

# City Council Agenda



DECEMBER 11, 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](http://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.

## 6:00 – 7:00 p.m. – Reception honoring incoming and outgoing Councilmembers

### 1. A. CALL TO ORDER

### B. SALUTE TO THE FLAG

### C. RECOGNITION OF OUTGOING COUNCILMEMBER

### 2. ELECTION RESULTS

- A. Resolution: Reciting the facts of the General Municipal Election held in said City of Turlock on the 6<sup>th</sup> day of November, 2012, declaring the results thereof and such other matters as are provided by law
- B. Oath of Office for Councilmembers
- C. Oath of Office for Treasurer
- D. Special Oath
- E. New Council Seated

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

**3. A. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**

1. Presentation: California State University, Stanislaus Business Technical Writing Class regarding Turlock Farmers Market
2. Presentation: Turlock Together

**B. SPECIAL BRIEFINGS: None**

**C. STAFF UPDATES**

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

**D. PUBLIC PARTICIPATION**

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

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

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

**5. CONSENT CALENDAR**

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

- A. Resolution: Accepting Demands of 11/15/12 in the amount of \$1,342,925.14
- B. Motion: Accepting Minutes of Special Meeting of November 27, 2012; Minutes of Regular Meeting of November 27, 2012
- C.
  1. Motion: Authorizing the filing of a Notice of Exemption per CEQA Section 15302 (c) (Replacement or Reconstruction), as staff has found this project not to have a significant effect on the environment
  2. Motion: Awarding bid and approving an agreement in the amount of \$1,186,495 (Fund 410 and 420) with Mid Cal Pipeline & Utilities, Inc., of Merced, California, for City Project No. 10-53, "Water and Sewerline Replacement in the Alleys"
  3. Resolution: Transferring \$160,000 to account number 420-52-551.51129 "C-900 Alley Between Berkeley & East Main to Yosemite" from account number 420-52-551.51270 "Construction Project" for City Project No. 10-53, "Water and Sewerline Replacement in the Alleys"
- D. 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
- E. Motion: Approving a retainer agreement for Fiscal Years 2012-13 and 2013-14, in an amount not to exceed \$100,000, with Omni-Means Ltd., of Roseville, California, for professional traffic engineering services

- F. Resolution: Approving a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2011-12 and Fiscal Year 2012-13 in the amount of \$719,761 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates
- G. Motion: Approving the renewal for the Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to offer youth basketball programs within the community
- H. Resolution: Accepting donations received from July through December Fiscal Year 2012-13, to be deposited as per Exhibit A, for a variety of Parks, Recreation & Public Facilities Division programs, scholarships, and activities
- I. Resolution: Authorizing the acceptance of an allocation of funds, execution of a grant agreement and the commitments necessary to administer the "DUI/Drivers License Checkpoint" mini-grant through the California Office of Traffic Safety (OTS), in an amount not to exceed \$34,400, and Appropriating revenues and related expenditures in Fund 266 "Police Grants" for Fiscal Year 2012-13
- J. Resolution: Authorizing the acceptance of an allocation of funds and execution of an equitable sharing agreement through the United States Department of Justice, in an amount not to exceed \$5,000, and appropriating revenues and related expenditures in Fund 201 "Asset Forfeiture" for Fiscal Year 2012-13
- K. Resolution: Authorizing the filling of one (1) vacant Emergency Services Dispatcher within the Support Operations Division of the Police Department through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed
- L. Resolution: Adopting the 2013 City Council Meeting Schedule
- M. Motion: Rejecting Claim for Damages filed by Pamela Bills
- N. Motion: Approving the exchange agreement with Richard Mello et al., for City Project No. 11-41, "Sewer Lift Stations on West Main/Clinton and West Main/Tegner"

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:** None

8. **SCHEDULED MATTERS:** None

9. **COUNCIL ITEMS FOR FUTURE CONSIDERATION**

10. **COUNCIL COMMENTS**

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

**11. CLOSED SESSION**

- A. Conference with Legal Counsel – Existing Litigation, Cal. Gov't Code §54956.9(a)  
Name of case: California Clean Energy Committee vs. City of Turlock
  
- B. 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**

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IN HONOR OF

MARY JACKSON

CITY OF TURLOCK COUNCILMEMBER

December 9, 2008 – December 11, 2012

WHEREAS, Councilmember Mary Jackson has served this community as a member of the Turlock City Council for the past four years, including serving as Vice-Mayor for the past year; and

WHEREAS, Councilmember Jackson has long supported community activities in the City of Turlock; and

WHEREAS, during her tenure, Councilmember Jackson devoted her time and interest to rebuilding and supporting the Carnegie Arts Facility, providing resources and encouragement to the underprivileged in our community, and offering heartfelt representation to the citizens of Turlock; and

WHEREAS, Councilmember Jackson has worked diligently for the betterment of the economic, cultural, and aesthetic development of our community; and

WHEREAS, Councilmember Jackson has contributed to the growth and development of our area through her involvement as the City of Turlock's representative on the Policy Board of the Stanislaus County Council of Governments; and

WHEREAS, Councilmember Jackson has demonstrated in many practical ways her deep and genuine love for our community and the surrounding area.

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 the citizens of the City of Turlock, do hereby express our sincere appreciation and thanks to MARY JACKSON for her dedicated service to 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 11<sup>th</sup> day of December, 2012.

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RECITING THE FACTS }  
OF THE GENERAL MUNICIPAL ELECTION }  
HELD IN SAID CITY OF TURLOCK ON THE }  
6<sup>th</sup> DAY OF NOVEMBER, 2012, }  
DECLARING THE RESULTS THEREOF }  
AND SUCH OTHER MATTERS AS ARE }  
PROVIDED BY LAW }

RESOLUTION NO. 2012-

**WHEREAS**, a regular General Municipal Election was held and conducted in the City of Turlock, County of Stanislaus, State of California, on Tuesday, the 6<sup>th</sup> day of November, 2012, as required by law; and

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

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

**SECTION 1.** The whole number of votes cast in the City, the names of the person voted for and the number of votes given at each precinct to each person and the office for which each person was voted for and the number of votes given in the City to each person are as set forth on "Exhibit A," attached hereto and made a part of this resolution.

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

1. Amy Bublak was elected Member of the City Council of said City for the full term of four years.
2. Steven Nascimento was elected Member of the City Council of said City for the full term of four years.
1. Diana Lewis was elected Treasurer of the City Council of said City for the full term of four years.

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

***PASSED AND ADOPTED*** at a regular meeting of the City Council of the City of Turlock this 11<sup>th</sup> day of December, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

CERTIFICATE OF CANVASS  
AND STATEMENT OF RESULTS  
FOR VOTES CAST  
FOR A  
GENERAL MUNICIPAL ELECTION  
HELD IN THE  
CITY OF TURLOCK  
ON  
NOVEMBER 6, 2012

I, Kellie E. Weaver, City Clerk of the City of Turlock, State of California, do hereby certify that I did cause a public canvass on the returns of the votes cast in the General Municipal election held in November 6, 2012, within the interior boundaries of the City of Turlock, and do hereby declare the results thereof as follows:

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

Treasurer: One (1) to be elected

Diana Lewis .....14,136

Member, City Council: Two (2) to be elected

Sergio A. Alvarado .....4,229

Mary Jackson .....8,272

Amy Bublak .....10,662

Steven Nascimento .....9,482

The whole number of registered voters was 30,488

The whole number of ballots cast in the City was 21,353.

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

Date: December 11, 2012

ATTEST:

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

**Attachment A**

November 6, 2012 General Municipal Election  
for City of Turlock

Registered Voters: 30,488  
Ballots Cast: 21,353  
Turnout: 70.04%

The number of votes given at each precinct to each person was as follows:

**Precinct Turlock 1, 19, 37:**

Registered Voters..... 802  
Ballots Cast ..... 399  
Turnout Percentage..... 49.75

Member, City Council

Sergio A. Alvarado..... 107  
Mary Jackson ..... 127  
Amy Bublak ..... 187  
Steven Nascimento ..... 149

Treasurer

Diana Lewis ..... 237

**Precinct Turlock 2, 30, 32:**

Registered Voters..... 714  
Ballots Cast ..... 275  
Turnout Percentage..... 38.52

Member, City Council

Sergio A. Alvarado..... 110  
Mary Jackson ..... 78  
Amy Bublak ..... 94  
Steven Nascimento ..... 108

Treasurer

Diana Lewis ..... 171

**Precinct Turlock 3, 41, 42, 49:**

Registered Voters..... 620  
Ballots Cast ..... 249  
Turnout Percentage..... 40.16

Member, City Council

Sergio A. Alvarado..... 110  
Mary Jackson ..... 69  
Amy Bublak ..... 77  
Steven Nascimento ..... 63

Treasurer

Diana Lewis ..... 157

**Precinct Turlock 4, 6B, 7B:**

Registered Voters ..... 766  
Ballots Cast ..... 296  
Turnout Percentage ..... 38.64

Member, City Council

Sergio A. Alvarado ..... 106  
Mary Jackson ..... 96  
Amy Bublak ..... 107  
Steven Nascimento ..... 101

Treasurer

Diana Lewis ..... 193

**Precinct Turlock 5, 7A:**

Registered Voters ..... 292  
Ballots Cast ..... 174  
Turnout Percentage ..... 59.59

Member, City Council

Sergio A. Alvarado ..... 43  
Mary Jackson ..... 70  
Amy Bublak ..... 87  
Steven Nascimento ..... 68

Treasurer

Diana Lewis ..... 109

**Precinct Turlock 6A, 8:**

Registered Voters ..... 600  
Ballots Cast ..... 383  
Turnout Percentage ..... 63.83

Member, City Council

Sergio A. Alvarado ..... 54  
Mary Jackson ..... 159  
Amy Bublak ..... 217  
Steven Nascimento ..... 180

Treasurer

Diana Lewis ..... 239

**Precinct Turlock 9, 18, 27:**

Registered Voters..... 821  
 Ballots Cast ..... 584  
 Turnout Percentage..... 71.13

**Member, City Council**

Sergio A. Alvarado..... 80  
 Mary Jackson ..... 219  
 Amy Bublak ..... 305  
 Steven Nascimento ..... 324

**Treasurer**

Diana Lewis ..... 349

**Precinct Turlock 10A, 12, 26:**

Registered Voters..... 762  
 Ballots Cast ..... 470  
 Turnout Percentage..... 61.68

**Member, City Council**

Sergio A. Alvarado..... 50  
 Mary Jackson ..... 191  
 Amy Bublak ..... 251  
 Steven Nascimento ..... 218

**Treasurer**

Diana Lewis ..... 282

**Precinct Turlock 10B, 11:**

Registered Voters..... 283  
 Ballots Cast ..... 109  
 Turnout Percentage..... 38.52

**Member, City Council**

Sergio A. Alvarado..... 38  
 Mary Jackson ..... 47  
 Amy Bublak ..... 49  
 Steven Nascimento ..... 24

**Treasurer**

Diana Lewis ..... 69

**Precinct Turlock 13, 47:**

Registered Voters .....912  
 Ballots Cast .....577  
 Turnout Percentage .....63.27

**Member, City Council**

Sergio A. Alvarado ..... 139  
 Mary Jackson ..... 185  
 Amy Bublak ..... 278  
 Steven Nascimento ..... 250

**Treasurer**

Diana Lewis..... 353

**Precinct Turlock 14, 15:**

Registered Voters .....704  
 Ballots Cast .....351  
 Turnout Percentage .....49.86

**Member, City Council**

Sergio A. Alvarado .....75  
 Mary Jackson ..... 132  
 Amy Bublak ..... 188  
 Steven Nascimento ..... 130

**Treasurer**

Diana Lewis..... 227

**Precinct Turlock 16, 39, 51:**

Registered Voters .....668  
 Ballots Cast .....382  
 Turnout Percentage .....57.19

**Member, City Council**

Sergio A. Alvarado .....77  
 Mary Jackson ..... 127  
 Amy Bublak ..... 168  
 Steven Nascimento ..... 154

**Treasurer**

Diana Lewis..... 222

**Precinct Turlock 17, 20, 52:**

Registered Voters..... 816  
Ballots Cast ..... 471  
Turnout Percentage..... 57.72

**Member, City Council**

Sergio A. Alvarado..... 105  
Mary Jackson ..... 166  
Amy Bublak ..... 237  
Steven Nascimento ..... 203

**Treasurer**

Diana Lewis ..... 274

**Precinct Turlock 22, 45:**

Registered Voters..... 558  
Ballots Cast ..... 304  
Turnout Percentage..... 54.48

**Member, City Council**

Sergio A. Alvarado..... 63  
Mary Jackson ..... 116  
Amy Bublak ..... 145  
Steven Nascimento ..... 121

**Treasurer**

Diana Lewis ..... 188

**Precinct Turlock 24:**

Registered Voters..... 447  
Ballots Cast ..... 235  
Turnout Percentage..... 52.57

**Member, City Council**

Sergio A. Alvarado..... 62  
Mary Jackson ..... 78  
Amy Bublak ..... 129  
Steven Nascimento ..... 87

**Treasurer**

Diana Lewis ..... 150

**Precinct Turlock 25:**

Registered Voters ..... 355  
Ballots Cast ..... 219  
Turnout Percentage ..... 61.69

**Member, City Council**

Sergio A. Alvarado ..... 63  
Mary Jackson ..... 55  
Amy Bublak ..... 91  
Steven Nascimento ..... 86

**Treasurer**

Diana Lewis ..... 141

**Precinct Turlock 28, 53, 54:**

Registered Voters ..... 796  
Ballots Cast ..... 445  
Turnout Percentage ..... 55.90

**Member, City Council**

Sergio A. Alvarado ..... 87  
Mary Jackson ..... 130  
Amy Bublak ..... 235  
Steven Nascimento ..... 184

**Treasurer**

Diana Lewis ..... 268

**Precinct Turlock 29, 31, 34, 43, 46:**

Registered Voters ..... 524  
Ballots Cast ..... 335  
Turnout Percentage ..... 63.93

**Member, City Council**

Sergio A. Alvarado ..... 48  
Mary Jackson ..... 109  
Amy Bublak ..... 189  
Steven Nascimento ..... 149

**Treasurer**

Diana Lewis ..... 210

**Precinct Turlock 38, 44, 48:**

Registered Voters..... 791  
 Ballots Cast ..... 454  
 Turnout Percentage..... 57.40

**Member, City Council**

Sergio A. Alvarado..... 91  
 Mary Jackson ..... 138  
 Amy Bublak ..... 218  
 Steven Nascimento ..... 174

**Treasurer**

Diana Lewis ..... 277

**Precinct Turlock 40, 55:**

Registered Voters..... 494  
 Ballots Cast ..... 324  
 Turnout Percentage..... 65.59

**Member, City Council**

Sergio A. Alvarado..... 56  
 Mary Jackson ..... 108  
 Amy Bublak ..... 169  
 Steven Nascimento ..... 131

**Treasurer**

Diana Lewis ..... 193

**Precinct Turlock 21, 33, 35, 36:**

Registered Voters..... 273  
 Ballots Cast ..... 186  
 Turnout Percentage..... 68.13

**Member, City Council**

Sergio A. Alvarado..... 34  
 Mary Jackson ..... 78  
 Amy Bublak ..... 104  
 Steven Nascimento ..... 80

**Treasurer**

Diana Lewis ..... 120

**Precinct Turlock 23, 50:**

Registered Voters ..... 141  
 Ballots Cast ..... 124  
 Turnout Percentage ..... 87.94

**Member, City Council**

Sergio A. Alvarado ..... 10  
 Mary Jackson ..... 52  
 Amy Bublak ..... 72  
 Steven Nascimento ..... 67

**Treasurer**

Diana Lewis ..... 87

**Precinct Turlock 56:**

Registered Voters ..... 0  
 Ballots Cast ..... 0  
 Turnout Percentage ..... 0

**Member, City Council**

Sergio A. Alvarado ..... 0  
 Mary Jackson ..... 0  
 Amy Bublak ..... 0  
 Steven Nascimento ..... 0

**Treasurer**

Diana Lewis ..... 0

**Absentee Group 1 - Precinct 1, 19, 37:**

Registered Voters ..... 1,024  
 Ballots Cast ..... 788  
 Turnout Percentage ..... 76.95

**Member, City Council**

Sergio A. Alvarado ..... 205  
 Mary Jackson ..... 330  
 Amy Bublak ..... 385  
 Steven Nascimento ..... 331

**Treasurer**

Diana Lewis ..... 587

**Absentee Group 2 – Precinct 2, 30, 32:**

Registered Voters..... 684  
Ballots Cast ..... 484  
Turnout Percentage..... 70.76

**Member, City Council**

Sergio A. Alvarado..... 201  
Mary Jackson ..... 174  
Amy Bublak ..... 197  
Steven Nascimento ..... 144

**Treasurer**

Diana Lewis ..... 327

**Absentee Group 3 – Precinct 3, 41, 42, 49:**

Registered Voters..... 735  
Ballots Cast ..... 514  
Turnout Percentage..... 69.93

**Member, City Council**

Sergio A. Alvarado..... 200  
Mary Jackson ..... 171  
Amy Bublak ..... 194  
Steven Nascimento ..... 170

**Treasurer**

Diana Lewis ..... 351

**Absentee Group 4 – Precinct 4, 6B, 7B:**

Registered Voters..... 876  
Ballots Cast ..... 641  
Turnout Percentage..... 73.17

