAIRES): 10-YEAR

- a) Warranty Period: Luminaires to include a written manufacturer's warranty, agreeing to replace external parts of luminaires exhibiting a failure of finish as specified below and a written manufacturer's warranty, agreeing to replace internal parts of luminaires from failure including Ballast (frequency generator), Lamp and all other electrical components as specified below.
- b) Protection of Metal from Corrosion: Luminaires shall include a manufacturer's warranty against perforation or erosion of finish due to weathering for a period of not less than 10 years from the date of installation.
- c) Color Retention: Luminaires shall include a manufacturer's warranty against fading, staining, and chalking due to effects of weather and solar radiation for a period of not less than 10 years from date of installation.
- d) Components: Luminaires shall include a manufacturer's warranty of not less than 10 years from date of installation for all components. Lamp and ballast (frequency generator) shall include manufacturer's 10 year full replacement warranty.
- e) Refurbished Equipment: The luminaire may contain some reused / refurbished components, such as the housing or lens. Nevertheless, the luminaire shall be in "like new" condition which shall mean that the housing and lens must be free of all defects, including but not limited to: perforations, holes, erosion, cracks, fading, staining, and chalking. The City reserves the right to require the Supplier to replace any and all refurbished luminaires that fail to comply with these standards at no cost to the City.

1.4 FEATURES AND FUNCTIONALITY

The RFB specifications have been gathered from various books, brochures, sample specifications and literature. As a result, it is possible that the City has listed as a desirable specification something that is unique to one manufacturer. It is not the City's intent to specify product unique to a single manufacturer.

1.5 PARTS AND MATERIALS APPROVAL

The Utilities Manager shall have the opportunity, at his discretion, to approve all parts and materials required for the purchase of the products, prior to or upon their delivery at the Turlock City Corporation Yard, at 701 S. Walnut, Turlock, CA 95380.

All parts and materials not conforming to the requirements of the specifications shall be considered defective and all such parts and materials, whether in place or not, shall be rejected and removed immediately from the delivery site by the vendor, at the vendor's expense, unless otherwise permitted or directed by the Utilities Manager. Upon failure of the vendor to comply with any order from the Utilities Manager, the Utilities Manager shall have the authority to remove and replace the defective parts and materials, and deduct the cost from any monies due, or to become due to the vendor.

1.6 SUPPLIER'S RESPONSIBILITY:

The Supplier shall be responsible for and have care, custody, and control of the parts, materials, and equipment to be used therein, delivered to the delivery site. The Supplier shall bear full risk

of loss, injury or damage to any part of the cobra head induction streetlight fixtures and parts, material or equipment by action of the elements, or from any other cause, whether arising from the execution or non-execution of the delivery of the cobra head induction streetlight fixtures. The Supplier shall rebuild, repair, restore and make whole, all loss or damage to any portion of the product or products including all parts and materials, before final acceptance, and shall bear the expense thereof, except for such loss or damage caused by the acts of the City, State, or Federal Government, or by an act of God as defined in Section 4185 of the California Government Code.

EXHIBIT A

REQUEST FOR BID AND SPECIFICATIONS NO. 12-249 COBRA HEAD 85-WATT INDUCTION STREETLIGHT FIXTURES

BID ACKNOWLEDGEMENT

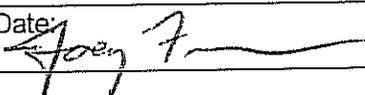
The City is soliciting bids from qualified bidders to furnish its requirements per the specifications, terms and conditions contained in the above referenced Bid number. This Bid Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the bid response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of Bids:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing the bid. (b) Quote price as specified in Bid. No alterations or changes or any kind shall be permitted to Bid Form. Responses that do not comply shall be subject to rejection in total.
2. **Failure to Submit Bid** If you are not submitting a bid but want to remain on the mailing list and receive future bids, complete, sign and return this Bid Acknowledgement and state the reason you are not pricing.
3. **Taxes and Freight Charges:** (a) unless otherwise required and specified in the RFB, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the bid. (c) Amount paid for transportation of property to the City is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping paper shows the consignee as one (1) of the Agencies; as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the Agencies are exempt from certain Federal excise taxes. The Agencies will furnish an exemption certificate.
4. **Award:** (a) Unless otherwise specified by the bidder or the RFB gives notice of an all-or-none award, the City may accept any item or group of items of any bid. (b) Bids are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFB. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful bidder within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. **Patent Indemnity:** Bidders who do business with the City shall hold the City, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or un-patented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. **Samples:** Samples of items, when required, shall be furnished free of expense to the City and if not destroyed by test may upon request (made when the sample is furnished), be returned at the bidder's expense.
7. **Rights and Remedies of Agencies for Default:** (a) In the event any item furnished by the bidder in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by the bidder with its bid, the City may reject the same, and it shall thereupon become the duty of the bidder to reclaim and remove the same forthwith, without expense to the City, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the bidder fail, neglect or refuse so to do the City shall thereupon have the right purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the City. In the event that the bidder fails to make prompt delivery as specified for any item, the same conditions as to the rights of the City to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the bidder. (c) The rights and remedies of the Agencies provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **Discounts:** (a) Terms of less than ten (10) days for cash discount will be considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFB, or from date correct invoices are received by the City at the billing address

specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

9. **California Government Code Section 4552:** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
10. **No Guarantee or Warranty:** The City makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.
11. **Two (2) "Inked" Signed Original Bid Documents Required:** Failure to furnish two (2) "inked" signed original bid documents, plus two (2) copies of a signed original bid documents will result in disqualification.
12. **Transportation/Shipping:** Product shipment is to be provided by bidder. Fixtures are to be shipped to and from site via truck in large Gaylord cargo boxes on pallets. Gaylord boxes fit from 18-36 fixtures per box.

The undersigned acknowledges receipt of above referenced RFB and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the bidder indicated below, in accordance with the specifications, terms and conditions of this RFB and Bid Acknowledgement.

Firm:	Independent Electric Supply
Address:	1565 Venture Lane
City/State/Zip:	Turlock CA 95350
Signature/Title/Date:	 Sales 10-23-12

BID PROPOSAL/ PRICING SCHEDULE- EXHIBIT 'B'

Page 1 of 3

EXHIBIT B

**CITY OF TURLOCK
BID PROPOSAL FORM**

BID NO RFP NO. 12-249

BID DUE DATE: TUESDAY, OCTOBER 23, 2012 BEFORE 3:00 P.M.

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

COBRA HEAD 85-WATT INDUCTION STREETLIGHT FIXTURES

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

BIDDER TO READ

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

Company Name: <i>Independent Electric Supply</i>	
By (Person Submitting Bid) <i>Joseph Freeman</i>	(Print)
By (Person Submitting Bid): <i>[Signature]</i>	(Signature)
Title of Person Submitting Bid: <i>Sales</i>	
Business Address, City and State, Zip: <i>1565 Venture Lane Turlock CA 95380</i>	
Telephone Number: <i>209-668-4702</i>	Fax Number: <i>209-668-4434</i>
Date: <i>10-23-12</i>	E-Mail Address: <i>joseph.freeman@iesupply.com</i>

FAILURE TO FURNISH TWO (2) "INKED" SIGNED ORIGINAL BID DOCUMENTS, PLUS TWO (2) COPIES OF A SIGNED ORIGINAL BID DOCUMENTS WILL RESULT IN DISQUALIFICATION.