**Member, City Council**

Sergio A. Alvarado..... 199  
Mary Jackson ..... 250  
Amy Bublak ..... 280  
Steven Nascimento ..... 245

**Treasurer**

Diana Lewis ..... 455

**Absentee Group 5 – Precinct 5, 7A:**

Registered Voters ..... 300  
Ballots Cast ..... 254  
Turnout Percentage ..... 84.67

**Member, City Council**

Sergio A. Alvarado ..... 56  
Mary Jackson ..... 111  
Amy Bublak ..... 108  
Steven Nascimento ..... 121

**Treasurer**

Diana Lewis ..... 164

**Absentee Group 6 – Precinct 6A, 8:**

Registered Voters ..... 1,011  
Ballots Cast ..... 874  
Turnout Percentage ..... 86.45

**Member, City Council**

Sergio A. Alvarado ..... 110  
Mary Jackson ..... 402  
Amy Bublak ..... 483  
Steven Nascimento ..... 432

**Treasurer**

Diana Lewis ..... 588

**Absentee Group 9 – Precinct 9, 18, 27:**

Registered Voters ..... 1,487  
Ballots Cast ..... 1,301  
Turnout Percentage ..... 87.49

**Member, City Council**

Sergio A. Alvarado ..... 125  
Mary Jackson ..... 613  
Amy Bublak ..... 661  
Steven Nascimento ..... 728

**Treasurer**

Diana Lewis ..... 882

**Absentee Group 10 – Precinct 10A, 12, 26:**

Registered Voters..... 1,558  
Ballots Cast ..... 1,314  
Turnout Percentage..... 84.34

**Member, City Council**

Sergio A. Alvarado..... 168  
Mary Jackson ..... 599  
Amy Bublak ..... 688  
Steven Nascimento ..... 659

**Treasurer**

Diana Lewis ..... 909

**Absentee Group 11 – Precinct 10B, 11:**

Registered Voters..... 324  
Ballots Cast ..... 238  
Turnout Percentage..... 73.46

**Member, City Council**

Sergio A. Alvarado..... 57  
Mary Jackson ..... 97  
Amy Bublak ..... 109  
Steven Nascimento ..... 100

**Treasurer**

Diana Lewis ..... 156

**Absentee Group 13 – Precinct 13, 47:**

Registered Voters..... 1,076  
Ballots Cast ..... 892  
Turnout Percentage..... 82.90

**Member, City Council**

Sergio A. Alvarado..... 159  
Mary Jackson ..... 317  
Amy Bublak ..... 455  
Steven Nascimento ..... 422

**Treasurer**

Diana Lewis ..... 622

**Absentee Group 14 – Precinct 14, 15:**

Registered Voters ..... 837  
Ballots Cast ..... 654  
Turnout Percentage ..... 78.14

**Member, City Council**

Sergio A. Alvarado ..... 143  
Mary Jackson ..... 296  
Amy Bublak ..... 337  
Steven Nascimento ..... 246

**Treasurer**

Diana Lewis ..... 469

**Absentee Group 16 – Precinct 16, 39, 51:**

Registered Voters ..... 927  
Ballots Cast ..... 731  
Turnout Percentage ..... 78.86

**Member, City Council**

Sergio A. Alvarado ..... 125  
Mary Jackson ..... 287  
Amy Bublak ..... 363  
Steven Nascimento ..... 337

**Treasurer**

Diana Lewis ..... 514

**Absentee Group 17 – Precinct 17, 20, 52:**

Registered Voters ..... 1,068  
Ballots Cast ..... 876  
Turnout Percentage ..... 82.02

**Member, City Council**

Sergio A. Alvarado ..... 162  
Mary Jackson ..... 402  
Amy Bublak ..... 467  
Steven Nascimento ..... 365

**Treasurer**

Diana Lewis ..... 623

**Absentee Group 22 – Precinct 22, 45:**

Registered Voters..... 779  
 Ballots Cast ..... 625  
 Turnout Percentage..... 80.23

**Member, City Council**

Sergio A. Alvarado..... 92  
 Mary Jackson ..... 271  
 Amy Bublak ..... 303  
 Steven Nascimento ..... 312

**Treasurer**

Diana Lewis ..... 404

**Absentee Group 24 – Precinct 24:**

Registered Voters..... 576  
 Ballots Cast ..... 448  
 Turnout Percentage..... 77.78

**Member, City Council**

Sergio A. Alvarado..... 90  
 Mary Jackson ..... 152  
 Amy Bublak ..... 212  
 Steven Nascimento ..... 218

**Treasurer**

Diana Lewis ..... 313

**Absentee Group 25 – Precinct 25:**

Registered Voters..... 482  
 Ballots Cast ..... 400  
 Turnout Percentage..... 82.99

**Member, City Council**

Sergio A. Alvarado..... 110  
 Mary Jackson ..... 139  
 Amy Bublak ..... 190  
 Steven Nascimento ..... 150

**Treasurer**

Diana Lewis ..... 283

**Absentee Group 28 – Precinct 28, 53, 54:**

Registered Voters ..... 959  
 Ballots Cast ..... 800  
 Turnout Percentage ..... 83.42

**Member, City Council**

Sergio A. Alvarado ..... 132  
 Mary Jackson ..... 302  
 Amy Bublak ..... 417  
 Steven Nascimento ..... 370

**Treasurer**

Diana Lewis ..... 519

**Absentee Group 29 – Precinct 29, 31, 34, 43, 46:**

Registered Voters ..... 1,127  
 Ballots Cast ..... 980  
 Turnout Percentage ..... 86.96

**Member, City Council**

Sergio A. Alvarado ..... 114  
 Mary Jackson ..... 387  
 Amy Bublak ..... 572  
 Steven Nascimento ..... 513

**Treasurer**

Diana Lewis ..... 654

**Absentee Group 38 – Precinct 38, 44, 48:**

Registered Voters ..... 921  
 Ballots Cast ..... 701  
 Turnout Percentage ..... 76.11

**Member, City Council**

Sergio A. Alvarado ..... 102  
 Mary Jackson ..... 255  
 Amy Bublak ..... 369  
 Steven Nascimento ..... 330

**Treasurer**

Diana Lewis ..... 467

**Absentee Group 40 – Precinct 40, 55:**

Registered Voters..... 598  
Ballots Cast ..... 492  
Turnout Percentage..... 82.27

**Member, City Council**

Sergio A. Alvarado..... 71  
Mary Jackson ..... 187  
Amy Bublak ..... 275  
Steven Nascimento ..... 238

**Treasurer**

Diana Lewis ..... 333

301



KELLIE E. WEAVER  
CITY CLERK  
[kweaver@turlock.ca.us](mailto:kweaver@turlock.ca.us)

OFFICE OF THE CITY CLERK  
ADMINISTRATION

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

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** KELLIE WEAVER *KW*  
**DATE:** December 11, 2012  
**RE:** Board, Commission, and Committee Vacancies

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

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

BOARD/COMMISSION/COMMITTEE	DATE OF VACANCY	NUMBER OF VACANCIES
Planning Commission Member (Note: Sitting members seeking reappointment)	12/31/12	2
Parks, Recreation & Community Programs Commission (Note: To fill unexpired 12/30/14 term vacated by Steven Nascimento)	12/11/12	1
Parks, Recreation & Community Programs Commission (Note: Sitting members seeking reappointment)	12/30/12	2
Arts Commission Alternate Members	6/30/12	2

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

California Government Code Section 54970-54974 (commonly referred to as the Maddy Act), the Local Appointments List for the City of Turlock, will be prepared and posted at the Turlock Branch of the Stanislaus County Library prior to December 31, 2012 as required by the Act.

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

Attachment (1)

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



**OFFICE OF THE CITY CLERK**  
ADMINISTRATION

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

## CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

\_\_\_\_\_ **Stanislaus County Airport Advisory Committee**

\_\_\_\_\_ **Parks, Recreation & Community Commission**

\_\_\_\_\_ **Stanislaus County Local Task Force on Solid Waste**

\_\_\_\_\_ **Planning Commission**

\_\_\_\_\_ **Turlock Mosquito Abatement District Board of Trustees**

\_\_\_\_\_ **Development Collaborative Advisory Committee**

\_\_\_\_\_ **Other** \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

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

How long have you lived in Turlock? \_\_\_\_\_

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

Occupation: \_\_\_\_\_

Business Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Employment Highlights: \_\_\_\_\_

Prior Public Service, if any: \_\_\_\_\_

Present and past community activities and organizations: \_\_\_\_\_

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

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

**Please return to:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }  
OF 11/15/12 IN THE AMOUNT OF }  
\$1,342,925.14 }

RESOLUTION NO. 2012-

WHEREAS, the City has received demands for ratification and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Demands as follows:

Demands of:	In the Amount of:
11/15/12	\$1,342,925.14

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 11<sup>th</sup> day of December, 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: 11/9/2012 - To Payment Date: 11/15/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check 90935	11/13/2012	Open			Utility Management Refund	AUDINETTE, ELISA	\$228.29		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$228.29		
90936	11/13/2012	Open			Utility Management Refund	BLANCO, MARI CRUZ	\$55.50		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$55.50		
90937	11/13/2012	Open			Utility Management Refund	BORGES, LORNA	\$242.81		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$242.81		
90938	11/13/2012	Open			Utility Management Refund	CRITTENDEN, FLORENCE	\$4.73		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$4.73		
90939	11/13/2012	Open			Utility Management Refund	HERREN, STEVEN	\$28.17		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$28.17		
90940	11/13/2012	Open			Utility Management Refund	WOOD INVESTMENTS	\$124.05		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$124.05		
90941	11/15/2012	Open			Accounts Payable	FIRST AMERICAN TITLE INC	\$2,388.75		
	Paying Fund			Cash Amount					
	625 - Successor Agency - LMI			625.11000 (Cash)			\$2,388.75		
90942	11/15/2012	Open			Accounts Payable	A & G SALES PROMOTION LTD	\$1,117.37		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$1,117.37		
90943	11/15/2012	Open			Accounts Payable	ACCOUNTEMPS INC	\$1,958.88		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$979.44		
	420 - WATER			420.11000 (Cash)			\$979.44		
90944	11/15/2012	Open			Accounts Payable	AIRGAS NCN	\$124.24		

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Paying Fund	Cash Amount	Amount
90945	110 - General Fund 11/15/2012 Open Accounts Payable ALFRED MATTHEWS COLLISION	\$124.24
90946	Paying Fund 110 - General Fund 11/15/2012 Open Accounts Payable AMERICA'S AUTO GLASS	\$931.50
90947	Paying Fund 426 - Transit - BLAST 11/15/2012 Open Accounts Payable AMERICAN REPROGRAPHICS CO LLC	\$35.00
90948	Paying Fund 502 - Engineering 11/15/2012 Open Accounts Payable ANYTHING VINYL LLC	\$403.26
90949	Paying Fund 112 - Capital Purchases 11/15/2012 Open Accounts Payable ARMOR FIRE EXTINGUISHER	\$267.36
90950	Paying Fund 110 - General Fund 11/15/2012 Open Accounts Payable AT&T/SBC	\$42.52
90951	Paying Fund 110 - General Fund 11/15/2012 Open Accounts Payable BALSWICK'S TIRE SHOP INC	\$31.55
90952	Paying Fund 110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 420 - WATER 425 - Transit - Dial A Ride 11/15/2012 Open Accounts Payable BURTON'S FIRE APPARATUS	\$3,319.22 \$110.77 \$240.84 \$167.96 \$239.51 \$602.10
90953	Paying Fund 110 - General Fund 11/15/2012 Open Accounts Payable CAROLLO ENGINEERS	\$469.61
90954	Paying Fund 410 - WATER QUALITY CONTROL (WQC) 411 - Storm Drainage Construction 11/15/2012 Open Accounts Payable CARROLL INC. ROSS F.	\$13,723.45 \$14,563.28
		\$469.61
		\$28,286.73
		\$114,392.80

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Paying Fund		Cash Amount	Amount
90955	305 - Capital Facility Fees	305.11000 (Cash)	\$114,392.80
	11/15/2012 Open	Accounts Payable	CENTRAL SANITARY SUPPLY
	Paying Fund	Cash Amount	Amount
90956	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$2,061.00
	11/15/2012 Open	Accounts Payable	CHAMPION INDUSTRIAL
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$1,286.49
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$786.86
	501 - Information Technology	501.11000 (Cash)	\$250.00
90957	11/15/2012 Open	Accounts Payable	CHARTER COMMUNICATIONS
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$28.95
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$3.06
	420 - WATER	420.11000 (Cash)	\$3.07
	501 - Information Technology	501.11000 (Cash)	\$49.99
90958	11/15/2012 Open	Accounts Payable	CITY OF TURLOCK - CASH
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$221.57
	217 - Streets - Gas Tax	217.11000 (Cash)	\$50.00
	270 - Recreation Grants	270.11000 (Cash)	\$11.92
	426 - Transit - BLAST	426.11000 (Cash)	\$2.00
90959	11/15/2012 Open	Accounts Payable	CITY OF TURLOCK - CASH
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$250.00
90960	11/15/2012 Open	Accounts Payable	CODE PUBLISHING COMPANY
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$64.35
90961	11/15/2012 Open	Accounts Payable	COMBINED BENEFITS ADMIN C
	Paying Fund	Cash Amount	Amount
	511 - Health Insurance	511.11000 (Cash)	\$64,203.20
90962	11/15/2012 Open	Accounts Payable	CRESCENT SURPLUS INC
	Paying Fund	Cash Amount	Amount
	110 - General Fund	110.11000 (Cash)	\$301.10
90963	11/15/2012 Open	Accounts Payable	DELAMARE-FULTZ ENG INC
	Paying Fund	Cash Amount	Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,035.00

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

				Accounts Payable	DELTA WIRELESS & NETWORK	Amount
			Cash Amount			Amount
90964	11/15/2012	Open				\$64,585.53
	Paying Fund					
	110 - General Fund		110.11000 (Cash)			\$2,227.53
	116 - Special Public Safety		116.11000 (Cash)			\$62,358.00
90965	11/15/2012	Open		Accounts Payable	DEPT OF HEALTH SERVICES	\$70.00
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		ENGINEERED FIRE SYST INC	\$70.00
90966	11/15/2012	Open		Accounts Payable		\$1,080.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)		EQUIFAX	\$1,080.00
90967	11/15/2012	Open		Accounts Payable		\$10.12
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)		FIRST TRANSIT INC	\$10.12
90968	11/15/2012	Open		Accounts Payable		\$46,702.88
	Paying Fund		Cash Amount			Amount
	425 - Transit - Dial A Ride		425.11000 (Cash)			\$15,042.74
	426 - Transit - BLAST		426.11000 (Cash)			\$31,660.14
90969	11/15/2012	Open		Accounts Payable	FISHER SCIENTIFIC PRO INC	\$2,897.33
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		GAGAN INC	\$2,897.33
90970	11/15/2012	Open		Accounts Payable		\$16.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)		GEOANALYTICAL LAB INC	\$16.00
90971	11/15/2012	Open		Accounts Payable		\$326.55
	Paying Fund		Cash Amount			Amount
	420 - WATER		420.11000 (Cash)		GROENIGER & CO INC	\$326.55
90972	11/15/2012	Open		Accounts Payable		\$312.63
	Paying Fund		Cash Amount			Amount
	420 - WATER		420.11000 (Cash)		HARDER'S PRINT SHOP INC	\$312.63
90973	11/15/2012	Open		Accounts Payable		\$1,524.73
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			\$1,267.03
	405 - Building		405.11000 (Cash)			\$51.54
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$25.77
	420 - WATER		420.11000 (Cash)			\$77.31
	502 - Engineering		502.11000 (Cash)		HEAVY METAL USED GYM	\$103.08
90974	11/15/2012	Open		Accounts Payable		\$3,221.25

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Paying Fund	Cash Amount	EQUIPMENT	Amount
90975	110 - General Fund 11/15/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable HILMAR READY MIX	\$3,221.25 \$53.69
90976	420 - WATER 11/15/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable HUNTINGTON COURT REPORTER	\$53.69 \$707.10
90977	110 - General Fund 11/15/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable IMAGE UNIFORMS(STANS) INC	\$707.10 \$68.71
90978	110 - General Fund 11/15/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable INTELLI-TECHNOLOGIES AND SERVICES INC	\$68.71 \$1,115.00
90979	110 - General Fund 501 - Information Technology 11/15/2012 Open Paying Fund	110.11000 (Cash) 501.11000 (Cash) Accounts Payable ITRON INC	\$557.50 \$557.50 \$12,817.03
90980	420 - WATER 11/15/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable JUSTUS LAWNMOWER SHOP INC	\$12,817.03 \$169.02
90981	205 - Sports Facilities 246 - Landscape Assessment 11/15/2012 Open Paying Fund	205.11000 (Cash) 246.11000 (Cash) Accounts Payable KEY SEAL PRODUCTS INC	\$65.00 \$104.02 \$364.04
90982	217 - Streets - Gas Tax 11/15/2012 Open Paying Fund	217.11000 (Cash) Accounts Payable KLEINFELDER WEST INC dba KLEINFELDER INC	\$364.04 \$862.00
90983	420 - WATER 11/15/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$862.00 \$841.62
90984	110 - General Fund 405 - Building 505 - Fleet 11/15/2012 Open Paying Fund	110.11000 (Cash) 405.11000 (Cash) 505.11000 (Cash) Accounts Payable LANGUAGE LINE SERVICES	\$805.28 \$18.17 \$18.17 \$17.33