BID PROPOSAL / PRICING SCHEDULE - EXHIBIT 'B'

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for 85-watt cobra head induction streetlight fixtures dated October 23, 2012, at the prices indicated herein. Bidder also acknowledges that at no time shall total costs exceed the stated amount of \$30,000.

PRICING SCHEDULE

Description	Qty	Unit	Unit Price	Extended Price
85-watt cobra head induction streetlights	94	EA	\$ 296.05	\$ 27828.70
Sales Tax @ 7.375%				\$ 2052.37
Grand Total				\$ 29,881.07
<i>Bidder also acknowledges that at no time shall total costs exceed the stated amount of \$30,000. The City neither implies nor guarantees a specific level of usage, if any, under resultant order.</i>				

All prices are to be F.O.B. destination, TURLOCK, CA. Any freight/delivery charges are to be included.

The above stated pricing is subject to 0 percent (0 %) cash discount if invoice is paid ___ days after acceptance of equipment. Terms of less than ten (10) days will be considered as net.

City of Turlock Tax Certificate

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

If yes, number: 351301

"Piggyback" Contracting

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

Addendums (if applicable):

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

Terms

California State Sales Tax @ 7.375% will be added at time of purchase.

Nondiscrimination Clause

- a) In connection with the execution of this agreement, VENDOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. VENDOR 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. VENDOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and

the State of California now in existence or hereafter enacted. Further, VENDOR shall comply with the provisions of Section 1735 of the California Labor Code.

- b) Vendor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Vendor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Vendor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace

Bidder/Vendor certifies that he/she is in compliance with Section 8385 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

American Recovery and Reinvestment Act (ARRA) Requirements

The Bidder understands that the project is funded by the American Recovery and Reinvestment Act. As such, the bidder shall comply with all provisions of the Act including, but not limited to, the Buy American, Access to Records, Wage Rate and Davis Bacon requirements.

Offer and Acceptance

Vendor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Vendor agrees that Vendor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Vendor constitutes written notification to Vendor of City's rejection of any and all of Vendor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

Vendor's License No. 351301 Expiration Date: 12-31-12

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

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

Independent Electric Supply
Company Name

[Signature]
Signature of Authorized Representative

94-2209880
Federal Tax ID Number

EXHIBIT G

**CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 12-249**

85-WATT COBRA HEAD INDUCTION STREETLIGHT FIXTURES

**FEDERAL REGULATIONS FOR ARRA FUNDED PROJECTS
ARRA SECTION 902 AND 1515(1)**

SECTION 902

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) to examine any records of the vendor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the vendor or any of its subcontractor, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

SECTION 1515(1)

ACCESS: With respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.) is authorized:

- (1) to examine any records of the vendor or grantee, any of its subcontractors or sub-grantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and
- (2) to interview any officer or employee of the vendor, grantee, sub-grantee, or agency regarding such transactions.

SECTION 1605

All iron, steel, and manufactured goods used shall be produced in the United States. This requirement may only be waived if (a) it is inconsistent with the public interest, (b) the relevant manufactured goods are not produced in the United States; or (c) inclusion of the relevant manufactured goods produced in the United States will increase the cost of the overall project by more than 25%, as set out in Section 1605 of the Recovery Act. All bidders shall indicate compliance by signing below.

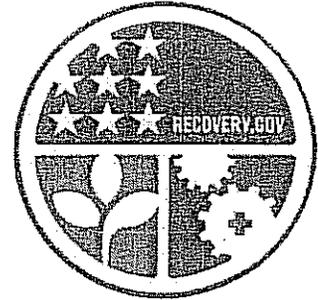
The bidder hereby certifies that it will comply with the requirements of ARRA Sections 902, 1515(1) and 1605.

Signature: Joey F Date: 10-23-12

Company Name: Independent Electric Supply

Title: Sales

See following Buy American Act Compliance



Buy American Act Compliance

Tanko Streetlighting Services' products are made in the USA and meet the guidelines established under the Buy American Act.

Tanko Streetlighting Services currently operates a 12,000 square foot state-of-the-art facility in a designated economic enterprise zone in San Francisco, California. All fixtures are assembled using documented US labor, with technicians earning well above both federal and local minimum wage.

As an Original Equipment Manufacturer (OEM), Tanko Streetlighting Services performs engineering, assembly, wiring, testing, and inspection of all fixtures in its San Francisco facility.

Tanko Streetlighting Services is proud that its products are made in the USA and comply with the Buy American Act.

For any questions, please contact: Jason Tanko, President; 415.254.7579;
jason@tankolighting.com.



**Council
Synopsis**

5H

November 27, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Neil Cervenka, Police Sergeant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the acceptance of an allocation of funds, execution of a grant agreement and the commitments necessary to administer the "Distracted Driving High Visibility Enforcement Demonstration Project (DDHVEDP)" grant through the California Office of Traffic Safety (OTS), in an amount not to exceed \$12,070, and appropriating revenues and related expenditures in Fund 266 "Police Grants" for Fiscal Year 2012-13

2. DISCUSSION OF ISSUE:

In October, 2012, the Office of Traffic Safety (OTS) notified the Turlock Police Department that it had been awarded a grant under the Distracted Driving High Visibility Enforcement Demonstration Project (DDHVEDP). The grant was approved in the amount not to exceed \$12,070.00. The grant period begins November 1, 2012, and ends on September 30, 2013.

As specified in the grant application, the enforcement and education programs will specifically target the reduction of distracted driving violations during three two-week mobilizations. The National Highway Traffic Safety Administration (NHTSA) will compliment enforcement by providing a large media campaign. The grant awarded to Turlock Police Department is only for overtime personnel costs when participating in special enforcement details.

3. BASIS FOR RECOMMENDATION:

- A. City of Turlock policy requires City Council to approve all agreements.
- B. Staff sought funding under the OTS DDHVEDP to reduce the number of people injured and killed as a result of distracted driving collisions.
- C. The grant will provide for overtime costs, including benefits, for officers assigned to assist in the operations.

STRATEGIC PLAN:

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Costs incurred (over-time pay and associated benefits) are reimbursable by the California Office of Traffic Safety (OTS) through the DDHVEDP program. In conjunction with acceptance of this grant, Staff is seeking an amendment to the 2012-13 budget in Fund 266 "Police Grants" to account for the revenues and related expenditures in an amount not to exceed \$12,070.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

Council could decline this grant.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE	}	RESOLUTION NO. 2012-
ACCEPTANCE OF AN ALLOCATION OF	}	
FUNDS, EXECUTION OF A GRANT	}	
AGREEMENT AND THE COMMITMENTS	}	
NECESSARY TO ADMINISTER THE	}	
"DISTRACTED DRIVING HIGH VISIBILITY	}	
ENFORCEMENT DEMONSTRATION	}	
PROJECT (DDHVEDP)" GRANT THROUGH	}	
THE CALIFORNIA OFFICE OF TRAFFIC	}	
SAFETY (OTS), IN AN AMOUNT NOT TO	}	
EXCEED \$12,070, AND APPROPRIATING	}	
SAID FUNDS FOR REVENUES RELATED	}	
EXPENDITURES IN FUND 266 "POLICE	}	
GRANTS" FOR FISCAL YEAR 2012-13	}	

WHEREAS, the City Council authorizes the necessary commitments to administer the "Distracted Driving High Visibility Enforcement Demonstration Project" (DDHVEDP) grant through the California Office of Traffic Safety (OTS); and,

WHEREAS, this grant reimburses overtime pay and benefits for employees involved in the "DDHVEDP" program:

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

1. Authorize the accepting of allocation of funds for the DDHVEDP grant; and,
2. Authorize the execution of the necessary Grant Agreements; and,
3. Appropriation of the grant revenues to the appropriate revenue and expenditure accounts to Fund 266 "Police Grants Fund."

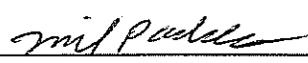
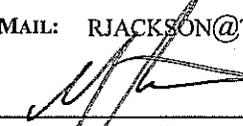
BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby authorize the Chief of Police of the City of Turlock to sign all documents required to apply this grant on behalf of the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of November 2012, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

1. GRANT TITLE Distracted Driving High Visibility Enforcement Demonstration Project	
2. NAME OF APPLICANT AGENCY City of Turlock	4. GRANT PERIOD From: 11/1/12 To: 9/30/13
3. AGENCY UNIT TO HANDLE GRANT Turlock Police Department	
5. GRANT DESCRIPTION California was selected by the National Highway Traffic Safety Administration (NHTSA) to participate in an expanded Distracted Driving High-Visibility Enforcement Demonstration program similar to the 2010 pilot including Syracuse, New York and Hartford, Connecticut. In this program, local law enforcement agencies and California Highway Patrol offices in nine counties of the Sacramento Valley Media Market Region will enforce distracted driving violations during three two-week mobilizations. NHTSA will compliment enforcement by providing a large media campaign using "Phone in One Hand, Ticket in the Other". As demonstrated in similar high-visibility campaigns, this countermeasure will prevent fatalities and injuries associated with distracted driving, more specifically caused by the use of hand-held cell phones and texting while driving.	
6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$12,070.00	
The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> • Page 2 (OTS-38a) • Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure • Schedule B (OTS-38d) – Budget Estimate and Sub-Budget Estimate (if applicable) • Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable) • Schedule C (OTS-38g) – Quarterly Evaluation Data Form • Exhibit A – Federal Certifications and Assurances • Exhibit B* - OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at: www.ots.ca.gov/Grants//Grant_Administration/Program_Manual.asp.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p>	
7. APPROVAL SIGNATURES	
A. GRANT DIRECTOR	B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY
NAME: MIGUEL PACHECO PHONE: 209-668-5550 TITLE: LIEUTENANT FAX: 209-668-5502 ADDRESS: 900 N. PALM ST TURLOCK, CA 95380 E-MAIL: MPACHECO@TURLOCK.CA.US	NAME: ROBERT A. JACKSON PHONE: 209-668-5550 TITLE: CHIEF OF POLICE FAX: 209-668-5502 ADDRESS: 900 N. PALM ST TURLOCK, CA 95380 E-MAIL: RJACKSON@TURLOCK.CA.US
 _____ (Signature) 10-23-12 _____ (Date)	 _____ (Signature) 10-23-12 _____ (Date)
C. FISCAL OR ACCOUNTING OFFICIAL	D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS
NAME: MARIE LORENZI PHONE: 209-668-5570 TITLE: ACCOUNTANT, SR FAX: 209-668-5576 ADDRESS: 156 S. BROADWAY TURLOCK, CA 95380 E-MAIL: MLORENZI@TURLOCK.CA.US	NAME: FINANCE DEPARTMENT ADDRESS: 156 S. BROADWAY AVE STE 110 TURLOCK, CA 95380
_____ (Signature) _____ (Date)	



Council Synopsis

51
November 27, 2012

From: Heidi McNally-Dial, Economic Development / Redevelopment Manager

Prepared by: Heidi McNally-Dial, Economic Development / Redevelopment
Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving and supporting the request of the County of Stanislaus to expand the Stanislaus Enterprise Zone

2. DISCUSSION OF ISSUE:

In 2005, an Enterprise Zone was established in Stanislaus County that included portions of unincorporated Stanislaus County and portions of land in the Cities of Ceres, Modesto and Turlock. The Alliance has been designated the County – wide administrator of the Zone and a Memorandum of Understanding has been adopted regarding Enterprise Zone expansions. Since initial approval the Enterprise Zone has been amended three times to include additional areas. The County of Stanislaus would now like to add additional unincorporated area totaling 257.29 acres to assist three local businesses that operate in the unincorporated area of Stanislaus County. The three businesses making the request and the acreage to be included are Burchell Nursery for 100 acres, Dave Wilson Nursery for 100 acres and Hughson Nut for 59.27 acres.

3. BASIS FOR RECOMMENDATION:

The Department of Housing and Community Development (HCD) has determined that in order for additional expansions to take place, all the cities within the Enterprise Zone must formally approve the expansion before application can be made to HCD. Additional acreage exists within the allowed expansion criteria of the Stanislaus Enterprise Zone. Staff believes it is appropriate to support potential job creation throughout the County by approving and supporting the other County and City's request for inclusion.

STRATEGIC PLAN:

Strategic Plan Initiative: Economic Development

Goal(s): **1 a.** Create and sustain value added economic development
 1 b. Job creation and retention

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

Council could elect not to pass the Resolution, denying the County and these businesses the benefits of an Enterprise Zone.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING }
AND SUPPORTING THE REQUEST OF }
THE COUNTY OF STANISLAUS TO }
EXPAND THE STANISLAUS ENTERPRISE }
ZONE }
_____ }

RESOLUTION NO. 2012-

WHEREAS, the County of Stanislaus currently has an enterprise zone that was established on November 16, 2005 and has jurisdiction over the existing zone, as well as the proposed expansion area; and

WHEREAS, existing law allows an enterprise zone to expand its geographic boundaries by up to a maximum of 15% of the original zone boundaries; and

WHEREAS, the Stanislaus Enterprise Zone is comprised of roughly 67,000 acres; and

WHEREAS, Stanislaus County wishes to expand the boundaries of their enterprise zone by 259.29 acres to assist three businesses; and

WHEREAS, land included within the proposed expansion area is used for industrial or commercial use; and

WHEREAS, basic infrastructure is available to the areas that would be included in the proposed expansion area; and

WHEREAS, the County of Stanislaus will provide the same or equivalent local incentives in the expansion areas as provided to the existing enterprise zone; and

WHEREAS, the County of Stanislaus will submit a written request as required to the California Department of Housing & Community Development to have their respective enterprise zone boundaries expanded.