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Paying Fund	Cash Amount	Amount
90985	110 - General Fund 11/15/2012 Open	\$17.33
	Accounts Payable	
	LEHIGH HANSON INC	\$502.10
90986	217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 11/15/2012 Open	\$215.20 \$286.90
	Accounts Payable	
	MISSION LINEN SUPPLY INC	\$2,835.21
90987	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 505 - Fleet 11/15/2012 Open	\$687.50 \$120.15 \$86.40 \$177.90 \$1,291.95 \$220.50 \$250.81
	Accounts Payable	
	MO-CAL OFFICE SOLUTIONS	\$2,933.84
90988	110 - General Fund 204 - AB 939 Integrated Waste Mgmt 255 - CDBG 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 11/15/2012 Open	\$2,248.32 \$99.94 \$25.98 \$337.15 \$154.43 \$68.02
	Accounts Payable	
	MODESTO JANITORIAL SUPPLY	\$751.58
90989	410 - WATER QUALITY CONTROL (WQC) 11/15/2012 Open	\$751.58
	Accounts Payable	
	NAPA AUTO PARTS	\$8.07
90990	110 - General Fund 11/15/2012 Open	\$8.07
	Accounts Payable	
	NEW WORLD SYSTEM CORP	\$1,715.71
90991	240 - Small Equipment Replacement 11/15/2012 Open	\$1,715.71
	Accounts Payable	
	P G & E	\$464.21
110 - General Fund	110.11000 (Cash)	\$216.16
217 - Streets - Gas Tax	217.11000 (Cash)	\$7.84
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$188.92

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Account Number	Account Name	Account Type	Account Balance	Account Description	Account Balance
426 - Transit - BLAST	426.11000 (Cash)	Cash Amount	\$12.80		
505 - Fleet	505.11000 (Cash)	Cash Amount	\$31.24		
625 - Successor Agency - LMI	625.11000 (Cash)	Cash Amount	\$7.25		
90992	11/15/2012 Open	Accounts Payable		PACIFIC STORAGE COMPANY	\$222.00
	Paying Fund	Cash Amount			
110 - General Fund	110.11000 (Cash)	Cash Amount	\$222.00		
90993	11/15/2012 Open	Accounts Payable		PAXIN PACIFI EXC INC, TIM	\$55,829.36
	Paying Fund	Cash Amount			
215 - Streets - Grant Funded Projects	215.11000 (Cash)	Cash Amount	\$55,829.36		
90994	11/15/2012 Open	Accounts Payable		POLYDYNE INC	\$5,877.71
	Paying Fund	Cash Amount			
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Cash Amount	\$5,877.71		
90995	11/15/2012 Open	Accounts Payable		PRECISION CUSTOM WIRING	\$2,413.23
	Paying Fund	Cash Amount			
110 - General Fund	110.11000 (Cash)	Cash Amount	\$940.98		
112 - Capital Purchases	112.11000 (Cash)	Cash Amount	\$1,472.25		
90996	11/15/2012 Open	Accounts Payable		PROTECH SECURITY/ELEC INC	\$70.00
	Paying Fund	Cash Amount			
110 - General Fund	110.11000 (Cash)	Cash Amount	\$70.00		
90997	11/15/2012 Open	Accounts Payable		REED INC, GEORGE	\$125,400.00
	Paying Fund	Cash Amount			
215 - Streets - Grant Funded Projects	215.11000 (Cash)	Cash Amount	\$125,400.00		
90998	11/15/2012 Open	Accounts Payable		ROLAND PHD, JOCELYN E	\$731.25
	Paying Fund	Cash Amount			
110 - General Fund	110.11000 (Cash)	Cash Amount	\$731.25		
90999	11/15/2012 Open	Accounts Payable		ROTO ROOTER PLUMBING & DRAIN SERVICES	\$280.36
	Paying Fund	Cash Amount			
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Cash Amount	\$280.36		
91000	11/15/2012 Open	Accounts Payable		SAFE-T-LITE CO INC	\$293.14
	Paying Fund	Cash Amount			
217 - Streets - Gas Tax	217.11000 (Cash)	Cash Amount	\$293.14		
91001	11/15/2012 Open	Accounts Payable		SAFETY-KLEEN CORPORATION	\$338.86
	Paying Fund	Cash Amount			
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Cash Amount	\$338.86		
91002	11/15/2012 Open	Accounts Payable		SANTA FE AGGREGATES INC	\$367.84
	Paying Fund	Cash Amount			

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Account Number	Description	Account Type	Amount
91003	217 - Streets - Gas Tax	217.11000 (Cash)	\$149.81
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$218.03
	11/15/2012 Open	Accounts Payable	
	Paying Fund	SECURE DELIVERY	\$122.00
91004	420 - WATER	Cash Amount	
	11/15/2012 Open	420.11000 (Cash)	\$122.00
	Paying Fund	Accounts Payable	
		SIERRA CHEMICAL CO	\$8,316.60
91005	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$8,316.60
	11/15/2012 Open	Accounts Payable	
	Paying Fund	SIERRA MOUNTAIN CONSTRUCTION INC	\$236,597.50
91006	415 - Sewer Bond Projects	415.11000 (Cash)	\$236,597.50
	11/15/2012 Open	Accounts Payable	
	Paying Fund	STATE OF CALIFORNIA	\$787.00
91007	110 - General Fund	110.11000 (Cash)	\$787.00
	11/15/2012 Open	Accounts Payable	
	Paying Fund	STEVEN ENGINEERING	\$2,374.84
91008	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$2,374.84
	11/15/2012 Open	Accounts Payable	
	Paying Fund	SWRCB ACCOUNTING OFFICE	\$37,545.00
91009	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$37,545.00
	11/15/2012 Open	Accounts Payable	
	Paying Fund	TBA AUTO PARTS	\$3,754.75
91010	110 - General Fund	110.11000 (Cash)	\$1,424.83
	205 - Sports Facilities	205.11000 (Cash)	\$39.58
	217 - Streets - Gas Tax	217.11000 (Cash)	\$724.57
	246 - Landscape Assessment	246.11000 (Cash)	\$31.80
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$539.11
	420 - WATER	420.11000 (Cash)	\$32.26
	425 - Transit - Dial A Ride	425.11000 (Cash)	\$233.54
	426 - Transit - BLAST	426.11000 (Cash)	\$723.07
	502 - Engineering	502.11000 (Cash)	\$5.99
	11/15/2012 Open	Accounts Payable	
	Paying Fund	TIRE DIST SYSTEM INC	\$496.32
	110 - General Fund	110.11000 (Cash)	\$243.22
	217 - Streets - Gas Tax	217.11000 (Cash)	\$245.20
	420 - WATER	420.11000 (Cash)	\$7.90
91011	11/15/2012 Open	Accounts Payable	
		TNG HYDRAULICS	\$29.89

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Paying Fund	Cash Amount	Accounts Payable	TURF STAR	Amount
91012	426 - Transit - BLAST			\$29.89
	11/15/2012 Open			
	Paying Fund	Accounts Payable	TURF STAR	\$1,150.24
91013	110 - General Fund			\$8.90
	246 - Landscape Assessment			\$137.94
	410 - WATER QUALITY CONTROL (WQC)			\$1,003.40
	11/15/2012 Open	Accounts Payable	TURLOCK SCAVENGER CO INC	\$388,888.89
	Paying Fund			
91014	110 - General Fund			\$400,000.00
	420 - WATER			(\$11,111.11)
	11/15/2012 Open	Accounts Payable	UNITED PARCEL SERVICE INC	\$6.48
	Paying Fund			
91015	501 - Information Technology			\$6.48
	11/15/2012 Open	Accounts Payable	US BANK-VISA	\$46,825.66
	Paying Fund			
	110 - General Fund			\$13,111.01
	121 - Tourism-City Share & Econ Devel			\$202.55
	205 - Sports Facilities			\$2,774.94
	215 - Streets - Grant Funded Projects			\$992.21
	217 - Streets - Gas Tax			\$2,218.57
	225 - Transportation Tax			\$41.85
	226 - Traffic Tax			\$390.54
	240 - Small Equipment Replacement			\$114.60
	242 - Computer Replacement			\$489.10
	246 - Landscape Assessment			\$2,223.18
	255 - CDBG			\$211.14
	308 - Turlock Regional Industrial Park			\$601.20
	405 - Building			\$225.00
	410 - WATER QUALITY CONTROL (WQC)			\$11,773.63
	420 - WATER			\$2,369.57
	425 - Transit - Dial A Ride			\$6.18
	426 - Transit - BLAST			\$1,148.60
	501 - Information Technology			\$353.59
	502 - Engineering			\$7,567.47
	602 - Downtown Improvement Project			\$10.73
91016	11/15/2012 Open	Accounts Payable	VAN DE POL ENTERPRISE INC	\$625.52

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Paying Fund	Cash Amount	Amount
91017	110 - General Fund 11/15/2012 Open	\$625.52
	Accounts Payable	WEST PUBLISHING CORPORATION
	Paying Fund	Amount
	110 - General Fund	\$130.90
91018	11/15/2012 Open	\$107.36
	Accounts Payable	WEST STEEL & PLASTIC
	Paying Fund	Amount
	110 - General Fund	\$1,661.67
91019	11/15/2012 Open	\$282.00
	Accounts Payable	ZALCO LABORATORIES INC
	Paying Fund	Amount
	204 - AB 939 Integrated Waste Mgmt	\$34,767.35
91020	11/15/2012 Open	\$1,078.62
	Accounts Payable	ZAP MFG INC
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC)	\$282.00
91021	11/15/2012 Open	\$34,767.35
	Accounts Payable	ZALREICH CHEMICAL CO INC
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC)	\$34,767.35
91022	11/15/2012 Open	\$66.04
	Accounts Payable	ZEE MEDICAL SERVICE CO
	Paying Fund	Amount
	225 - Transportation Tax	\$1,078.62
91023	11/15/2012 Open	\$38.12
	Accounts Payable	ZEE MEDICAL SERVICE CO
	Paying Fund	Amount
	110 - General Fund	\$27.92
91024	11/15/2012 Open	\$487.92
	Accounts Payable	CASA MUNRAS MONTEREY
	Paying Fund	Amount
	110 - General Fund	\$487.92
91025	11/15/2012 Open	\$536.64
	Accounts Payable	EMBASSY SUITES MONTEREY BAY-SEASIDE
	Paying Fund	Amount
	110 - General Fund	\$536.64
91026	11/15/2012 Open	\$536.64
	Accounts Payable	EMBASSY SUITES MONTEREY BAY-SEASIDE
	Paying Fund	Amount
	110 - General Fund	\$536.64
91027	11/15/2012 Open	\$536.64
	Accounts Payable	EMBASSY SUITES MONTEREY BAY-SEASIDE
	Paying Fund	Amount
	110 - General Fund	\$536.64

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$536.64
91028 11/15/2012 Open	Accounts Payable	EMBASSY SUITES MONTEREY BAY-SEASIDE
	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$536.64
91029 11/15/2012 Open	Accounts Payable	FORTADO, RICHARD
	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$130.00
91030 11/15/2012 Open	Accounts Payable	GODOY, RAMON
	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$580.00
91031 11/15/2012 Open	Accounts Payable	GONZALEZ, BETTY
	Cash Amount	Amount
420 - WATER	420.11000 (Cash)	\$180.00
91032 11/15/2012 Open	Accounts Payable	HILTON GARDEN INN ROSEVILLE
	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$442.40
91033 11/15/2012 Open	Accounts Payable	HILTON GARDEN INN ROSEVILLE
	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$442.40
91034 11/15/2012 Open	Accounts Payable	HYATT REGENCY NEWPORT BEACH
	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$282.60
91035 11/15/2012 Open	Accounts Payable	MANJARREZ, FERNANDO
	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$2,471.52
91036 11/15/2012 Open	Accounts Payable	PACHECO, MIGUEL
	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$226.00
91037 11/15/2012 Open	Accounts Payable	REDD, TIMOTHY
	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$580.00
91038 11/15/2012 Open	Accounts Payable	REICH, LINDA
	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$300.00
91039 11/15/2012 Open	Accounts Payable	RODRIGUES, STEVE

# Payment Register

From Payment Date: 11/9/2012 - To Payment Date: 11/15/2012

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$580.00
91040 11/15/2012 Open	Accounts Payable SILVEIRA, JAMES	\$242.00
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$242.00
Type Check Totals:		\$1,342,925.14
AP - Accounts Payable Totals		

106 Transactions

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	106	\$1,342,925.14	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	106	\$1,342,925.14	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	106	\$1,342,925.14	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	106	\$1,342,925.14	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	106	\$1,342,925.14	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	106	\$1,342,925.14	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	106	\$1,342,925.14	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	106	\$1,342,925.14	\$0.00



- 
1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:05 p.m.  
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.  
ABSENT: None
  - B. SALUTE TO THE FLAG**
  2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**
    - A. Mayor Lazar recognized California State University, Stanislaus Provost Dr. James Strong, Head Soccer Coach Dana Taylor, Athletic Director Mike Matoso, and the 2012 Men’s Warrior Soccer team and presented them with a Proclamation recognizing their successful season. Athletic Director Matoso provided information about upcoming events and programs.
    - B. Fire Division Chief Brian White presented a plaque to the City Council as a result of the City of Turlock being named recipient of the Central San Joaquin Valley Risk Management Authority 2011-2012 Pooled Liability Program – Group I Safety Award.
    - C. Mayor Lazar and Councilmember Bublak presented a check to Susan Baker of Rad Rags Scrubs as a result of her participation in the Turlock Partnership Business Incentive Program. Ms. Baker thanked the Council for recognizing small businesses in the community. Economic Development/Redevelopment Manager Heidi McNally-Dial provided an update on the program.
  3. **A. SPECIAL BRIEFINGS:** None
  - B. STAFF UPDATES:**
    1. Police Chief Robert Jackson presented the Turlock Police 2<sup>nd</sup> Quarter Report for 2012 which included information about staffing levels, crime statistics and trends, and activities being conducted by various departments. Chief Jackson also provided information about current vacancies and plans to handle increased activity during the upcoming holiday season.
  - C. PUBLIC PARTICIPATION:** None
  4. **A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA**  
**Action:** Motion by Councilmember Jackson, seconded by Councilmember White, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.
  - B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None



5. CONSENT CALENDAR:

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

- A. **Resolution No. 2012-197** 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 No. 2012-198** 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 No. 2012-199** 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. **Ordinance No. 1176-CS**, 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 on November 13, 2012 was unanimously passed and adopted.
- B. **Ordinance No. 1177-CS**, 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 on November 13, 2012 was unanimously passed and adopted.

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

- A. Development Services Director Mike Pitcock presented the staff report on the request to accept the Capital Facility Fee Program report for Fiscal Year 2011-12. Mr. Pitcock presented additional green sheeted information related to Capital Facility Development Fees.

Council and staff discussion included funding for the Fulkerth Interchange and the benefits the Capital Facilities Fees Program provides.

Mayor Lazar asked for public comment.

Sergio Alvarado inquired about the Highway 99/Fulkerth Interchange. Development Services Director Mike Pitcock provided information about the project.

Mayor Lazar closed public comment.

**Action:** Motion by Councilmember Jackson, seconded by Councilmember DeHart, Accepting the Capital Facility Fee Program report for Fiscal Year 2011-12. Motion carried unanimously.

*Councilmember Bublak requested Scheduled Matters Item 8B be held over until Councilmember-Elect Steven Nascimento is seated. Mayor Lazar deferred to Mr. Nascimento who encouraged the existing Council to move forward with the item.*

- B. City Manager Roy Wasden presented the staff report on the 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.

Council and staff discussion included past expenditures, TOT funding, the selection process in which the Carnegie Facility will receive \$5,200 to offer Weekend Visitor Center services, and concerns about duplication of effort between the CVB and City staff.

Mayor Lazar asked for public comment.

Turlock Chamber of Commerce CEO Sharon Silva spoke regarding budget specifics, including the Carnegie Arts Center being selected to receive funding to provide Weekend Visitors Center services for the CVB, duplication of services, and community funding selection processes.

Mayor Lazar closed public comment.

Additional Council discussion included a map being produced by the Turlock Downtown Property Owners Association of downtown restaurants and concerns over exclusivity related to restaurants located outside of the downtown area.  
Mayor Lazar reopened public comment.

Chamber of Commerce CEO Sharon Silva spoke in favor of supporting the entire Turlock community and their efforts to expand on marketing.

Mayor Lazar closed public comment.

**Action:** Motion by Councilmember White, seconded by Councilmember Jackson, Accepting the Convention and Visitors Bureau (CVB) 2012 Budget.  
Motion carried unanimously.

**Resolution No. 2012-200** 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 was introduced by Councilmember White, seconded by Councilmember DeHart, and carried unanimously.

9. **COUNCIL ITEMS FOR FUTURE CONSIDERATION**

Councilmember Bublak asked that the Carnegie Annual Report be brought forward. City Manager Wasden advised the report is scheduled for January 2013.

Councilmember Bublak asked for consideration of televising a future Council meeting from Covenant Village. Mayor Lazar asked that staff research information about past meetings that were held at off-site locations. Councilmember White asked that the grand opening of the Public Safety Facility coincide with a Council meeting held at the Public Safety Facility.

10. **COUNCIL COMMENTS:**

Councilmember Bublak passed on favorable comments she received from a constituent regarding the overwhelming customer service they received from City staff.

Mayor Lazar asked that someone from Turlock Together be invited to the next City Council meeting to provide information about upcoming activities during the holiday season. Councilmember Jackson advised she would invite Major Shrum of the Salvation Army to attend. Councilmember Jackson also noted that donations of food and toys are requested for needy families throughout our community.

Mayor Lazar commented that anyone with extra coats can donate them to the Coats for Kids program and indicated that 331 East Main Street is a drop-off location.

11. **CLOSED SESSION:**

City Manager Roy Wasden advised there would be no Closed Session item heard at tonight's meeting.

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:**

Motion by Councilmember Bublak, seconded by Councilmember Jackson, to adjourn at 8:12 p.m.  
Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver  
City Clerk

5B2

NOVEMBER 27, 2012  
7:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

DRAFT

MINUTES  
Special Meeting

1. **CALL TO ORDER** - Mayor Lazar called the meeting to order at 7:29 p.m.  
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.  
ABSENT: None

2. **PUBLIC PARTICIPATION:** None

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

4. **PUBLIC HEARINGS:**

A. Mayor Lazar requested approval of Minor Discretionary Permit 2012-16 (Yosemite Farm Credit) following approval of 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)] during the regular November 27, 2012 City Council meeting.

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

**Action:** **Resolution No. 2012-201** Establishing conditions of approval for Minor Discretionary Permit 2012-16 (Yosemite Farm Credit) was introduced by Councilmember White, seconded by Councilmember Jackson, and carried unanimously.

5. **CLOSED SESSION:** None

6. **ADJOURNMENT:**

Motion by Councilmember Bublak, seconded by Councilmember Jackson, to adjourn at 8:12 p.m.  
Motion carried unanimously.

RESPECTFULLY SUBMITTED

\_\_\_\_\_  
Kellie E. Weaver  
City Clerk

DRAFT



## Council Synopsis

December 11, 2012

50

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

Prepared by: Nathan Bray, PE  
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the filing of a Notice of Exemption per CEQA Section 15302 (c) (Replacement or Reconstruction), as staff has found this project not to have a significant effect on the environment

Motion: Awarding bid and approving an agreement in the amount of \$1,186,495 (Fund 410 and 420) with Mid Cal Pipeline & Utilities, Inc., of Merced, California, for City Project No. 10-53, "Water and Sewerline Replacement in the Alleys"

Resolution: Transferring \$160,000 to account number 420-52-551.51129 "C-900 Alley Between Berkeley & East Main to Yosemite" from account number 420-52-551.51270 "Construction Project" for City Project No., 10-53, "Water and Sewerline Replacement in the Alleys"

### 2. DISCUSSION OF ISSUE:

On August 14, 2012 Council approved the authorization to let Bids for project 10-53, "Water and Sewerline Replacement in the Alleys." Resolution 2009-247 requires all projects estimated over one million dollars to be brought before Council for authorization to let Bids.

On November 14, 2012, three bids were received for City Project No. 10-53 "Water and Sewerline Replacement in the Alleys." Mid Cal Pipeline & Utilities, Inc. of Merced, California, was the lowest responsible bidder with a bid in the amount of \$1,186,495

Bid Summary:

COMPANY NAME	BID AMOUNT
Mid Cal Pipeline & Utilities, Inc.	\$1,186,495
Sierra Mountain Construction	\$1,272,457
California Trenchless	\$1,414,576

This project will address the failing water and sewer lines in an older part of Turlock. The sewer lines have bellies which create backups, and require constant maintenance. The water lines are so old and decaying that fixing the lines when a leak is present is difficult. This project will address both of these issues.

The alleys of the affected area will be closed to access for portions of the project; which will hinder the homeowner's ability to access and driveways, carports or garages that have sole access to the alley. Garbage service will need to be picked up on the street instead of the alley for the duration of the project. With all of these inconveniences, after the lines are installed the alleys will be paved and the affected homeowners will not have to worry about their water and sewer services for quite a while.

**3. BASIS FOR RECOMMENDATION:**

- a) City Policy states that all agreements which legally encumber the City are to be brought before the City Council for consideration.
- b) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

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

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:**

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$1,529,731.40	\$1,186,457	\$118,645.70	\$118,645.70	\$105,983

These project cost have occurred over numerous fiscal years and approximately \$91,830 has been previously budgeted and spent. Therefore, the required amount of funding needed for this project is \$1,437,902. The funding is split 57% water and 43% sewer. The approved budget contains funding in the amount of \$660,000 from fund 420-52-551.51129 "C-900 Alley Between Berkeley & E. Main to Yosemite" and \$660,000 from fund 410-51-534.51122 "Sewer Line Alleys from Canal to Berkeley Between E. Main & Yosemite." Additional water funds are needed to complete the funding required for this project.

The transfer of \$160,000 from account number 420-52-551.51270 "Construction Project" will complete the funding required for this project.

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

**5. CITY MANAGER'S COMMENTS:**

Recommend approval

**6. ENVIRONMENTAL DETERMINATION:**

The proposed project consists of the replacement of existing utility systems involving negligible or no expansion of capacity and will have substantially the same purpose as the original facility. Staff finds this project to be consistent with Section 15302 (Replacement or Reconstruction) of the California Environmental Quality Act (CEQA). Staff recommends that Council authorize filing a Notice of Exemption for this project.

**7. ALTERNATIVES:**

- a) Not pass the resolution transferring the funds required to complete the funding required for this project. Staff does not recommend this as this project is necessary and the funds identified and sought after are for this exact purpose.
- b) Not authorize the filing of a Notice of Exemption. Staff does not recommend this as the filing of a notice of exemption starts the 35 days statute of limitations period on legal challenges to the City's decision that the project is exempt by CEQA.
- c) Not authorize the AOB to the contractor. Staff does not recommend this as the project needs to be completed and the contractor submitted a responsive bid.

**FILING REQUESTED BY:**  
CITY OF TURLOCK

**When Filed Mail to:**  
City of Turlock  
Development Services, Engineering Division  
156 S. Broadway, Suite 156  
Turlock, CA 95380

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December 12, 2012

**CITY OF TURLOCK  
NOTICE OF EXEMPTION**

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**To:** Office of Planning and Research  
P. O. Box 3044, Room 212  
Sacramento, CA 95812-3044

County Clerk  
County of Stanislaus  
P. O. Box 1008  
Modesto, CA 95353

**From:** City of Turlock  
156 S. Broadway Ste 156  
Turlock, CA 95380  
**Tel:** (209) 668-5520

**PROJECT TITLE:** Water and Sewerline Replacement in the Alley's, City Project #10-53

**PROJECT LOCATION- SPECIFIC:** In the Alleys and Streets bound by Yosemite Avenue, Berkeley Avenue, E. Main Street and Canal Drive

**PROJECT LOCATION – CITY:** City Of Turlock **PROJECT LOCATION – COUNTY:** Stanislaus County

**DESCRIPTION OF NATURE, PURPOSE AND BENEFICIARES OF PROJECT:** The project involves the replacement of approximately 4,700 linear feet of water line and 3,900 linear feet of sewer line in the same proximity as the existing lines.

**NAME OF PUBLIC AGENCY APPROVING PROJECT:** City of Turlock

**PROJECT APPROVAL DATE:** December 11, 2012

**NAME OF AGENCY CARRYING OUT PROJECT:** City of Turlock

**DETERMINATION OF EXEMPT STATUS:**

- Ministerial [Section 21080(b); 15268]
- Declared Emergency [Section 21080(b)(3); 15629(a)]
- Emergency Project [Section 21080(b)(4); 15629(b)(c)]
- Categorical Exemption. (Replacement or Reconstruction [§15302 (c)]):
- Statutory Exemptions. (State code number):

**REASON WHY PROJECT IS EXEMPT:** As allowed by Section 15302 (c), the replacement of existing utility systems that serve the same purpose and capacity are exempt from CEQA.

**LEAD AGENCY**

City of Turlock, Development Services  
City Hall, 156 North Broadway, Suite 156  
Turlock, CA 95380  
Telephone: (209) 668-5520  
Contact Person: Nathan Bray, PE

**If filed by applicant:**

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project?  yes  no

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

- Signed by Lead Agency  
 Signed by Applicant

Date received for filing at OPR: \_\_\_\_\_

# CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Sewer and Waterline Replacement in Alley's

PROJECT NUMBER: 10-53

BID OPENING: November 15, 2012

2:00 PM

ANTICIPATED COUNCIL AWARD DATE: December 11, 2012

1

2

3

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.			Mid-Cal Pipelines			Sierra Mountain Construction			California Trenchless		
				Unit Price	Total	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total			
1	Mobilization	LS	1	\$65,602.68	\$65,602.68	\$40,000.00	\$40,000.00	\$60,000.00	\$60,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00		
2	Temporary Traffic Control	LS	1	\$25,000.00	\$25,000.00	\$3,000.00	\$3,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
3	Construction Project Sign	EA	4	\$500.00	\$2,000.00	\$900.00	\$3,600.00	\$1,300.00	\$5,200.00	\$1,200.00	\$4,800.00	\$1,200.00	\$4,800.00		
4	Remove Existing Improvements	LS	1	\$150,000.00	\$150,000.00	\$30,000.00	\$30,000.00	\$125,000.00	\$125,000.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00		
5	Remove and Salvage Improvements	LS	1	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$153,720.00	\$153,720.00	\$35.00	\$134,505.00	\$67.00	\$257,481.00		
6	Water Main Pipe (6" Class 200)	LF	3,843	\$60.00	\$230,580.00	\$40.00	\$153,720.00	\$87,030.00	\$335,750.00	\$65.00	\$250,995.00	\$70.00	\$268,065.00		
7	Water Main Pipe (8" Class 200)	LF	1,934	\$65.00	\$125,710.00	\$45.00	\$87,030.00	\$24,700.00	\$111,730.00	\$775.00	\$1,492,500.00	\$650.00	\$1,255,000.00		
8	Water Valve (8" Gate)	EA	19	\$1,200.00	\$22,800.00	\$1,500.00	\$28,500.00	\$18,000.00	\$46,500.00	\$1,100.00	\$20,900.00	\$850.00	\$16,150.00		
9	Water Valve (6" Gate)	EA	12	\$250.00	\$3,000.00	\$400.00	\$4,800.00	\$11,200.00	\$15,200.00	\$175.00	\$2,100.00	\$250.00	\$3,000.00		
10	Water Fitting (6" 45 Degree Bend)	EA	28	\$300.00	\$8,400.00	\$500.00	\$14,000.00	\$2,500.00	\$7,000.00	\$425.00	\$11,900.00	\$1,500.00	\$4,500.00		
11	Water Fitting (6" x 8" Cross)	EA	5	\$300.00	\$1,500.00	\$600.00	\$3,000.00	\$18,000.00	\$9,000.00	\$200.00	\$1,000.00	\$550.00	\$2,750.00		
12	Water Fitting (8" 45 Degree Bend)	EA	30	\$1,500.00	\$45,000.00	\$6,000.00	\$18,000.00	\$6,000.00	\$18,000.00	\$5,000.00	\$15,000.00	\$12,000.00	\$36,000.00		
13	Miscellaneous Water Fittings	LS	1	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$109,200.00	\$115,200.00	\$950.00	\$950.00	\$850.00	\$850.00		
14	Water Service Lines	EA	91	\$850.00	\$77,350.00	\$1,200.00	\$109,200.00	\$3,500.00	\$320,000.00	\$15,000.00	\$1,365,000.00	\$5,000.00	\$4,545,000.00		
15	Thrust Blocks	LS	1	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$24,000.00	\$27,500.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00		
16	Connection to Existing Main	LS	1	\$5,000.00	\$5,000.00	\$24,000.00	\$24,000.00	\$18,000.00	\$42,000.00	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00		
17	Fire Hydrant	EA	6	\$2,500.00	\$15,000.00	\$3,000.00	\$18,000.00	\$18,000.00	\$54,000.00	\$38.00	\$228.00	\$70.00	\$420.00		
18	Sanitary Sewer Pipe (8")	LF	3,235	\$50.00	\$161,750.00	\$50.00	\$161,750.00	\$37,050.00	\$124,700.00	\$60.00	\$194,100.00	\$85.00	\$275,025.00		
19	Sanitary Sewer Pipe (8" Ductile Iron)	LF	570	\$75.00	\$42,750.00	\$65.00	\$37,050.00	\$5,625.00	\$62,500.00	\$40.00	\$22,650.00	\$74.00	\$42,110.00		
20	Sanitary Sewer Pipe (6")	LF	125	\$50.00	\$6,250.00	\$45.00	\$5,625.00	\$15,600.00	\$19,875.00	\$2,000.00	\$2,500.00	\$4,200.00	\$5,200.00		
21	Manhole	EA	12	\$2,500.00	\$30,000.00	\$1,300.00	\$15,600.00	\$1,000.00	\$12,600.00	\$1,900.00	\$22,800.00	\$1,200.00	\$14,400.00		
22	Eccentric Cone on Existing Manhole	EA	1	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$73,500.00	\$75,500.00	\$600.00	\$60,000.00	\$950.00	\$950.00		
23	Sewer Service Laterals	EA	105	\$300.00	\$31,500.00	\$400.00	\$42,000.00	\$1,200.00	\$126,000.00	\$950.00	\$99,750.00	\$1,000.00	\$104,250.00		
24	Connection to Existing Manhole	EA	3	\$1,200.00	\$3,600.00	\$400.00	\$1,200.00	\$30,000.00	\$33,600.00	\$50,000.00	\$150,000.00	\$40,000.00	\$120,000.00		
25	Earthwork	LS	1	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$225,000.00	\$255,000.00	\$130.00	\$130.00	\$160.00	\$160.00		
26	Hot Mix Asphalt	TN	1,500	\$75.00	\$112,500.00	\$150.00	\$225,000.00	\$12,015.00	\$18,022.50	\$3.50	\$5,250.00	\$5.00	\$7,500.00		
27	Pavement Reinforcing Fabric	SY	1,502	\$3.00	\$4,506.00	\$8.00	\$12,015.00	\$12,600.00	\$19,116.00	\$800.00	\$12,000.00	\$225.00	\$3,375.00		
28	Adjust Frames and Covers to Grade	EA	63	\$350.00	\$22,050.00	\$200.00	\$12,600.00	\$12,495.00	\$15,742.50	\$45.00	\$2,835.00	\$10.00	\$630.00		
29	Minor Concrete (Curb and Gutter)	LF	357	\$25.00	\$8,925.00	\$35.00	\$12,495.00	\$17,784.00	\$22,069.50	\$15.00	\$5,355.00	\$5.00	\$1,785.00		
30	Minor Concrete (Driveway)	SF	1,872	\$15.00	\$28,080.00	\$9.50	\$17,784.00	\$7,425.00	\$13,809.00	\$12.00	\$22,464.00	\$8.00	\$14,976.00		
31	Minor Concrete (Sidewalk)	SF	900	\$10.00	\$9,000.00	\$8.25	\$7,425.00	\$9,000.00	\$11,250.00	\$7,500.00	\$6,750.00	\$8,000.00	\$7,200.00		
32	Thermoplastic Striping and Markers	LS	1	\$500.00	\$500.00	\$9,000.00	\$9,000.00	\$4,000.00	\$13,000.00	\$8,500.00	\$8,500.00	\$8,000.00	\$8,000.00		
33	SWPPP	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$1,200.00	\$1,200.00		
Total =				\$1,312,053.68	\$1,312,053.68	\$1,186,495.00	\$1,186,495.00	\$1,272,457.00	\$1,272,457.00	\$1,414,576.00	\$1,414,576.00	\$1,414,576.00	\$1,414,576.00		

# AGREEMENT

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## FOR PUBLIC IMPROVEMENT

Project No. 10-53

### Sewer and Waterline Replacement in Alley's Canal to Berkeley

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

Mid Cal Pipeline & Utilities, Inc.  
P.O. Box 2406  
Merced, CA 95344

hereinafter called "Contractor" on this 11th day of December, 2012 (hereinafter called the "Agreement").

#### RECITALS

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

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

C On December 11, 2012, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

#### IT IS AGREED AS FOLLOWS:

##### 1. **Scope Of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Install new waterline, replace sewerline, install new manholes, demo and earthwork, cold plane operations, hot mix asphalt, pavement

reinforcing fabric and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

**2. The Contract:**

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

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

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

**3. Schedule:**

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

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

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 10-53, "Sewer and Waterline Replacement in Alley's Canal to Berkeley."**

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

**5. Contract Price:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **One Million One Hundred Eighty Six Thousand Four Hundred Ninety Five and NO/100ths Dollars (\$1,186,495.00)**. 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 **One Hundred Twenty (120)** 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 **One Thousand Four Hundred** and no/100ths Dollars (**\$1400.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

**10. Performance By Sureties:**

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

**11. Disputes Pertaining To Payment For Work:**

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

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

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

**13. Superintendence By Contractor:**

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

**14. Inspection By City:**

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

**15. Extra And/Or Additional Work And Changes:**

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

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

**16. 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. Contract Security:**

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

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

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

**24. Contractor's Insurance:**

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with 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) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10 30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
  - (5) Surety bonds as described below.
  - (6) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).
- (b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
  - (3) Workers' Compensation: As statutorily required by the State of California.
  - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
  - (5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.
  - (6) Errors and Omissions/Professional Liability: \$1,000,000 per claim as needed for design/build.
- (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under any of the required insurance coverages, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such action.

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

(e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.

(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 or with an insurer to which the City has provided prior approval.

(g) 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.