NOW, THEREFORE, BE IT RESOLVED that the County of Stanislaus desires to expand the geographic boundaries of their enterprise zone by a total of 259.29 acres and that the City Council of the City of Turlock does hereby approve this expansion request and directs the Stanislaus Economic Development and Workforce Alliance, as the Stanislaus EZ Administrator, to submit the written request and required accompanying documentation to expand the enterprise zone for the County of Stanislaus.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of November, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



CLAIM FORM

(Please type or print)

RECEIVED
NOV 07 2012 55
City of Turlock
Administrative Services

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Diana S. Chojczak

SS#: [REDACTED] DOB: 7-30-49 Gender: Male Female

Claimant's address: 731 E. Tuolumne Rd, Turlock, CA 95382

Claimant's Telephone Number(s): (home) 634-0521, (cell) 613-8114

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

Date of incident/accident: November 5, 2012, about 1:15 pm

Date injuries, damages, or losses were discovered: same as above because of loud noise

Location of incident/accident: 309 Columbia St, Turlock, CA 95380
when tree branch fell

What did entity or employee do to cause this loss, damage, or injury? large city tree (2 in front of 309 Columbia) branch fell and struck trunk of my car.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? The tree branch fell and hit trunk of car creating a dent and chipping the paint
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$ 719.82

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:

DOES NOT EXCEED \$25,000 EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? I took my car (Toyota Camry) for estimate to H&R Auto Body & Painting for repair of damage done by tree.
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 11-06-2012 Signature: Diana S. Chojczak

If signed by representative:

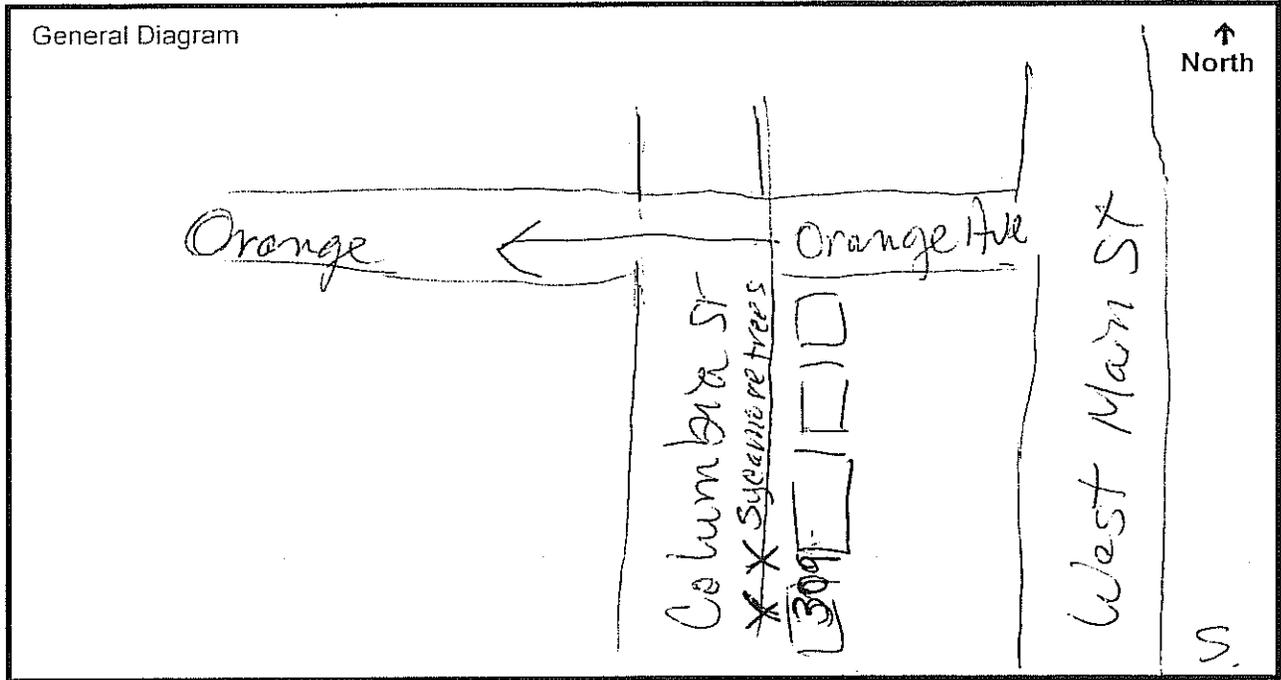
Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

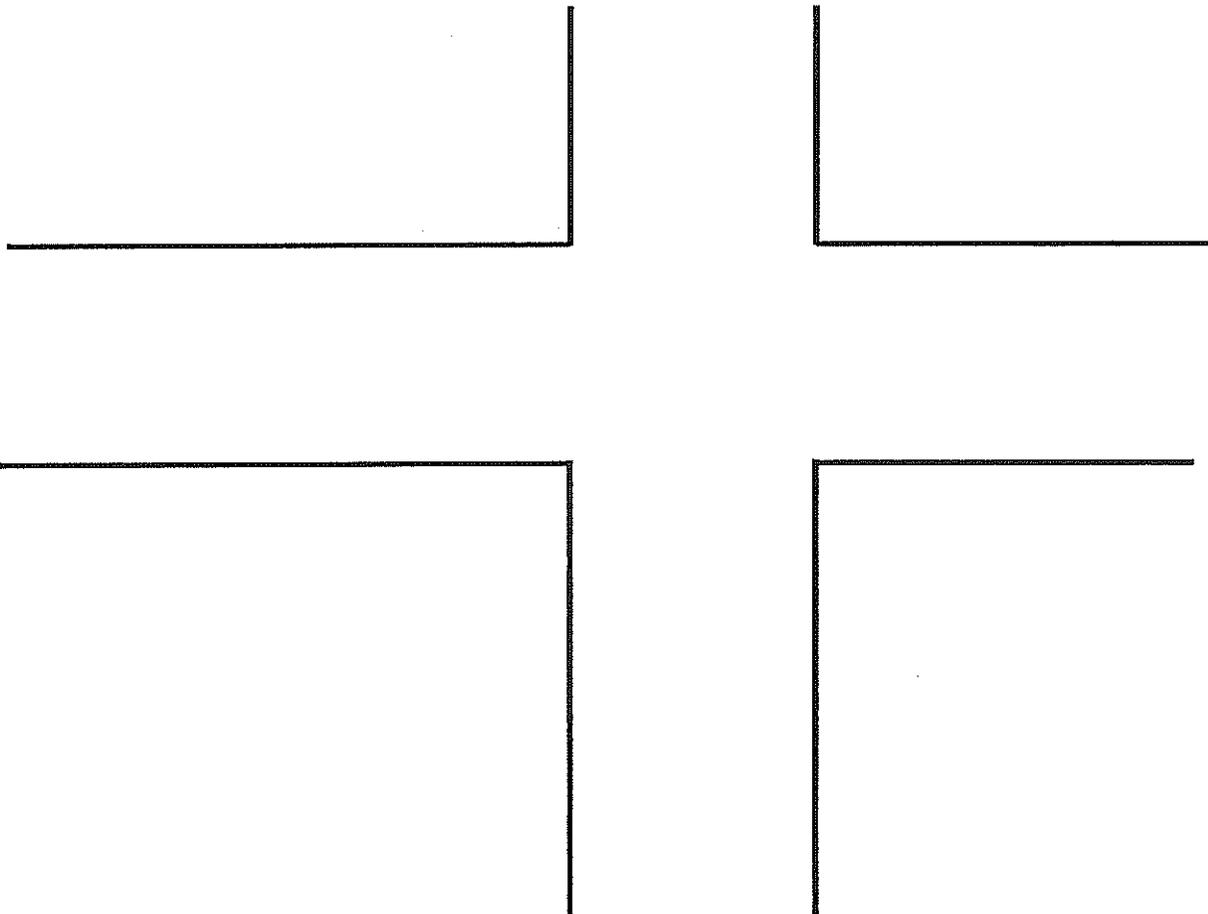
The two city trees are right in front of 309 Columbia St.