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

**25. Proof Of Carriage Of Insurance:**

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

**26. Wages & Hours Of Employment:**

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

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

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

If, because of war or other declared national emergency, the Federal or State Government restricts, regulates, or controls the procurement and allocation of labor or materials, or both, and if solely because of said restrictions, regulations or controls, Contractor is

through no fault of the Contractor, unable to perform this agreement, or the work is thereby suspended or delayed, any of the following steps may be taken.

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

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

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

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

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

compensation at the agreement rate for such portion of the agreement as may have been performed, or

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

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

**28. Provisions Cumulative:**

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

**29. Taxes:**

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

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

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

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

**30. Notices:**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**31. Interpretation:**

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

**32. 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.

**33. 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 20 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**

\_\_\_\_\_

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

**BOND FOR FAITHFUL PERFORMANCE**

---

**KNOW ALL BY THESE PRESENTS:**

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has  
entered, or is about to enter, into a certain contract with the City of Turlock, entitled  
"Agreement for **City Project No. 10-53, "Sewer and Waterline Replacement in  
Alley's Canal to Berkeley,"**" a true and correct copy of which agreement is presently on file  
in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred  
to and made a part hereof.

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

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

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**BOND FOR LABOR AND MATERIAL**

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**KNOW ALL BY THESE PRESENTS:**

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has  
entered, or is about to enter, into a certain contract with the City of Turlock, entitled  
"Agreement for **City Project No. 10-53, "Sewer and Waterline Replacement in  
Alley's Canal to Berkeley,"** a true and correct copy of which agreement is presently on file  
in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred  
to and made a part hereof.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)

By: X \_\_\_\_\_

By: X \_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: X \_\_\_\_\_

By: X \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip)

Phone: \_\_\_\_\_

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF TRANSFERRING }  
\$160,000 TO ACCOUNT NUMBER 420-52- }  
551.51129 "C-900 ALLEY BETWEEN }  
BERKELEY & EAST MAIN TO YOSEMITE" }  
FROM ACCOUNT NUMBER 420-52-551. }  
51270 "CONSTRUCTION PROJECT" FOR }  
CITY PROJECT NO. 10-53, "WATER AND }  
SEWERLINE REPLACEMENT IN THE }  
ALLEYS" }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the City sewer infrastructure in the project area is dilapidated and requires continual maintenance; and

**WHEREAS**, the City water infrastructure in the project area is undersized and requires continual maintenance; and

**WHEREAS**, this project is identified in the 5-year Capital Improvement Program; and

**WHEREAS**, by separate action, Council has entered into a contract for the construction of the improvements.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby transfer \$160,000 to account number 420-52-551.51129 "C-900 Alley Between Berkeley & East Main to Yosemite" from account number 420-52-551.51270 "Construction Project" for City Project No. 10-53, "Water and Sewerline Replacement in the Alleys"

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 11<sup>th</sup> day of December, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

5D

December 11, 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

### 2. DISCUSSION OF ISSUE:

Due to age and repeated vandalism of the roof at the Marty Yerby Center located in Columbia Park, the roofing material has been damaged beyond repair. In order to avoid further damage to the building from rain seeping in, the roof must be replaced now.

On November 27, 2012, Council awarded a bid and approved an agreement in the amount of \$11,350 with Econo-Roofing of Delhi, California to replace the roof under City Project 12-51, "Marty Yerby Center Roof Replacement."

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.

### 3. BASIS FOR RECOMMENDATION:

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

B) Replacing the roof is necessary to prevent future and more expensive water damage to the roof and/or building. The work is scheduled to begin on or before December 17, 2012.

**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:**

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 Agreement has already been approved.



## Council Synopsis

5E

December 11, 2012

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving a retainer agreement for Fiscal Years 2012-13 and 2013-14, in an amount not to exceed \$100,000, with Omni-Means Ltd., of Roseville, California, for professional traffic engineering services

### 2. DISCUSSION OF ISSUE:

Throughout the year the City may become involved with projects that require advanced traffic engineering studies, modeling, and reporting to be performed. These studies are important to understand the potential impact projects may have on our transportation network. The results of these studies allow Staff to determine the feasibility of certain projects, determine if mitigating measures are needed, or develop alternatives that help meet project goals.

Staff has determined that outsourcing this particular function provides a better value to the City. Through the use of a retainer agreement the City can seek services on an as-needed basis, as opposed to keeping specialized staff qualified and certified in-house. In addition, specialized transportation consultants have access to tools, equipment, software, and other highly technical resources that allow for more accurate data analysis and reporting, as compared to resources owned by the City.

Omni-Means, Ltd., the firm selected for the award of this retainer agreement, was not selected as part of a competitive process. Rather, Staff is seeking a sole source agreement with this firm due to a proven, reliable work history throughout their many years of service with the City, a comprehensive institutional knowledge of the City's infrastructure, plans, and needs, as well as their extensive collection of previous studies, plans, and recommendations that provide for a better understanding of future projects with a quicker turnaround time for deliverables.

### 3. BASIS FOR RECOMMENDATION:

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

C) Retainer agreements allow for prompt and efficient service, while still providing a good value to the City.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

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

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** No direct fiscal impact. Up to \$100,000 may be spent over the course of the agreement, but each service request will be associated with a specific project, which will have a budgeted amount for such services.

**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 specialized traffic studies, models, and reporting are necessary to properly evaluate the impact of potential projects on the City's transportation network and Staff currently does not have the specialized resources to undertake this work.



**RETAINER AGREEMENT  
For Special Services  
between  
the CITY OF TURLOCK  
and  
OMNI-MEANS, LTD.  
for  
TRAFFIC ENGINEERING SERVICES**

**THIS AGREEMENT** is made this 11th day of December, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **OMNI-MEANS, LTD.**, a private corporation, hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

**WHEREAS**, CITY has a need for traffic engineering services; and

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

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

**1. SCOPE OF WORK:** The Services to be provided by CONSULTANT shall be delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

**4. COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit

*OK for Agenda*

A, attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Thousand and no/100ths Dollars (\$100,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning December 11, 2012 and ending June 30, 2014, subject to CITY's availability of funds.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

(3) In the event of cancellation, non-renewal, or material change that

reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

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

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

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

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

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

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

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

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

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

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

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

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

**9. VOLUNTARY TERMINATION:** CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

**10. TERMINATION OF STATED EVENT:**

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

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

required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.

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

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

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

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

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

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

**12. NONDISCRIMINATION:** In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and

selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

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

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

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

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

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

Until a change order is so executed, CITY will not be responsible to pay any charges

CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

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

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

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

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

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

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

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

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

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

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

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

**30. RECORD INSPECTION AND AUDIT:** CONSULTANT shall maintain adequate

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

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

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

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

**for CONSULTANT:** OMNI-MEANS, LTD.  
ATTENTION: MARTIN R. INOUYE  
943 RESERVE DRIVE, SUITE 100  
ROSEVILLE, CA 95678  
PHONE: (916) 782-8688  
FAX: (916) 782-8689

**for CITY:** CITY OF TURLOCK  
ATTENTION: MICHAEL G. PITCOCK, P.E.  
ENGINEERING DIVISION  
156 SOUTH BROADWAY, SUITE 150  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5599 Ext. 4430  
FAX: (209) 668-5563

**34. OTHER SOURCES:** CITY reserves the right to obtain architectural, engineering, geotechnical, environmental, material testing, and special inspection services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

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

**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**

**OMNI-MEANS, LTD.**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Michael G. Pitcock, P.E., Director of  
Development Services/City Engineer

Federal Tax ID \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

ATTEST:

By: \_\_\_\_\_  
Kellie Weaver, City Clerk




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## Fee Schedule

### Professional Staff Rates

Project Manager	1 – 5	\$115.00	to	\$178.00/hr
Resident Engineer	1 – 5	\$115.00	to	\$195.00/hr
Engineer	1 – 5	\$70.00	to	\$171.00/hr
Traffic Engineer	1 – 5	\$70.00	to	\$171.00/hr
Planner	1 - 4	\$54.00	to	\$120.00/hr
Landscape Architect	1 – 4	\$70.00	to	\$150.00/hr
Office Surveyor	1 – 5	\$54.00	to	\$120.00/hr
Field Surveyor	1 - 4	\$54.00	to	\$134.00/hr
Field Inspector	1 - 4	\$54.00	to	\$134.00/hr
Graphic Artist	1 – 3	\$54.00	to	\$94.00/hr
Designer	1 – 3	\$70.00	to	\$134.00/hr
Technician	1 – 4	\$47.00	to	\$110.00/hr
Clerical	1 – 3	\$35.00	to	\$82.00/hr
2-Person Survey Crew		\$125.00	to	\$250.00/hr
3-Person Survey Crew		\$160.00	to	\$325.00/hr

### Reimbursable Charges

Reimbursable charges include, but are not limited to, in-house reproduction, travel subsistence, special consultants, outside purchases and services, and other subcontracts. These are charged at 1.20 x cost.

### Billing Rates

Billing rates include overhead, equipment, space rental, etc. Billing rates are subject to increases due to union agreements and salary increases. Principal's time on projects is chargeable up to \$250.00 per hour.

### Expert Witness Rates

Deposition and trial testimony: \$300 per hour, 4-hour minimum. Meetings and preparation are at normal professional staff rates.

*Effective April, 2012*



## Council Synopsis

December 11, 2012

5F

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2011-12 and Fiscal Year 2012-13 in the amount of \$719,761 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates

### 2. DISCUSSION OF ISSUE:

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

The adopted LTF estimate for FY 11-12 was estimated at \$14,300,000. Actual LTF received during that period of time was \$17,168,215. The difference of \$2,868,215 is now made available for disbursement to the nine cities and county of "other transportation purposes" per the approved revenue sharing policy.

On February 15, 2012, the Stancog Policy Board approved STA apportionments totaling \$3,098,534 for FY 2012/13, plus LTF needed for TDA administration and transportation planning, along with 2% by jurisdiction for non-motorized (pedestrian and bicycle) purposes. The Transit Cost Sharing Committee recommended that LTF in the amount of \$13,700,959 is needed for transit in FY 2012/13, leaving a balance of \$2,261,664 available for "other transportation purposes."

The attached claim in the amount of \$719,761 is for FY 11-12 supplemental apportioned and FY 2012/13 unused transit LTF dollars available to the City of Turlock for "other transportation purposes."

**3. BASIS FOR RECOMMENDATION:**

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

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

**Goal(s):** 1(A) Community Infrastructure  
 v) Provide safe and well maintained street for the citizens of Turlock  
 vi) Complete pedestrian/recreational and bicycle paths

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:**

	<u>Account Number</u>	<u>Amount</u>
LTF Streets	216/40-421-34105	
Non-Motorized – 2% LTF		\$50,159
(Non-Transit Claim 2011/12 and FY 2012/13)		\$669,602
Total (Non-Transit Claim FY 2011/12 and FY 2012/13)		<u>\$719,761</u>

**5. CITY MANAGER’S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

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

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

IN THE MATTER OF APPROVING A }  
 TRANSPORTATION DEVELOPMENT }  
 ACT (TDA) CLAIM FOR NON-TRANSIT }  
 EXPENSES FOR FISCAL YEAR 2011-12 }  
 AND FISCAL YEAR 2012-13 IN THE }  
 AMOUNT OF \$719,761 AND ADJUSTING }  
 THE PROJECTED LOCAL }  
 TRANSPORTATION REVENUE IN FUND }  
 216 TO CURRENT STANCOG ESTIMATES }  
 \_\_\_\_\_ }

**RESOLUTION NO. 2012-**

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

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

**WHEREAS**, this claim is for "Supplemental Funding for Non-Transit Expenses" for FY 2011-12 and "Unallocated Transit Funding for Non-Transit Expenses" for FY 2012-13; and

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

**WHEREAS**, Staff also desires to adjust the 2012-13 LTF revenue estimated for non-transit purposes based on revised revenues estimates from StanCOG.

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

1. The City Manager to submit a claim for FY 2011-12 and FY 2012-13 to the Stanislaus Council of Governments for Local Transportation Funds (LTF) in the amount of \$669,602 for Non-transit Expenses, and \$50,159 for Non-Motorized Expenses (total claim \$719,761) on behalf of the City of Turlock; and
2. Revise the projected LTF revenue in Fund 216 "Streets – Local Transportation Funds" as follows:

	<u>Account Number</u>	<u>Current Budget</u>	<u>Adjustment</u>	<u>Adjusted Budget</u>
LTF Streets	216-40-421.34105	\$ 555,513	\$ 114,089	\$ 669,602
Non-Motorized	216-40-421.34106	\$ 5,000	\$ 45,159	\$ 50,159
Totals		<u>\$ 560,513</u>	<u>\$ 159,248</u>	<u>\$ 719,761</u>

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 11<sup>th</sup> day of December 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

**TRANSPORTATION DEVELOPMENT ACT  
LOCAL TRANSPORTATION FUND  
CLAIM FOR FISCAL YEAR 2012/13 OTHER PURPOSES**

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

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

The City of Turlock hereby requests, in accordance with the Transportation Development Act and applicable rules and regulations, that its claim for other purposes be approved in the amount of \$ 719,761 for fiscal year 2012/13, to be drawn from the Local Transportation Fund.

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

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

Submitted by: \_\_\_\_\_  
Roy Wasden  
Title: City Manager  
Date: \_\_\_\_\_

**StanCOG Board of Directors:**

Date of approval: \_\_\_\_\_

Resolution #: \_\_\_\_\_

\_\_\_\_\_  
*StanCOG Approving Authority*

**LOCAL TRANSPORTATION FUND  
CLAIM FOR OTHER PURPOSES  
FY 2012/13**

**TABLE 1**

1.	Planning, Local --PUC 99262/99402	\$	-
2.	Transit *	\$	-
3.	Streets and Roads --PUC 99400 (a)	\$	669,602
4.	Nonmotorized - 2% LTF funds --PUC 99233.2/99234	\$	50,159
5.	Nonmotorized - Other LTF funds --PUC 99233.2/99234	\$	-
6.	<b>TOTAL CLAIM</b>	<b>\$</b>	<b>719,761</b>

<i>This table is to be filled out by StanCOG staff</i>			
<b>City of Turlock</b>			
<b>Total LTF available to be claimed for other purposes:</b>			
	FY 2012/13 Nonmotorized apportionment	\$	42,694
	FY 2011/12 Nonmotorized supplemental	\$	7,465
	Total 2% Nonmotorized	\$	50,159
	FY 2012/13 Other Purposes apportionment	\$	305,884
	FY 2011/12 Other Purposes supplemental	\$	363,718
		\$	669,602
	<b>Total available to be claimed at this time</b>	<b>\$</b>	<b>719,761</b>

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

**NONMOTORIZED PROJECTS  
FY 2012/13**

(Use additional forms if necessary)

**TABLE 2  
BREAKDOWN BY PROJECT**

BRIEFLY DESCRIBE PROJECTS AND EXPENDITURES INCLUDED IN THE 3 YEAR PERIOD BELOW										
ID	PROJECT TITLE	MODE			FOR BIKE PROJECTS ONLY		2010/11 ACTUAL EXPENDITURES	2011/12 ESTIMATED EXPENDITURES	2012/13 CLAIM	ACTUAL / ESTIMATED EXPENDITURES FOR 3 YEAR PERIOD
		B I K E	P E D	P L A N	PROJECT IN StanCOG's BIKE PLAN *	PROJECT IN CITY/CO BIKE PLAN *				
1	Bicycle Routes	x			Yes	Yes	\$178.58	\$0.00	\$83,243.00	\$83,421.58
2	Sidewalk Extensions/ADA Ramps		x				\$0.00	\$43,911.59	\$10,000.00	\$53,911.59
3	Bicycle Class 1 Path - Canal Drive	x			Yes	Yes	\$79,000.00	\$0.00	\$0.00	\$79,000.00
							\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FUNDS APPROPRIATED TO PROJECTS</b>							<b>\$79,178.58</b>	<b>\$43,911.59</b>	<b>\$93,243.00</b>	<b>\$216,333.17</b>

**TABLE 3  
BREAKDOWN BY CATEGORY**

RECORD LTF FUNDS ONLY							
	% of Total Expenditures	2008/09 Actual	2009/10 Actual	2010/11 Actual	2011/12 Estimate	2012/13 Claim	5 Year Total
Bicycle facilities	59.54%	\$0.00	\$0.00	\$79,178.58	\$0.00	\$83,243.00	\$162,421.58
Pedestrian facilities	40.46%	\$48,589.00	\$7,865.00	\$0.00	\$43,911.59	\$10,000.00	\$110,365.59
Preparation of Bicycle Plan	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL AMOUNT OF BIKE/PED EXPENDITURES</b>		<b>\$48,589.00</b>	<b>\$7,865.00</b>	<b>\$79,178.58</b>	<b>\$43,911.59</b>	<b>\$93,243.00</b>	<b>\$272,787.17</b>
<b>DOES THIS CLAIM MEET THE MINIMUM 50% BICYCLE EXPENDITURE STANCOG PERFORMANCE STANDARD?</b>						<b>YES</b>	
StanCOG 50% bicycle expenditure requirement: The 5 year bicycle expenditures must be 50% or greater.							

**TABLE 4  
FUNDS HELD IN RESERVE AT JURISDICTION**

RECORD LTF FUNDS ONLY				
	2008/09	2009/10	2010/11	2011/12
Fiscal year beginning fund balance	\$61,424.12	\$55,669.47	\$50,997.04	\$42,740.15
Plus fiscal year 2% nonmotorized claim	\$42,296.00	\$2,915.00	\$70,636.00	\$44,193.00
Plus interest	\$538.64	\$277.92	\$285.69	\$62.42
Minus nonmotorized expenditures	(\$48,589.29)	(\$7,865.35)	(\$79,178.58)	(\$43,911.59)
<b>Fiscal year ending fund balance</b>	<b>\$55,669.47</b>	<b>\$50,997.04</b>	<b>\$42,740.15</b>	<b>\$43,083.98</b>

- Prior year(s) LTF carryover held by jurisdiction applied towards FY 2012/13 Nonmotorized claim (TABLE 4)
- Interest earned on previously paid LTF funds held by jurisdiction (required by State law) (TABLE 4)
- FY 2011/12 Nonmotorized 2% funds applied towards FY 2012/13 projects (must match Page 2, Line 4)
- FY 2012/13 Other LTF funds applied towards Nonmotorized claim (must match Page 2, Line 5)
- FY 2012/13 Nonmotorized 2% funds to be held at StanCOG
- Total of lines #1 through #5 above

\$43,022
\$62
\$50,159
\$0
\$0
\$93,243

**SEE PAGE 3b FOR NONMOTORIZED REGULATIONS/POLICIES AND NOTES**

**NONMOTORIZED PROJECTS**  
**FY 2012/13**  
**(Continued)**

**NONMOTORIZED REGULATION/POLICY REMINDERS:**

- A. State law allows a jurisdiction to use LTF to update a Bicycle Action Plan once every five years (PUC 99234(h)).
- B. State law allows a jurisdiction to use up to 20% of the amount available each year to restripe Class II bicycle lanes (PUC 99234(h)).
- C. State law allows a jurisdiction to use up to 5% of the amount available each year to supplement moneys from other sources to fund bicycle safety education programs, but the funds shall not be used to fully fund the salary of any one person (PUC 99233.3).
- D. All funds must be spent within five years of receipt. Over the five-year period shown in Table 3, at least 50% of funds must be spent for bicycle purposes. StanCOG will not allocate funds to any jurisdiction which is in violation of these policies.

**NOTES:**

- \* By StanCOG policy, all bike projects must appear in either StanCOG's Bicycle Action Plan, or in a City or County bicycle plan, to be eligible for LTF funding.
- \*\* Beginning with FY 2003/04, nonmotorized funds will only be allocated by StanCOG for specific projects. If no project is identified, funds will be held in reserve at StanCOG for eventual use by that jurisdiction.

**ANNUAL PROJECT AND FINANCIAL PLAN  
PROJECTS FOR OTHER PURPOSES  
FY 2012/13**

(Use additional forms as necessary)

**TABLE 5**

**Briefly describe all proposed projects and indicate proposed project expenditures**

Project Title & Brief Description	Will this Project add new travel lanes? Yes or No	Will this Project use Federal Funds? Yes or No	Is this Project consistent with the RTP Yes or No	Total Project Cost	LTF Funds Utilized
Federal Projects	No	Yes	Yes	\$ 5,773,019	
Street Maintenance and Contract Services	No	No	Yes	\$ 1,391,173	
Street Utilities, Lighting etc.	No	No	Yes	\$ 400,000	\$ 400,000
Traffic Signal Maintenance & Contract Services	No	No	Yes	\$ 300,000	\$ 269,602
Slurry Seals & Local Street Rehab	No	No	Yes	\$ 750,000	
LED Light Replacement annual loan payment	No	No	Yes	\$ 33,779	
<b>TOTAL</b>				<b>8,647,971.00</b>	<b>669,602.00</b>

1. LTF carryover applied towards FY 2012/13 Other Purposes
2. Interest earned on LTF carryover (required by State law)
3. FY 2012/13 apportionment applied towards FY 2012/13 Other Purposes
4. Total of Lines 1, 2 and 3 above

-

-

669,602.00

669,602.00



## Council Synopsis

December 11, 2012

5G

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving the renewal for the Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to offer youth basketball programs within the community

### 2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Unified School District (TUSD), specifically Turlock High School and Pitman High School, intend to continue working together to implement a youth basketball program beginning January 2013. This eight week program is designed to teach 1<sup>st</sup> – 8<sup>th</sup> grade students the fundamentals of basketball. The program includes two weeks of skill clinics followed by six weeks of games. All program activity will take place at TUSD facilities. The City and TUSD have successfully partnered together to offer safe athletic opportunities for the past 15+ years.

### 3. BASIS FOR RECOMMENDATION:

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

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

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

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

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

At the conclusion of the program, the City of Turlock will pay TUSD 70% of net program fees, more specifically 35% to Pitman High School Basketball and 35% to Turlock High School Basketball. The City will include a detailed report that includes date, location and services that each school is being paid. The City of Turlock will retain 30% of the net revenue received for the program. No additional monies are required for this program. The estimated budgeted revenue for this program is \$14,500 with expenses set at \$2,500.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Council could choose not to enter into a Memorandum of Understanding with TUSD to provide youth basketball opportunities. With this alternative, there could be a potential loss of revenue, as well as a loss of affordable youth sports activities.



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF TURLOCK  
AND  
TURLOCK UNIFIED SCHOOL DISTRICT  
For  
YOUTH BASKETBALL PROGRAMS  
CONTRACT NO. 12-073

This Memorandum of Understanding stands as evidence that the City of Turlock and Turlock Unified School District intend to work together with Youth Basketball Programs towards the mutual goal of providing organized and meaningful youth basketball opportunities for youth ages five to fourteen for the 2013 calendar year. Both agencies agree that the implementation of Youth Basketball Programs, as described herein, will further this goal. To this end, TUSD agrees to participate in the program by coordinating/providing the following services every regular instructional day based on program season and providing City of Turlock with all information and documentation pursuant to the deadlines.

**City of Turlock scope of services:**

- Coordinate with TUSD basketball coaches from Pitman and Turlock High Schools to implement the youth basketball program which includes: training, evaluation/feedback.
- Provide materials to site leads for youth coaches to implement program requirements, i.e. weekly lesson plans.
- Provide administrative support for the youth basketball program taking all registrations, distribute fliers through the schools, advertising through the local newspapers, secure facilities; provide rosters to TUSD Youth Basketball Coaches.
- Pay TUSD, Basketball Teams at Pitman and Turlock High Schools 35% per site of net revenue, from the youth basketball program.
- Ensure all youth coaches and volunteers pass a DOJ fingerprint scan. Youth Sports Program Supervisor will notify the TUSD within 48 hours of receiving DOJ information which would disqualify the individual from working with children.

OK for Agenda  
AM

## **TUSD scope of services:**

- Provide a basketball coach to be site lead at each site to conduct and supervise Youth Basketball Programs.
- Site lead will coordinate with the Youth Sports Program Supervisor to monitor program performance.
- Site lead will place participants on teams and develop game schedule once teams are assigned.
- Provide volunteers from basketball teams to be youth coaches.
- Oversee the program and ensure that program requirements are achieved.
- Place all participants on teams, set schedules and maintain program information.
- Ensure that all youth coaches and volunteers have passed a DOJ fingerprint scan prior to participating in the youth basketball program.

## **General Provisions:**

1. **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 18, 2012 and ending December 18, 2013.

### **2. INSURANCE AND INDEMNIFICATION**

(a) **Insurance:** The City shall keep in full force and effect during the term of this Agreement public liability insurance, insuring and protecting the District, the City, and their respective officers and employees from and against any and all liability of the District and/or the City for damages arising out of or connected with, the performance by the City, its agents, employees, volunteers or others pursuant to this Agreement. The public liability insurance required hereunder shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limit. A certificate of such insurance shall be provided to the District, upon request. The District shall carry similar liability insurance, in addition to that which may be required by law, in the amounts, and with provisions reciprocal to, the terms, conditions, and obligations set forth in this section.

(b) **Hold Harmless:** Each party hereto shall hold the other, the other party's governing body, and its officers, agents, employees and volunteers free and harmless from any liability for loss, damage, injury, or death to persons, or damage to or loss of property, arising out of the other party's performance pursuant to this Agreement.

3. **RELATIONSHIP OF PARTIES:** All acts of SCHOOL DISTRICT, its agents, officers, and employees and all others acting on behalf of SCHOOL DISTRICT relating to the performance of this Agreement, shall be performed as SCHOOL DISTRICT's and not as agents, officers, or employees of CITY. SCHOOL DISTRICT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SCHOOL DISTRICT 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 SCHOOL

DISTRICT. No agent, officer, or employee of the SCHOOL DISTRICT is to be considered an employee of CITY. It is understood by both SCHOOL DISTRICT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

SCHOOL DISTRICT shall determine the method, details and means of performing the work and services to be provided by SCHOOL DISTRICT under this Agreement. SCHOOL DISTRICT 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 SCHOOL DISTRICT in fulfillment of this Agreement. SCHOOL DISTRICT has control over the manner and means of performing the services under this Agreement. SCHOOL DISTRICT is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, SCHOOL DISTRICT has the responsibility for employing other persons or firms to assist SCHOOL DISTRICT in fulfilling the terms and obligations under this Agreement.

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

It is understood and agreed that as a SCHOOL DISTRICT and not an employee of CITY neither the SCHOOL DISTRICT or SCHOOL DISTRICT'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 SCHOOL DISTRICT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of SCHOOL DISTRICT's personnel.

It is further understood and agreed that SCHOOL DISTRICT coaches and volunteers shall not transport participants in the youth basketball program at any time.

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

**5. CONFORMANCE WITH FEDERAL AND STATE LAW:** All equipment, supplies and services used and/or provided by SCHOOL DISTRICT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California. SCHOOL DISTRICT its agents, officers and employees who violate local, state, or federal laws aimed at protecting children are ineligible to provide services under this agreement.

**6. NONDISCRIMINATION:** In connection with the execution of this Agreement, SCHOOL DISTRICT shall not discriminate against any employee or applicant for employment

because of age, race religion, color, sex, or national origin. SCHOOL DISTRICT 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. SCHOOL DISTRICT 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, SCHOOL DISTRICT shall comply with the provisions of Section 1735 of the California Labor Code.

**7. ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. SCHOOL DISTRICT 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. SCHOOL DISTRICT specifically acknowledges that in entering into and executing this Agreement, SCHOOL DISTRICT relies solely upon the provisions contained in this Agreement and no others.

**8. OBLIGATIONS OF SCHOOL DISTRICT:** Throughout the term of this Agreement, SCHOOL DISTRICT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. SCHOOL DISTRICT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities and other resources necessary to provide the CITY with the services contemplated by this Agreement. SCHOOL DISTRICT 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.

**9. NEWS AND INFORMATION RELEASE:** SCHOOL DISTRICT 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.

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

**11. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** SCHOOL DISTRICT 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.*

**12. 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:

**My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein. I understand that failure to abide by the terms and conditions of this MOU may result termination.**

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

**CITY OF TURLOCK,  
a municipal corporation**

**TURLOCK UNIFIED  
SCHOOL DISTRICT**

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 Weaver, CMC, City Clerk



## Council Synopsis

December 11, 2012

5H

From: Erik Schulze, Superintendent  
Parks, Recreation and Public Facilities Division

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Accepting donations received from July through December Fiscal Year 2012-13, to be deposited as per Exhibit A, for a variety of Parks, Recreation & Public Facilities Division programs, scholarships, and activities

### 2. DISCUSSION OF ISSUE:

Staff has received donations for many programs and activities implemented by the Parks, Recreation & Public Facilities Division as per Exhibit A. Through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals in creating community by supporting a variety of recreation, sports, and art activities. Monies received through donations assist in offsetting City resources typically provided by General Funds.

### 3. BASIS FOR RECOMMENDATION:

A) City policy requires that the City Council accepts all donations.

**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:** Increases to the various account numbers as attached in Exhibit A.

Total amount donated \$2,250.74



## Council Synopsis

December 11, 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 "DUI/Driver's License Checkpoint" mini-grant through the California Office of Traffic Safety (OTS), in an amount not to exceed \$34,400, 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 due to additional funds dispersed, they desired to award a grant for pay and benefits relating to conducting eight (8) DUI/DL checkpoints in the City of Turlock. The grant is not to exceed \$34,400. The grant period begins December 1, 2012, and ends on September 30, 2013.

### 3. BASIS FOR RECOMMENDATION:

- A. City of Turlock policy requires City Council to approve all agreements.
- B. Staff sought funding under the OTS DUI/Driver's License mini-grant to reduce the number of people injured and killed as a result of distracted driving collisions and was denied. OTS later contacted us with the desire to distribute previously unavailable funds.
- C. The grant will provide for overtime costs, including benefits, for officer 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 DUI/Driver's License mini-grant. 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 \$34,400.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

None.

**7. ALTERNATIVES:**

Council could decline this grant.



The Regents of the University of California  
 School of Public Health, Berkeley,  
 with Primary Funding from the  
 California Office of Traffic Safety

GRANT NUMBER

SC13438

GRANT

1. Title of Program

SOBRIETY CHECKPOINT GRANT PROGRAM FOR 2012-2013

2. Name of Applicant Agency

TURLOCK, CITY OF

4. Period of Grant

Month - Day - Year

From: 12/01/12

To: 09/30/13

3. University of California Berkeley, Safe Transportation Research and Education Center  
 DAVID RAGLAND, PRINCIPAL INVESTIGATOR, UC BERKELEY SAFE TRANSPORTATION  
 RESEARCH AND EDUCATION CENTER

5. Description of Program

The goal of the Sobriety Checkpoint Grant Program for 2012-2013 is to reduce the number of victims killed and injured in alcohol-involved crashes in participating cities. The period of this grant contract ("contract"), December 01, 2012 to September 30, 2013, encompasses two national mobilization periods: the Winter Holiday Mobilization period, December 14, 2012 - January 01, 2013, and the Labor Day Mobilization period, August 16, 2013 - September 02, 2013. The Turlock Police Department will conduct sobriety checkpoints in Turlock in accordance with this contract. The contract includes the attached Schedule A - Descriptions, Schedule B - Detailed Budget Estimate, Schedule B-1 - Budget Narrative, and Schedule C - Terms and Conditions.

6. Federal Funds Allocated Under This Grant Shall Not Exceed:

\$34,400.00

7. Approval Signatures (By signing this page, Agency agrees to the terms and conditions which follow and are attached)

A. The Regents of the University of California Authorized Signature

Name: Jyl Baldwin Phone: 510-642-8110

Title: Associate Director, SPO Fax: 510-642-8236

Address: UC Berkeley Sponsored Projects Office  
 2150 Shattuck Avenue, Suite 300  
 Berkeley, CA 94704-5940

Email: jlbaldwin@berkeley.edu

(Signature)

(Date)

B. Authorizing Official For Applicant Agency

Name: Robert Jackson Phone: (209) 668-5550

Title: Chief of Police Fax: (209) 668-5502

Address: 900 N. Palm St  
 Turlock, CA 95380

Email: rjackson@turlock.ca.us

(Signature)

(Date)

C. Agency Office Authorized to Receive Payments

Agency: Turlock, City of Phone: (209) 668-5570

Office: Finance Department

Address: 156 S Broadway  
 Turlock, CA 95380

Tax ID #: 94-6000445

Contact Person: Marie Lorenzi

Email: mlorenzi@turlock.ca.us

D. Optional: Individuals Authorized to Sign Claims (in addition to the Authorizing Official For Applicant Agency)

Name: Jeffery Lopes Title: Captain

(Signature)

(Date)

Name: Steven Williams Title: Captain

(Signature)

(Date)

**Schedule A - Description  
Sobriety Checkpoint Grant Program for 2012-2013**

**GOALS**

1. To reduce the number of victims killed in alcohol-involved crashes.
2. To reduce the number of victims injured in alcohol-involved crashes.
3. To reduce nighttime (2100 hours to 0259 hours) fatal crashes.
4. To reduce nighttime (2100 hours to 0259 hours) injury crashes.
5. To reduce hit and run fatal crashes.
6. To reduce hit and run injury crashes.

**AGENCY OBJECTIVES**

1. To conduct a total of 8 sobriety checkpoints by September 30, 2013 (should be a minimum of one checkpoint per mobilization).

NOTE: If a department elects to combine a Driver License (DL) checkpoint with a sobriety checkpoint, the department should: 1) inform the public (via the press release) that driver licenses will be checked and 2) conduct DUI/DL checkpoint operations with signs reading, "DUI/Driver License Checkpoint Ahead".

To better identify and apprehend drug-impaired drivers in addition to alcohol-impaired drivers, it is highly recommended that all personnel assigned to staff the greeting lane of the checkpoint be Drug Recognition Experts (DRE's) and/or Advanced Roadside Impaired Driving Enforcement (ARIDE) trained sworn officers. At the very minimum, all officers contacting drivers in the greeting lane should be National Highway Traffic Safety Administration (NHTSA) Standardized Field Sobriety Test (SFST) trained and certified.

To maximize effectiveness, checkpoint operations may be conducted at more than one location on any evening. Each checkpoint should be highly publicized and visible. **The Office of Traffic Safety (OTS) does not fund or support independent DL checkpoints.**

**Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.** When practicable it is recommended that checkpoint operations run until 0300 hours.

2. If appropriate, a supervisor(s) should attend OTS-sponsored "DUI Checkpoints - Planning and Management" eight-hour, POST-certified training by December 31, 2012. Officers are encouraged to attend this training as well.
3. To collect and report checkpoint statistics on-line for checkpoints conducted during the Winter and Labor Day mobilization periods and submit the data by the deadlines established by the Safe Transportation Research and Education Center (SafeTREC).
4. To collect and report checkpoint statistics on-line for checkpoints conducted outside the mobilization periods and to submit the data by the end of the applicable quarter(s).