DIAGRAMS



Street Incidents

North



**H&R AUTO BODY & PAINTING
SPECIALISTS**

Workfile ID: 0bc0855d
Federal ID: 94-2743077
BAR: AJ090353

IF YOU'VE TRIED THE REST, SEE THE BEST
933 N GOLDEN STATE BLVD, TURLOCK, CA 95380
Phone: (209) 668-1926
FAX: (209) 668-1928

Preliminary Estimate

Customer: CHOJCZAK, D.

Job Number:

Written By: Jeff Long

Insured: CHOJCZAK, D.
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
CHOJCZAK, D.

Inspection Location:
H&R AUTO BODY & PAINTING
SPECIALISTS
933 N GOLDEN STATE BLVD
TURLOCK, CA 95380
Repair Facility
(209) 668-1926 Day

Insurance Company:

VEHICLE

Year: 2000	Body Style: 4D SED	VIN: JT2BG22K2Y0405327	Mileage In:
Make: TOYO	Engine: 4-2.2L-FI	License:	Mileage Out:
Model: CAMRY LE	Production Date:	State:	Vehicle Out:
Color: GRAY MET Int:	Condition:	Job #:	

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors

DECOR

Tinted Glass
Dual Mirrors
Console/Storage

CONVENIENCE

Air Conditioning
Rear Defogger
Tilt Wheel
Cruise Control

Intermittent Wipers

RADIO

AM Radio
FM Radio
Stereo
Cassette
Search/Seek
CD Player

SAFETY

Driver Air Bag

Passenger Air Bag

SEATS

Cloth Seats
Bucket Seats

WHEELS

Full Wheel Covers

PAINT

Clear Coat Paint

Preliminary Estimate

Customer: CHOJCZAK, D.

Job Number:

Vehicle: 2000 TOYO CAMRY LE 4D SED 4-2.2L-FI GRAY MET

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		TRUNK LID					
2	*	Rpr Trunk lid US built		0	0.00	2.5	2.3
3		Add for Clear Coat		0	0.00	0.0	0.9
4	Repl	Nameplate "TOYOTA" factory installed	7544733040	1	25.54	0.2	0.0
5	Repl	Nameplate "CAMRY" factory installed	7544233050	1	28.45	0.2	0.0
6	Repl	Nameplate "LE" factory installed	7544333900	1	22.21	0.2	0.0
7	Repl	Emblem factory installed	75441AA040	1	24.62	0.2	0.0
8	#	CAR COVER		1	10.00 T	0.0	0.0
9	#	HAZARDOUS WASTE		1	8.00 X	0.0	0.0
10	#	COLOR TINT		1	0.00	0.5	0.0
SUBTOTALS					118.82	3.8	3.2

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			100.82
Body Labor	3.8 hrs @	\$ 68.00 /hr	258.40
Paint Labor	3.2 hrs @	\$ 68.00 /hr	217.60
Paint Supplies	3.2 hrs @	\$ 34.00 /hr	108.80
Miscellaneous			18.00
Subtotal			703.62
Sales Tax	\$ 219.62 @	7.3750 %	16.20
Grand Total			719.82
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			719.82

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH CONTINGENCIES.

Preliminary Estimate

Customer: CHOJCZAK, D.

Job Number:

Vehicle: 2000 TOYO CAMRY LE 4D SED 4-2.2L-FI GRAY MET

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. PATHWAYS: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

Preliminary Estimate

Customer: CHOJCZAK, D.

Job Number:

Vehicle: 2000 TOYO CAMRY LE 4D SED 4-2.2L-FI GRAY MET

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide AEM8509, CCC Data Date 11/1/2012, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (***) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as AM. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2012 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 6, CHAPTER 4, }
SECTION 303(a)(14), REGARDING PROHIBITED }
WASTEWATER DISCHARGES AND SECTION }
402 REGARDING PAYMENT OF COLLECTION }
CHARGES }
_____ }

ORDINANCE NO. -CS

WHEREAS, subject to authorization in a waste discharge permit, the City of Turlock allows exceptions to established wastewater quality standards for its significant industrial users; and

WHEREAS, the language in Turlock Municipal Code at §6-4-303 is contradictory and must be clarified; and

WHEREAS, to provide consistency between the sewer code and the water code, the delinquency penalty for the non-payment of utility charges needs to be standardized.

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

SECTION 1. AMENDMENT: Title 6, Chapter 4, Section 303(a)(14) is hereby amended to read as follows:

6-4-303(a)(14) Prohibited discharges.

(a) Prohibited discharges. No user shall discharge, or cause or permit to be discharged directly or indirectly into the sewer system:

(14) Any wastewater having a pH less than 5.5, or more than 8.5 or in excess of the limitations specified in any less stringent permit or regulation or wastewater that has any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the City, unless the POTW is specifically designated to accommodate those discharges, or authorized by city issued waste discharge permit.

SECTION 2. AMENDMENT: Title 6, Chapter 4, Section 402 is hereby amended to read as follows:

6-4-402 Payment of collection charges.

(a) Billing and Payment. Accounts for sewer collection shall be billed on a monthly basis in conjunction with billing for water, garbage, rubbish and garden refuse services and shall be due and payable in the City of Turlock Finance Office by the last day of the month billed.

(b) Nonpayment of Collection Charges. In the event of nonpayment of the charges for sewer services as provided in this article, the following procedures and penalties shall apply:

(1) If payment for any charges shown on the utility bill are not received by the City of Turlock Finance Office by 5:00 p.m. on the fifth day following the due date (including applicable penalties), the customer's account shall be charged a delinquency penalty of Twenty-Five and no/100ths (\$25.00) Dollars on the sixth day.

(2) Notice. A written notice of delinquency shall be sent by the Finance Office to any customer whose account remains delinquent. The written notice to be mailed or delivered to the customer shall notify him that the service is subject to disconnection and/or delinquent charges will be submitted for collection. Such notice shall contain the information to avoid such action. The City of Turlock shall give notice of the delinquency and impending termination pursuant to Section 10010 of the Public Utilities Code.

(3) If payment of said billing is not received by the City of Turlock Finance Office, or other arrangements are not made by 5:00 p.m. on the fifth day following the due date (including applicable penalties), service may be terminated or submitted for collection; provided, that notice was given pursuant to Section 10010 of the Public Utilities Code and that termination of services for nonpayment of billing shall not occur on any Saturday, Sunday, legal holiday, or at any time during which the business office of the City of Turlock is not open to the public.

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

SECTION 5. 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 27th day of November, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 27th day of November, 2012.

JOHN S. LAZAR, Mayor

ATTEST:

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

SECTION 4. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise 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 5. ENACTMENT. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. 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 27th day of November, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 27th day of November, 2012.

John Lazar, Mayor

ATTEST:

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



Council Synopsis

8A
November 27, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Capital Facility Fee Program report for Fiscal Year 2011-12

2. DISCUSSION OF ISSUE:

The CFF Annual Report for Fiscal Year 2011-2012 has been prepared as an annual requirement by the State of California in accordance with Section 66006 of the Government Code. The City of Turlock collects Capital Facilities Fees (CFF) on new development to fund infrastructure improvements that are necessary to accommodate new growth.

State law requires that the City make the following information available to the public for each separate fund on an annual basis, and that the City Council review that information at a public meeting. The law requires the report to include the following information for each individual fund for the fiscal year:

- The beginning and ending balance of the fund; and
- The amount of the fees collected and interest earned; and
- The amount of refunds made; and
- A description of each interfund transfer or loan made by the fund; and
- Identification of each public improvement on which fees were expended and the amount expended on each improvement.

Attached for your review is the report detailing Fiscal Year 2011/12.

3. BASIS FOR RECOMMENDATION:

- A) Section 66006 of the Government Code requires that an annual report of CFF activity be reviewed and accepted by the City Council.

B) **Strategic Plan Initiative** D. MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A) Deny acceptance of the report. This is not recommended as state law dictates that the report be prepared and accepted annually.



CAPITAL FACILITIES FEES ANNUAL REPORT

**Fiscal Year
2011-2012**

Prepared By:
Development Services Department
November 8, 2012

Introduction

This CFF Annual Report for Fiscal Year 2011-2012 has been prepared as an annual requirement by the State of California in accordance with Section 66006 of the Government Code. The City of Turlock collects Capital Facilities Fees (CFF) on new development to fund infrastructure improvements that are necessary to accommodate new growth.

State law requires that the City make the following information available to the public for each separate fund on an annual basis, and that the City Council review that information at a public meeting. The law requires the report to include the following information for each individual fund for the fiscal year:

- The beginning and ending balance of the fund; and
- The amount of the fees collected and interest earned; and
- The amount of refunds made; and
- A description of each interfund transfer or loan made by the fund; and
- Identification of each public improvement on which fees were expended and the amount expended on each improvement.

If the agency no longer needs the funds for the purposes collected, or if the agency fails to make required findings, or perform certain administrative tasks prescribed by AB 1600, the agency may be required to refund, on a prorated basis to owners of the properties upon which the fees for the improvement were imposed, the monies collected for that project and any interest earned on those funds.

Beginning and Ending Balance of Funds, Amount of Fees Collected and Interest Earned

Table 1 “Combining Statement of Revenues, Expenditures, and Changes in Fund Balances” outlines the beginning and ending balance of each fund for Fiscal Year 2011-2012. Detailed expenditures are shown under each fund description. Furthermore, since this is a pay-as-you-go program, the City must accrue enough revenue to construct a project. This results in an “accumulation” of fund balances. The accumulation occurs until enough revenue is generated to construct a project.

**Table 1 - CAPITAL FACILITY FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE Year ended June 30, 2012**

	Fund 440 Roadways	Fund 441 Police	Fund 442/460 General Gov't	Fund 443 Fire	Fund 444 Contingency Reserve
Beginning Balance 7/1/11	\$ 2,723,135.47	\$ 4,746,581.51	\$ 5,712,880.06	\$ 1,269,281.73	\$ 174,253.74
Revenue 11/12	513,936.55	295,733.17	337,108.41	122,804.65	0.00
Interest Earned	7,948.37	15,490.53	16,542.96	3,844.62	(333.10)
Loan Proceeds	0.00	0.00	0.00	0.00	0.00
Grant Proceeds	0.00	25,050	0.00	0.00	
Expenditures 11/12	402,651.68	11,491,157.71	1,175,096.08	136.07	119,064.00
Refunds 11/12	0.00	0.00	0.00	0.00	0.00
Transfer In	0.00	11,404,734.10	115,800	0.00	12,560.00
Transfer Out	595.00	0.00	87,153	0.00	0.00
Ending Balance 6/30/12	\$ 2,841,773.71	\$ 4,996,431.60	\$ 4,920,082.35	\$ 1,395,794.93	\$ 67,416.64

Refunds

There were a total of zero CFF refunds this fiscal year. Table 2 details the refunds as they occurred throughout the year. Refunds are not uncommon and can occur for a variety of reasons such as a property owner deciding not to build a project, but the fees were paid or at times an overpayment was paid.

Table 2 - 2009-2010 Capital Facilities Fees Payment Refunds

Date	Applicant	Permit Number	Amount	Reason
N/A	N/A	N/A	N/A	N/A
Total of Refunds			\$ 0.00	

Revenues

Table 3 “Five Year Revenue History of CFF Funds” illustrates the revenue over a five year period. These funds are based on new development and have suffered through the recession. However, FY 2011/12 saw revenues increase from the fiscal year 2010/11 to fiscal year 2011/12 by 36%. The highest revenue year for all funds was in fiscal year 2007/08 and thus far, the lowest has been in fiscal year 2010/11.

Table 3 - Capital Facilities Fees - Revenue (Fiscal Years 2007-2008 through 2011-2012)

Fund	FY 2007/08	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12
Fund 440 Roadways	\$2,415,890.55	\$625,010.29	\$597,176.75	\$283,369.27	\$513,936.55
Fund 441 Police	\$902,840.33	\$206,551.42	\$174,802.29	\$100,200.93	\$295,733.17
Fund 442/460 General Gov't	\$1,077,651.89	\$238,584.16	\$203,723.72	\$121,548.99	\$337,108.41
Fund 443 Fire	\$369,556.75	\$83,341.63	\$72,474.69	\$427,167.83	\$122,804.65
Fund 444 Contingency Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue All Funds	\$4,765,939.52	\$1,153,487.50	\$1,048,177.45	\$932,287.02	\$1,269,582.78

CFF Expenditures & Transfers

Capital Facilities Fees mitigate the impacts caused by new development on certain public facilities. They are used to finance the acquisition, construction and improvement of public facilities needed as a result of this new development. Separate funds have been established to account for the impact of new development on the following types of public facilities listed below.