**Schedule A - Description (continued)**  
**Sobriety Checkpoint Grant Program for 2012-2013**

**MEDIA OBJECTIVES**

1. After the statewide kick-off press event, issue a press release announcing the kick-off of this grant, using the OTS kick-off press release template provided by SafeTREC.
2. During the mobilization periods (December 14 - January 1 and August 16 - September 2), if an AVOID media campaign is active in the county, grantee should notify the AVOID Coordinator of checkpoint locations, dates and times at least fourteen (14) days in advance of all planned checkpoints. The AVOID Coordinator should issue press releases including checkpoints conducted during the mobilization periods to all major media outlets in the region.
3. For each checkpoint operation, grantee should distribute a separate press release using the OTS template provided by SafeTREC unless multiple checkpoints are to be conducted within a seven (7) day period, in which case one press release covering the seven (7) day period that covers all operations will suffice. When using the OTS press release template provided by SafeTREC, grantee should forward press releases, media advisories, alerts and other press materials to SafeTREC concurrently with distribution to the media. If any other press release format or copy is used, grantee should submit the press release to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for his review. Optimum lead-time would be 10 – 20 days prior to the operation. The approved press release should also be sent to the SafeTREC. For post-operational media communications that report the results of checkpoints, grantee does not need to have the release approved by OTS.
4. Grantee should use OTS's Tagline "Report Drunk Drivers. Call 911" on all news releases and checkpoint publication materials.
5. To use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
6. Grantee should issue to the media a post-operational news release reporting the results of the checkpoint (do not submit to OTS media communications reporting the results of checkpoints). Any drug-impaired driving arrests (23152(a)) and other drug arrests (possession, transportation, for sale) made as the result of the checkpoint operation should be incorporated into the post-operational media release.

**METHOD OF PROCEDURE**

**Phase I: Program Preparation (December 1, 2012 – December 13, 2012)**

1. Review the contract to ensure compliance with contract provisions.
2. Notify the SafeTREC of any changes in contact information. The contract, purchase order number and Fact Blasts are emailed to the contact person listed in the agency application.
3. Attend OTS-sponsored "DUI Checkpoints – Planning and Management" eight-hour, POST-certified training by December 31, 2012.
4. Plan checkpoint staffing, e.g., supervisors, officers, clerical staff, or community service officers as needed to staff each sobriety checkpoint on an overtime basis.
5. Send a written request to the SafeTREC to seek approval of any changes to grant funded work or deliverables.
6. Order grant approved checkpoint supplies, if applicable.

**Schedule A - Description (continued)**  
**Sobriety Checkpoint Grant Program for 2012-2013**

**Phase II: Mobilization** (December 14, 2012 – January 1, 2013 and August 16, 2013 – September 2, 2013)

7. After the statewide kick-off press event in December, grantee should issue a press release announcing the kick-off of this grant using the OTS kick-off press release template provided by SafeTREC.
8. If an AVOID media campaign is active in the county, grantee should notify the AVOID Coordinator of checkpoint locations, dates and times at least fourteen (14) days in advance of all planned checkpoints. The AVOID Coordinator should issue press releases including checkpoints conducted during the mobilization periods to all major media outlets in the region.
9. For each checkpoint operation, grantee should distribute a separate press release using the OTS template provided by SafeTREC unless multiple checkpoints are to be conducted within a seven (7) day period, in which case one press release covering the seven (7) day period that covers all operations will suffice. When using the OTS press release template provided by SafeTREC, grantee should forward press releases, media advisories, alerts, and other press materials to SafeTREC concurrently with distribution to the media. If any other press release format or copy is used, grantee should submit the press release to the OTS Public Information Officer at [pio@ots.ca.gov](mailto:pio@ots.ca.gov) for his review. Optimum lead-time would be 10 – 20 days prior to the operation. The approved press release should also be sent to the SafeTREC. For post-operational media communications that report the results of checkpoints, grantee does not need to have the release approved by OTS.
10. Use OTS's tagline, "Report Drunk Drivers. Call 911" on all news releases and checkpoint publication materials.
11. Conduct roll call training. Roll call training costs are not reimbursable.
12. To better identify and apprehend drug-impaired drivers in addition to alcohol-impaired drivers, it is highly recommended that all personnel assigned to staff the greeting lane of the checkpoint be Drug Recognition Experts (DRE's) and/or Advanced Roadside Impaired Driving Enforcement (ARIDE) trained sworn officers. At the very minimum, all officers contacting drivers in the greeting lane should be NHTSA Standardized Field Sobriety Test (SFST) trained and certified.
13. Begin the checkpoint no earlier than 1800 hours and if possible and practicable, operate the checkpoint until 0300 hours.
14. Conduct the last checkpoint no later than September 30, 2013.

**Phase III: Post Operational Data Reporting** (at the end of each mobilization period and each applicable calendar quarter)

15. Submit post-operational data on-line for checkpoints conducted during the Winter Holiday and Labor Day mobilizations. Submit data by the SafeTREC deadlines.
16. Submit post-operational data on-line for checkpoints conducted outside the mobilization periods. Submit the data by the end of the applicable quarter. If multiple checkpoints are conducted during the quarter, summarize(total) the checkpoint statistics.
17. Issue to the media a post-operational news release reporting the results of the checkpoint. Any drug-impaired driving arrests (23152(a)) and other drug arrests (possession, transportation, for sale) made as the result of the checkpoint operation should be incorporated into the post-operational media release.

**Phase IV: Claim Submission** (at the end of the applicable calendar quarter)

18. Compile actual overtime and checkpoint supply costs incurred for operating the grant-funded checkpoints.
19. Download the claim form from the SafeTREC web site at:  
[http://www.safetrec.berkeley.edu/checkpointgrants/2012\\_2013checkpoint.html](http://www.safetrec.berkeley.edu/checkpointgrants/2012_2013checkpoint.html)
20. Complete the claim form for the applicable quarter in accordance with Schedule B – Detailed Budget Estimate and Schedule B-1 – Budget Narrative.
21. Mail the claim forms for the quarter, with the required supporting documentation (specified in Schedule B-1) to the SafeTREC following the end of the applicable calendar quarter.

**Schedule B - Detailed Budget Estimate  
Sobriety Checkpoint Grant Program for 2012-2013**

The **Turlock, City of** will conduct a total of **8** sobriety checkpoints in **Turlock** as described in Table B below.

Table B

	Number of Checkpoints	Cost Per Checkpoint	Total Cost
Winter Holiday Mobilization, December 14, 2012 – January 01, 2013 (should be a minimum of one checkpoint)	2	\$4,300.00	\$8,600.00
Labor Day Holiday Mobilization, August 16, 2013 – September 02, 2013 (should be a minimum of one checkpoint)	2	\$4,300.00	\$8,600.00
Number of checkpoints outside the mobilization periods	4	\$4,300.00	\$17,200.00
<b>Total Number of Checkpoints</b>	<b>8</b>	<b>Maximum Reimbursable Amount for Checkpoints</b>	<b>\$34,400.00</b>

The cost per checkpoint includes overtime benefits. Only actual benefits accrued from overtime hours will be covered (e.g., retirement, medical/dental/vision insurance, uniform allowances will not be covered). Allowable benefits include: Social Security (OASDI), Workers Compensation, Medicare, State-run disability, and unemployment insurance.

<b>Maximum Reimbursable Amount for Checkpoint Supplies</b>	<b>\$0.00</b>
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Only OTS-approved supplies will be reimbursed. The prices of supplies will be reimbursed in accordance with policies established by the OTS.

<b>Grant Total Amount</b> (Maximum Reimbursable Amount for Checkpoints + Maximum Reimbursable Amount for Checkpoint Supplies)	<b>\$34,400.00</b>
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**Schedule B-1 - Budget Narrative**  
**Sobriety Checkpoint Grant Program for 2012-2013**

Turlock, City of will be reimbursed for overtime personnel costs and checkpoint supplies to conduct the checkpoints.

Overtime reimbursement will reflect actual costs (overtime hourly rate and overtime benefit rates) of the personnel conducting the appropriate operation(s) up to the amount of the approved cost per check point and the grant total stated in Schedule B- Detailed Budget Estimate. Only actual benefits accrued from overtime hours will be covered (e.g., retirement, medical/dental/vision insurance, uniform allowances will not be covered). Allowable benefits include: Social Security (OASDI), Workers Compensation, Medicare, State-run disability, and unemployment insurance.

Budgeted grant activities will be conducted by personnel on an overtime basis. The grant covers only the costs of police department personnel. Grants do not cover contractual services (with the exception of contract cities). Grant-funded operations may be conducted by personnel such as an officer, sergeant, corporal, deputy, community service officer, dispatcher clerical/administrative, etc. depending on the titles used by the agency. Personnel will be deployed as needed to accomplish the grant goals and objectives. Administrative/clerical personnel are allowable only if they worked on the checkpoint operation, e.g., to process the larger than normal volume of citations, towing records, and arrest/incident reports. These reports must be a result of the operation and required to be processed quickly for distribution to the courts and the District Attorney's Office, or to meet statutory time limits. Clerical overtime incurred before the checkpoint or more than one business day after the last day of the checkpoint is not allowable. Costs for preparing claims are not reimbursable.

OTS-approved checkpoint supplies (cones, signage, vests, PAS devices/supplies and lighting equipment) are reimbursable provided that the total cost of supplies, including tax and shipping, does not exceed the awarded amount specified in Schedule B. The prices of supplies will be reimbursed at unit costs not to exceed OTS-established unit costs. Other direct costs are not reimbursable, except for OTS-approved checkpoint supplies.

Indirect costs are not reimbursable.

Reimbursements are contingent upon the following (exceptions must be approved by the SafeTREC):

- i. The applicable post-operational data have been submitted using the SafeTREC's on-line reporting system.
- ii. The claim form is correctly filled out, using the SafeTREC Excel-based form.
- iii. The claim amounts do not exceed the limits set forth in *Schedule B -Detailed Budget Estimate*.
- iv. The information in the overtime slips and the ledger report are consistent and fully support the claim.
- v. A ledger report(s) supporting the claim amount is attached to the claim. Only source documents are accepted to support the claim amount. Explanatory documentation such as spreadsheets may be submitted to provide additional information but cannot be accepted in lieu of a ledger report(s).
- vi. *Contract cities only:* A contract city must also provide the sheriff's department's invoice to the contract city for the checkpoint overtime costs described in the contract city's claim. The invoice (or an attachment to the invoice) must contain the contract rates that are the basis for the sheriff's department's invoiced amount. The contract city must provide a ledger report showing payment of the invoice amount. If a sheriff's department or police department is administering the grant for a contract city, then that administering agency must provide the ledger report only.
- vii. An invoice(s) for the amount of checkpoint supplies is attached to the claim. The invoice must contain a sufficient description of the purchased item(s), quantity, and unit cost.
- viii. The claim is signed by the Authorizing Official (Box B of the grant cover page) or Individuals Authorized to Sign Claims (Box D) as designated in the grant cover page.
- ix. Changes in the Authorizing Official For the Applicant Agency or the designation of any other additional individual(s) to sign claims are documented in accordance with SafeTREC documentation requirements.
- x. The final claim is submitted no later than October 31, 2013.

**Schedule C - Terms and Conditions  
Sobriety Checkpoint Grant Program for 2012-2013**

**A. INDEMNIFICATION**

Applicant Agency agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, the Regents of the University of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Applicant Agency in the performance of this contract.

**B. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the State of California.

**C. NON-ASSIGNABILITY**

The obligations of the applicant agency under this Contract are not assignable to any third party.

**D. USE OF UNIVERSITY NAME/TRADEMARKS**

Applicant Agency shall not use the name of the University of California, or any abbreviation thereof, or any name of which "University of California" is a part, or any trademarks of the University, in any commercial context, such as may appear on products, in media (including web sites) and print advertisements in cases when such use may imply an endorsement or sponsorship of the Applicant Agency, its products, or services. All uses of the University's name and trademarks, therefore, must first receive prior written consent of The Regents of the University of California through the Office of Marketing & Business Outreach. This policy is in compliance with the State of California Education Code Section 92000.

**E. TERMINATION**

Each party has the right to suspend, terminate or abandon the execution of any work by the Applicant Agency without cause at any time upon giving prior written notice. In the event that this contract is suspended, terminated, or abandoned, the Regents of the University of California shall pay the Applicant Agency for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Schedules B and B-1, provided that the maximum amount payable to the Applicant Agency for its services shall not exceed the Grant Total Amount on Schedule B for services provided hereunder prior to the effective date of suspension, termination, or abandonment.

**F. STATE OF CALIFORNIA TERMS, CONDITIONS, AND CERTIFICATIONS**

Applicant Agency agrees to abide by the General Terms, Conditions, and Certifications contained in OTS Grant Program Manual, Chapter 8, Exhibit D, Federal Certifications and Assurances.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
ACCEPTANCE OF AN ALLOCATION OF }  
FUNDS, EXECUTION OF A GRANT }  
AGREEMENT AND THE COMMITMENTS }  
NECESSARY TO ADMINISTER THE }  
"DUI/DRIVER'S LICENSE CHECKPOINT" }  
MINI-GRANT THROUGH THE CALIFORNIA }  
OFFICE OF TRAFFIC SAFETY (OTS), IN }  
AN AMOUNT NOT TO EXCEED \$34,400, }  
AND APPROPRIATING REVENUES AND }  
RELATED EXPENDITURES IN FUND 266 }  
"POLICE GRANTS" FOR FISCAL }  
YEAR 2012-13 }

RESOLUTION NO. 2012--

**WHEREAS**, the City Council authorizes the necessary commitments to administer the "DUI/Driver's License Checkpoint" grant through the California Office of Traffic Safety (OTS) and UC Berkeley; and

**WHEREAS**, this grant provides funding to conduct eight (8) checkpoints in the City of Turlock; and

**WHEREAS**, this grant reimburses overtime pay and benefits for employees involved in said checkpoints.

**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 DUI/Driver's License mini-grant in an amount not to exceed \$34,400;
2. Authorize the execution of the necessary Grant Agreements; and,
3. Appropriate the grant funds 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 11<sup>th</sup> day of December, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

December 11, 2012

55

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the acceptance of an allocation of funds and execution of an equitable sharing agreement through the United States Department of Justice, in an amount not to exceed \$5,000, and appropriating revenues and related expenditures in Fund 201 "Asset Forfeiture" for Fiscal Year 2012-13

### 2. DISCUSSION OF ISSUE:

In November 2012, the Stanislaus Drug Enforcement Agency (SDEA) notified the Turlock Police Department that a surplus in federal asset forfeiture funds existed in the SDEA federal asset forfeiture account. The SDEA governing board directed that the surplus be distributed to law enforcement agencies within Stanislaus County as determined by the SDEA governing board. The amount to be distributed to the Turlock Police Department is \$5,000.

The federal asset forfeiture funds may only be used to further the law enforcement purpose of the Turlock Police Department. Federal asset forfeiture funds may supplement, not supplant, law enforcement expenditures.

Prior to Turlock Police receiving the federal asset forfeiture revenue, the Department must execute an agreement and be in compliance with the United States Department of Justice Equitable Sharing Program.

This program requires annual registration and annual reporting requirements regarding funds received and funds expended within a given fiscal year. The program also requires revenues and expenditure be separate and distinct from any other funds including the state asset forfeiture funds.

### 3. BASIS FOR RECOMMENDATION:

Execution of agreements must be approved by the Turlock City Council.

**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:** City of Turlock accounting staff will establish an account within Fund 201 to track revenues and expenditures associated with the federal asset forfeiture monies. Staff anticipates an increase in both revenues and expenditures of \$5,000 during FY 2012-2013.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

None.

**7. ALTERNATIVES:**

Council could decline this allocation of surplus funds.



# Equitable Sharing Agreement and Certification



OMB Number 1123-0011  
Expires 9-30-2014

- Police Department**  
  **Sheriff's Office**  
  **Task Force (Complete Table A)**  
 **Prosecutor's Office**  
  **National Guard Counterdrug Unit**  
  **Other**

\* Please fill each required field. Hover mouse over any fillable field for pop-up instructions. \*

**Agency Name:** Turlock Police Department

**NCIC/ORI/Tracking Number:**

C	A	0	5	0	0	7	0	0
---	---	---	---	---	---	---	---	---

**Mailing Address:** 900 N Palm Street

**City:** Turlock

**State:** CA

**Zip:** 95380

**Finance Contact:** First: Marie

Last: Lorenzi

Phone: (209) 668-5542

E-mail: mlorenzi@turlock.ca.us

**Preparer:** First: Steven

Last: Williams

Same as Finance Contact

Phone: (209) 664-7304

E-mail: swilliams@turlock.ca.us

**Independent Public Accountant:**

E-mail: Carmen.Wilson@marcumllp.com

**Last FY End Date:** 06/30/2012

**Agency Current FY Budget:**

\$17,495,354.00

- New Participant:** Read the Equitable Sharing Agreement and sign the Affidavit.  
 **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.  
 **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement, and sign the Affidavit.

## Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)		
2	Federal Sharing Funds Received		
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (To populate, complete Table B)		
4	Other Income		
5	Interest Income Accrued <span style="float: right;">Non-Interest Bearing <input type="radio"/> Interest Bearing <input type="radio"/></span>		
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$0.00	\$0.00
7	Federal Sharing Funds Spent (total of lines a - m below)	\$0.00	\$0.00
8	Ending Balance (difference between line 7 and line 6)	\$0.00	\$0.00

<sup>1</sup> Justice Agencies are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA.