The Funds are defined as follows:

Fund 440 - Roadways Capital Facilities Fee Fund

The fees collected and deposited into this fund are for roadway improvements (such as expressways, arterials and collectors, as well as their intersections and traffic signals) as defined in the 2004 Capital Facilities Nexus Study.

Fund 441 - Police Capital Facilities Fee Fund

The fees collected and deposited into this fund are for the Police facilities expansion, vehicles and equipment as defined in the 2004 Capital Facilities Nexus Study.

Fund 442 – General Government Capital Facilities Fee Fund

The fees collected and deposited into this fund are for the General Government facilities expansion, vehicles and equipment as defined in the 2004 Capital Facilities Nexus Study.

Fund 443 - Fire Capital Facilities Fee Fund

The fees collected and deposited into this fund are for the Fire facilities expansion, vehicles and equipment as defined in the 2004 Capital Facilities Nexus Study.

Fund 460 - Capital Facilities Fee Administration Fund

The fees collected and deposited into this fund are for the administration of the CFF Program to include the preparation of the Annual and Five Year Capital Facilities Fee Reports, and periodic Capital Facilities Fee Updates. Other administrative requirements include the day to day management of CFF funded Capital Improvement Program (CIP) projects which includes the preparation of annual CIP budgets and the preparation of the Capital Facility Fee proformas for all five sub-funds that make up the CFF proforma. Pursuant to Government Code Section 66000 requiring the preparation of the Annual and Five-Year Report, the City has included this fund as a means to document and fund the Administrative costs associated with this State Mandated reporting requirement.

Fund 444 – Contingency Reserve Facilities Fee Administration Fund

This fund is a hold over fund from a previous capital facilities fee program and currently has no revenue source. The fund is used to transfer dollars to other CFF accounts to help facilitate expedited construction of the improvements when expedited construction is appropriate. The transfers are loans and repayment is required unless the City Council deems it unnecessary.

Table 4 “2011-2012 Expenses by Fund” outlines all CFF expenses by fund.

Fund	Project	Expenditure
Fund 440 Roadways	Bank Charges	\$278.22
	Traffic Signal at Kilroy and West Main	\$331,549.62
	Hwy 99 at Fulkerth Interchange	\$70,823.84
	Transfer out to Fund 216 Kilroy, W. Main	\$595.00
	Total	\$403,246.68
Fund 441 Police	Bank Charges	\$264.01
	Public Safety Facility	\$11,404,734.10
	Interest Expansion Lasalle	\$2,694.32
	Principal Lasalle Bldg	\$83,465.28
	Total	\$11,491,157.71
Fund 442/460 General Gov't	Bank Charges	\$481.31
	General Plan Update	\$232,855.08
	Carnegie Rebuild	\$868,943.67
	Space Needs Assessment	\$25,608.00
	Stanislaus County Regional Impact Fee	\$6,662.32
	Interest Lasalle Admin	\$1,267.97
	Principal Lasalle Admin	\$39,277.73
	Transfer out to Police Fund 441	\$17,153
	Administrative Costs Fund 110 and 142	\$70,000.00
	Total	\$1,262,249
Fund 443 Fire	Bank Charges	\$136.07
	Total	\$136.07
Fund 444 Contingency Reserve	Bank Charges	\$6.09
	Morgan Ranch Master Plan	\$119,057.91
	Total	\$119,064.00

Summary

This is an Annual Report as required by Section 66006 of the Government Code. The City collects these fees on a pay-as-you-go basis for mitigation of impacts associated with new development. This Report reflects the annual reporting requirements as stipulated in the Government Code.



Council Synopsis

November 27, 2012

SB

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Convention and Visitors Bureau (CVB) 2012 Budget

Resolution: Authorizing the execution of any and all documents relative to the Convention and Visitors Bureau (CVB) including but not limited to any amendments to the current agreement

2. DISCUSSION OF ISSUE:

By agreement between the City of Turlock and the Turlock Chamber of Commerce, the CVB acts as the tourism marketing arm of the City. The mission statement of the CVB is as follows: *The Turlock Convention and Visitors Bureau is responsible through marketing efforts to bring visitors into the Turlock area, thereby enhancing the local economy.*

The Agreement referenced above provides that the Chamber receive up to a maximum of \$99,000 annually for fixed and salary administrative expenses with additional funds allocated for other specific products or programs. A copy of the initial agreement which provided for the Chamber to receive one-third of the transient occupancy tax and the amendment are attached as Exhibit A. The proposed budget this year reflects fixed administrative fees of \$14,900 and salaries/benefits of \$82,618.56. The salary and benefits portion of the TOT would provide for 100% of the CVB Manager's salary, 50% of an Office Assistant's salary, 15% of the Chamber CEO's salary, 100% of a staff assistant, and 100% of a part time intern Administrative Assistant's salary. The TOT funds are part of the City's general fund and can be used for a wide variety of purposes the Council deems appropriate. The agreement provides that the CVB will provide a work plan with their proposed budget. Attached with the proposed budget is the CVB 2013 Plan of Action Breakdown detailing the budgeted work plan of the CVB for 2013. The CVB Annual Report will be provided in January of 2013 after the 2012 year is completed.

The CVB's 2013 proposed budget of \$211,645 is equivalent to the dollar amount requested in 2012 and provides for continuation of programs and services with the following areas as priorities: Community outreach, signage, publications, and economic impact measurement. It should be noted this budget proposes partnering with the Carnegie Arts Center for weekend visitors and information

distribution to visitors for a \$5,200 cost. This is being accomplished without increasing the budget.

3. BASIS FOR RECOMMENDATION:

A) Staff believes that the CVB is an asset to the City, particularly for economic development efforts. Materials developed by the CVB supplement and compliment other City efforts. In addition, the CVB Director represents Turlock at local travel and tourism meetings. A strong working relationship has been formed between the CVB and the City's Parks, Recreation and Public Facilities Division to create coordination with sporting tournaments, the annual Christmas Parade and a variety of other programs.

B) This project meets the objectives set forth in the City Council's Strategic Plan. Policy Initiative – Fiscal Responsibility, Goal 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:

General Fund appropriation of \$211,645 in TOT monies for CVB services and activities.

5. CITY MANAGER'S COMMENTS:

Recommend approval of this year's Chamber CVB request.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Do not provide the TOT allocation to the Chamber contrary to the Agreement. The Agreement provides for termination by either party with or without cause with 90 days written notice.

B. Provide additional funding for additional services or to expand services.

C. Direct Staff of the City and Chamber to develop other methods of funding.

D. Direct staff to develop a competitive RFP for travel/tourism/marketing services.



CVB 2013 Proposed Budget

Income

Trans. Occ. Tax	\$	211,445.00
Smart Phone Advertising	\$	100.00
Main Street Flagpole Income	\$	50.00
Misc. Revenue	\$	50.00
TOTAL	\$	211,645.00

Expenses

Communications & Advertising	\$	32,500.00
Marketing	\$	11,880.00
Community Support	\$	41,600.00
Technology	\$	12,565.00
Professional Development	\$	3,900.00
Dues & Subscriptions	\$	1,500.00
Stationary & Supplies	\$	8,700.00
Operations & Admin	\$	99,000.00
Total	\$	211,645.00

Total Projected Income	\$	211,645.00
Total CVB Expenses	\$	211,645.00
Net Income - Budget	\$	-



CVB 2013

Plan of Action Breakdown

Organization: **Turlock CVB**

Year: **2013**

Submitted by: **Desa Cammack**

Com/Advert. **\$31,500**

Community Sup. **\$46,500**

Total Budget: **\$112,645**

Marketing **\$8,100**

Technology **\$11,865**

Prof. Dev. **\$4,500**

Stationary & Supp **\$8,700**

Dues & Sub. **\$1,480**

Communications & Advertising					
Line	Item	Description/Justification	Acct	Total	
1	Directory & Visitors Guide	Chamber directory	Aug 7205	10,000	
2	Visitor/Relocation Packets	Postage of mailed visitor info	7210	1,000	
3	Economic Profile	Printing costs for publication	Jan 7215	1,500	
4	Attractions Map	Reprint every odd #d year	November 7220	1,500	
5	Official City Map	Chamber's City Map	Oct 7200	10,000	
6	Facilities Guide	Reprint every even #d year		2,000	
7	Community Advertising		7240	5,000	
8	Tours	Guided tours for potential businesses & event coordinators	7225	500	
				Grand Total	\$31,500
Marketing					
Line	Item	Description/Justification	Acct.	Total	
9	Promotional Items	Sporting event goodie bags/ Fair Sponsor item/CVB booth	7235	2,000	
10	Media Tourism Advertising		7235	3,600	
11	Familization Tour			0	
12	Smart Phone App	Smart Phone Design promoting Turlock	7260	2,000	
13	Lead Aquisition	Promoting on travel sites - requests for visitor guides	7250	500	
14	Mini-Board	Reconstruction and Signage - located at Pedretti Park	7255	0	
				Grand Total	\$8,100
Community Support					
Line	Item	Description/Justification	Acct.	Total	
15	Community Funding	Sponsoring events like Turlock Lake Road Race & Christmas Parade	7400	45,000	
16	Signage	Community Image/ Downtown Banners/Sports Complex	7405	500	
17	Event Hosting		7410	1,000	
				Grand Total	\$46,500
Technology					
Line	Item	Description/Justification	Acct.	Total	
18	Maintenance Administration	Technical support on web/Web design & Updates	7600	800	
19	Hosting/Domain Fees	Web Hosting/PDA Services/Domain Name Fees	7605	1,200	
20	Hardware/Maintenance	Purchase & Repairs of Products	7610	4,300	
21		Purchase and Renewals of Software	7615	500	
22	Depreciation	5 & 7 Year Equipment Replacement	7620	4,065	
23	Equipment Repairs		7610	1,000	
				Grand Total	\$11,865
Professional Development					
Line	Item	Description/Justification	Acct.	Total	
24	Training Seminars	Stanislaus County Tourism Roundtable/CVTA Winter Forum	7705	1,000	
25	Conferences	Rural Tourism/Sports/WACE	7700	2,000	
26	Travel	Transportation/Hotel/Meals	7800	1,000	
27	Mileage Reimbursement	Local Mileage/Conference & Seminar Reimbursement	7805	500	
				Grand Total	\$4,500
Dues & Subscriptions					
Line	Item	Description/Justification	Acct.	Total	
28	Smith Travel Data	Data on Turlock lodging trends vs. Stanislaus County	Sept 7300	500	
29	CVTA	Central Valley Tourism Association	Jul 7300	300	
30	WACVB	Western Association of Convention & Visitors Bureau	Jul 7315	630	
31	CalTIA	California Travel Industry Association	Aug 7305	0	
32	TIA	Travel Industry Association - US Travel Association	7310	-	
33	WACE	Western Association of Chamber Execs	7320	50	
34	Print Material Subscriptions		7330	-	
				Grand Total	\$1,480
Stationary & Supplies					
Line	Item	Description/Justification	Acct.	Total	
35	Office Supplies		7500	2,000	
36	Outside Printing Services		7505	1,000	
37	Image Services	Photography/Graphic Design/Stock Photos/Artwork	7260	500	
378	Weekend Visitors Center	Carnegie Arts Center Visitors Center Operations	7260	5,200	
				Grand Total	\$8,700
				Total Budget	\$112,645



CVB 2013
Administrative Fees Breakdown

	Allocation %	2013	
		Per Month	Annual
FIXED EXPENSES:			
Accounting	25%	\$ 450.00	\$ 5,400.00
Copier (Based on 500 at c.06)	20%	\$ 30.00	\$ 360.00
Insurance	20%	\$ 141.67	\$ 1,700.00
Office Supplies	30%	\$ 200.00	\$ 2,100.00
Personal Property Tax	0%	\$ -	\$ -
Postage Meter	20%	\$ 86.67	\$ 1,040.00
Repairs/Maintenance	20%	\$ 166.67	\$ 1,400.00
Telephone	20%	\$ 100.00	\$ 1,500.00
Utilities	20%	\$ 100.00	\$ 1,400.00
TOTAL		\$ 1,275.00	\$ 14,900.00
SALARIES/BENEFITS:			
CVB Manager/Associate Director	100%	\$ 3,354.83	\$ 40,258.00
Office Assistant/ Receptionist	50%	\$ 765.01	\$ 9,180.08
President & CEO/ Chamber	15%	\$ 1,106.99	\$ 13,283.83
Staff Assistant	100%	\$ 687.50	\$ 8,250.00
Intern	100%	\$ -	\$ -
Payroll Tax	*	\$ 535.85	\$ 6,430.14
Health	100%	\$ 260.00	\$ 3,144.00
Workers Compensation	*	\$ 72.06	\$ 864.77
Retirement Match	3%	\$ 91.87	\$ 1,207.74
TOTAL		\$ 6,874.11	\$ 82,618.56
			\$ 97,518.56
Yearly Administration Fee =			\$ 99,000.00

* Based on Wages

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
EXECUTION OF ANY AND ALL }
DOCUMENTS RELATIVE TO THE }
CONVENTION AND VISITORS BUREAU }
(CVB) INCLUDING BUT NOT LIMITED TO }
ANY AMENDMENTS TO THE CURRENT }
AGREEMENT }

RESOLUTION NO. 2012

WHEREAS, the City of Turlock and the Turlock Chamber of Commerce have contracted in order to establish the tourism and marketing arm of the City through the establishment of the Convention and Visitors Bureau; and

WHEREAS, the CVB is responsible through marketing efforts to bring visitors into the Turlock area, thereby enhancing the local economy; and

WHEREAS, the CVB by agreement has the ability to request amendments to their annual budget on an as needed basis.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the execution of any and all documents relative to the Convention and Visitor's Bureau including but not limited to any amendments to the current agreement.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of November, 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