<sup>2</sup> Treasury Agencies are: IRS, ICE, CBP, TTB, USSS, and USCG.

OK for Agenda  
*[Signature]*

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Total spent on salaries under permitted salary exceptions		
b	Total spent on overtime		
c	Total spent on informants, "buy money", and rewards		
d	Total spent on travel and training		
e	Total spent on communications and computers		
f	Total spent on weapons and protective gear		
g	Total spent on electronic surveillance equipment		
h	Total spent on buildings and improvements		
i	Total transfers to other participating state and local law enforcement agencies (To populate, complete Table C)		
j	Total spent on other law enforcement expenses (To populate, complete Table D)		
k	Total Expenditures in Support of Community-Based Programs (To populate, complete Table E)		
l	Total Windfall Transfers (To populate, complete Table F)		
m	Total spent on matching grants (To populate, complete Table G)		
n	<b>Total</b>	\$0.00	\$0.00
o	Did your agency receive non-cash assets? <input type="radio"/> Yes <input type="radio"/> No If yes, complete Table H.		

Please fill out the following tables, if applicable.

**Table A: Members of Task Force**

Agency Name	NCIC/ORI/Tracking Number								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; height: 20px;"></td> <td style="width: 15%;"></td> </tr> </table>								

**Table B: Equitable Sharing Funds Received from other Agencies**

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 450px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr></table>										

**Table C: Equitable Sharing Funds Transferred to Other Agencies**

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds								
Agency Name: <input style="width: 450px;" type="text"/>										
NCIC/ORI/Tracking Number: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 15px; height: 15px;"></td><td style="width: 15px; height: 15px;"></td></tr></table>										

**Table D: Other Law Enforcement Expenses**

Description of Expense	Justice Funds	Treasury Funds

**Table E: Expenditures in Support of Community-Based Programs**

Recipient	Justice Funds	

**Table F: Windfall Transfers**

Recipient	Justice Funds	Treasury Funds

**Table G: Matching Grants**

Matching Grant Name	Justice Funds	Treasury Funds

**Table H: Other Non-Cash Assets Received**

Source	Description of Asset
Justice <input type="radio"/>	
Treasury <input type="radio"/>	

**Table I: Civil Rights Cases**

Name of Case	Type of Discrimination Alleged			
		<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
<input type="checkbox"/> Disability		<input type="checkbox"/> Age	<input type="checkbox"/> Other	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, 1400 New York Avenue, N.W., Washington, DC 20005.

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal Equitable Sharing Program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

**1. Submission.** This Document must be submitted to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov) within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature submitted by fax. This will constitute submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the person who allocates funds or approves the budget for the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

**3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal Equitable Sharing Program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing for State and Local Law Enforcement (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

**4. Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of the Treasury, depending on the source of the funds, that the receiving agency is a current and compliant Equitable Sharing Program participant.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal equitable sharing account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public funds as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*, including the requirement in the *Justice Guide* to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice or Treasury Guides*, depending on the source of the funds/property.

**6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

## Affidavit - New Participant

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**       Yes     No

**If you answered yes to the above question, complete Table I**

### Agency Head

Signature: \_\_\_\_\_  
 Name: Robert A. Jackson  
 Title: Chief of Police  
 Date: \_\_\_\_\_  
 E-mail: rjackson@turlock.ca.us

### Governing Body Head

Signature: \_\_\_\_\_  
 Name: Roy W. Wasden  
 Title: City Manager  
 Date: \_\_\_\_\_  
 E-mail: rwasden@turlock.ca.us

### Subscribe to Equitable Sharing Wire:

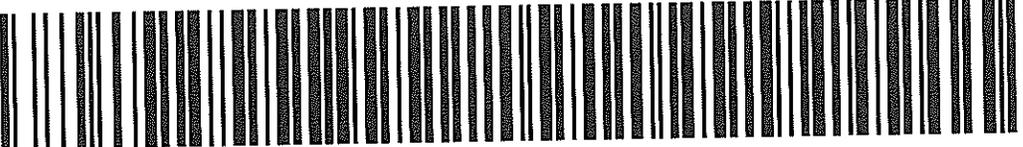
The Equitable Sharing Wire is an electronic newsletter that gives you important, substantive, information regarding Equitable Sharing policies, practices, and procedures.

<u>swilliams@turlock.ca.us</u>
<u>mlorenzi@turlock.ca.us</u>

### Final Instructions:

- Step 1: Click to save for your records
- Step 2: Click to save in XML format

- Step 3: E-mail the XML file to [aca.submit@usdoj.gov](mailto:aca.submit@usdoj.gov)
- Step 4: Fax THIS SIGNED PAGE ONLY to (202) 616-1344

FOR AGENCY USE ONLY Entered by _____  Entered on _____ <input checked="" type="radio"/> FY End: 06/30/2012 <input type="radio"/> NCIC: CA0500700 <input type="radio"/> State: CA	 Date Printed: November 07, 2012 16:07 Agency: Turlock Police Department Finance Contact: Marie Lorenzi	Phone: (209) 668-5542 E-mail: <a href="mailto:mlorenzi@turlock.ca.us">mlorenzi@turlock.ca.us</a>
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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
ACCEPTANCE OF AN ALLOCATION OF }  
FUNDS AND EXECUTION OF AN }  
EQUITABLE SHARING AGREEMENT }  
THROUGH THE UNITED STATES }  
DEPARTMENT OF JUSTICE, IN AN }  
AMOUNT NOT TO EXCEED \$5,000, AND }  
APPROPRIATING REVENUES AND }  
RELATED EXPENDITURES IN FUND 201 }  
"ASSET FORFEITURE" FOR FISCAL }  
YEAR 2012-13 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the Stanislaus Drug Enforcement Agency (SDEA) notified the Turlock Police Department that a surplus in federal asset forfeiture funds exists in the SDEA federal asset forfeiture account; and

**WHEREAS**, the SDEA governing board determined that Turlock Police will receive \$5,000 of the surplus funds if the Department participates in the United States Department of Justice Equitable Sharing Program; and

**WHEREAS**, participating in the Equitable Sharing Program requires execution of an agreement between the Turlock Police Department and the United States Department of Justice; and

**WHEREAS**, execution of an agreement requires City Council authorization.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the acceptance of an allocation of funds and execution of an equitable sharing agreement through the United States Department of Justice in an amount not to exceed \$5,000 and appropriating revenues and related expenditure in Fund 201 "Asset Forfeiture" for FY 2012-13.

**BE IT FURTHER RESOLVED**, that the City Council of the City of Turlock does hereby authorize the Chief of Police and the City Manager of the City of Turlock to sign all documents required to execute the agreement on behalf of the City of Turlock.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 11<sup>th</sup> day of December, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

December 11, 2012

5K

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the filling of one (1) vacant Emergency Services Dispatcher within the Support Operations Division of the Police Department through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed

### 2. DISCUSSION OF ISSUE:

Recently, an Emergency Services Dispatcher assigned to the Support Operations Division of the Police Department submitted a letter of resignation. The resignation was effective November 15, 2012.

This classification is responsible for dispatch duties to include call taking from internal and external customers, log and maintain all activity from field units in the computer aided dispatching system, screen calls to determine and dispatch appropriate personnel and equipment based on policy and procedure. The position of Emergency Services Dispatcher is assigned to the Turlock Associated Police Officers for labor relations purposes and is subject to overtime assignments.

Recruitment will be conducted in-house and will be open to existing full-time, part-time and volunteer staff. The in-house recruitment process will be conducted one time and open to all. However, the interview process will be segmented as follows:

1. Conduct interviews of full time staff. If no full time candidate is selected from the interview process; then
2. Conduct interviews of part time staff. If no part time candidate is selected from the interview process; then
3. Conduct interviews of volunteer staff. If no volunteer candidate is selected from the interview process; then
4. Conduct a new recruitment through a formal process including outside candidates.

The complete job description is included as Exhibit A.

**3. BASIS FOR RECOMMENDATION:**

A. City Council approval is needed to fill vacant full-time positions.

**Strategic Plan Initiative:** A. EFFECTIVE LEADERSHIP

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

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact**

Funding for this position is currently allocated in the FY12/13 budget.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Council can direct staff not to fill the vacant, funded position.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }  
FILLING OF ONE (1) VACANT EMERGENCY }  
SERVICES DISPATCHER WITHIN THE }  
SUPPORT OPERATIONS DIVISION OF THE }  
POLICE DEPARTMENT THROUGH AN }  
IN-HOUSE RECRUITMENT OF FULL-TIME, }  
PART-TIME AND VOLUNTEER/INTERN }  
STAFF, AND OUTSIDE RECRUITMENT IF }  
NEEDED }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

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

**WHEREAS**, there exists a vacancy within the Support Operations Division of the Turlock Police Department for the position of Emergency Services Dispatcher;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the filling of one (1) vacant Emergency Services Dispatcher within the Support Operations Division of the Police Department through an in-house recruitment of full-time, part-time and volunteer/intern staff, and outside recruitment if needed. However, the interview process will be segmented as follows:

1. Conduct interviews of full time staff. If no full time candidate is selected from the interview process; then
2. Conduct interviews of part time staff. If no part time candidate is selected from the interview process; then
3. Conduct interviews of volunteer staff. If no volunteer candidate is selected from the interview process; then
4. Conduct a new recruitment through a formal process including outside candidates.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 11<sup>th</sup> day of December 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

## Employment Job Descriptions

### EMERGENCY SERVICES DISPATCHER I / II

#### DEFINITION

Under general supervision to perform dispatching duties to include call taking from internal and external customers; to log and maintain all activity from field units in the computer aided dispatch system; to screen calls to determine priority and dispatch the appropriate equipment based on policy and procedure. Incumbent will make accurate entries and inquires into the nation wide computer.

Dispatchers work rotating shifts (including day shift, swing shift, cover shift and night shift), weekends and holidays and are subject to callback and overtime assignments. This position is assigned to the T.A.P.O. bargaining unit for labor relation purposes.

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

- Respond to and screen incoming telephone calls on 9-1-1 and miscellaneous phone lines in Communications
- Dispatch appropriate equipment on calls received for police and fire
- Operate the computer aided dispatch system keeping track of all related events and times
- Supply information to the public as needed
- Operate the touch screen 800 MHz city wide radio system
- Patch radio channels on multi agency/department involved incidents
- Inquire and input data into the California Department of Justice CLETS System
- Maintain confidentiality of information obtained
- Compile DVD reports for court on calls for service as subpoenaed
- Testify in court on calls received and handled while on duty
- Perform a variety of related clerical work in the 9-1-1 center
- Process criminal warrants for service
- Abstract and maintain records on warrants served

#### EMERGENCY SERVICES DISPATCHER I

#### MINIMUM QUALIFICATIONS

##### Knowledge of:

- Location of major streets, public places and landmarks in the City limits
- Telephone techniques
- Police and Fire emergency procedures
- Operation of 800 MHz radio system – patch – multi select- unit identification

##### Ability to:

- Type 35 words per minute net corrected
- Think clearly and quickly in emergency situations
- Ability to multi task
- Compile information and maintain reports in CAD
- Follow oral and written directions
- Operate the Department of Justice CLETS system
- Establish and maintain cooperative relationships with those contacted during the course of work

#### EXPERIENCE AND EDUCATION

##### Education:

Equivalent to the completion of the twelfth grade.

Successful completion of the Department of Justice CLETS required workbook (employees not currently employed by the City of Turlock must meet this requirement within six months from date of appointment)

##### Experience:

Twelve months experience as a dispatcher for a police or fire agency

**Certificate:**

Typing Certificate with a typing speed of 45 words per minute net corrected

**DESIRABLE QUALIFICATIONS**

**Certificates:**

P.O.S.T. Basic Dispatcher Certificate

**EMERGENCY SERVICES DISPATCHER II**

**MINIMUM QUALIFICATIONS**

**Knowledge of:**

- Location of major streets, public places and landmarks in the City limits
- Telephone techniques
- Police and Fire emergency procedures
- Operation of 800 MHz radio system – patch – multi select- unit identification

**Ability to:**

- Type 45 words per minute net corrected
- Think clearly and quickly in emergency situations
- Ability to multi task
- Compile information and maintain reports in CAD
- Follow oral and written directions
- Operate the Department of Justice CLETS system
- Establish and maintain cooperative relationships with those contacted during the course of work

**EXPERIENCE AND EDUCATION**

**Education:**

Equivalent to the completion of the twelfth grade supplemented by additional college course work in a related field.

Successful completion of the Department of Justice CLETS required workbook (employees not currently employed by the City of Turlock must meet this requirement within six months from date of appointment)

**Experience:**

Eighteen months as a Dispatcher I with the City of Turlock or thirty-six months of law enforcement or fire dispatching experience.

**Certificates:**

P.O.S.T. Basic Dispatcher Certificate

Typing Certificate with a typing speed of 45 words per minute net corrected

**PHYSICAL REQUIREMENTS**

Maintain the following physical abilities: See well enough to view computer screen and look up codes in required manuals; read maps and fine print; hear well enough on the telephone with a headset to assist the public with emergency and non-emergency situations; use hands and fingers for touch screens, answering phones, computer keyboard, and writing; and ability to use a foot transmitter for verbal communication to field units when hands are busy typing



**Council  
Synopsis**

December 11, 2012

5L

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Resolution: Adopting the 2013 City Council Meeting Schedule

**2. DISCUSSION OF ISSUE:**

The attached resolution sets the dates for the 2013 City Council meetings in conformance with the Turlock Municipal Code. Turlock Municipal Code Section 2-1-02 states that regular meetings of the Council shall, unless cancelled by motion passed by a majority of members present, be held on the second and fourth Tuesdays of each month at the hour of 7:00 p.m., unless such meeting date shall coincide with Christmas Eve (December 24) or Christmas Day (December 25) in which event the regular meeting shall be held on the third Tuesday of December. In 2013, the fourth Tuesday in December falls on Christmas Eve, which would then dictate the regular meeting be held on Tuesday, December 17, 2013. However, Council has traditionally canceled the second regular meeting (fourth Tuesday) in December. The attached 2013 City Council Meeting Schedule reflects this past practice and includes only one meeting in December, to be held on the second Tuesday, December 10, 2013.

**3. BASIS FOR RECOMMENDATION:**

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

**Strategic Plan Initiative:**

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

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** The adoption of this calendar will not impact the adopted budget.

**5. CITY MANAGER'S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Council may wish to consider scheduling meetings on every 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of 2013 (including December 17<sup>th</sup>) as set forth in the Turlock Municipal Code. This option would still allow the Council to cancel the meetings as the dates draw nearer and does not preclude the Council from setting special meetings as necessary.
- B. Council may wish to amend the proposed schedule to include specific dates for workshops (i.e. goal setting, commission forums, budget workshops, community meetings, etc.). Adopting the meeting schedule as submitted does not preclude the Council from setting additional special meetings as the need arises.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE 2013 }  
CITY COUNCIL MEETING SCHEDULE }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

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

**WHEREAS**, Exhibit A sets the meeting dates for 2013 in accordance with the requirements of the Turlock Municipal Code.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Turlock does hereby adopt the 2013 City Council Meeting Schedule as set forth in Exhibit A.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 11<sup>th</sup> day of December, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

## EXHIBIT A

### 2013 CITY OF TURLOCK CITY COUNCIL MEETINGS

JANUARY 8 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
JANUARY 22 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
FEBRUARY 12 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
FEBRUARY 26 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
MARCH 12 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
MARCH 26 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
APRIL 9 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
APRIL 23 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
MAY 14 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
MAY 28 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
JUNE 11 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
JUNE 25 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
JULY 9 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
JULY 23 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
AUGUST 13 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
AUGUST 27 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
SEPTEMBER 10 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
SEPTEMBER 24 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
OCTOBER 8 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
OCTOBER 22 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
NOVEMBER 12 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
NOVEMBER 26 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
DECEMBER 10 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
<u>2014</u>		
JANUARY 14 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)
JANUARY 28 .....	7:00 p.m.	(also Regular meeting for the Successor Agency/PFA)

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



CLAIM FORM  
(Please type or print)

RECEIVED 5M  
NOV 26 2012

CITY ATTORNEY

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: PAMELA BILLS

SS#: [REDACTED] DOB: 17 NOV. 1958 Gender: Male  Female

Claimant's address: 1860 FOXWOOD DRIVE, TRACY, CA 95376

Claimant's Telephone Number(s): 209.835.0811

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

Date of incident/accident: 15 OCTOBER 2012

Date injuries, damages, or losses were discovered: 15 OCTOBER 2012

Location of incident/accident: 580-WEST - NEAR GRANT LINE ROAD

What did entity or employee do to cause this loss, damage, or injury? EMPLOYEE WAS DRIVING VEHICLE THAT REAR-ENDED MY CAR ON 580-WEST NEAR GRANT LINE  
(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)?  
CRISTINA MAGANA

What specific injuries, damages, or losses did claimant receive? THIS CLAIM IS FOR PROPERTY DAMAGE ONLY-  
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: 1,318.19

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

Date Signed: 11-19-12 Signature: Pamela Bills

If signed by representative:  
Print Representative's Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Address \_\_\_\_\_  
Relationship to Claimant \_\_\_\_\_

### Cooks Collision of Tracy

For people who care  
 2830 Auto Plaza Drive #110, Tracy, CA 95304  
 Phone: (209) 835-2900  
 FAX: (209) 835-7912

Workfile ID: 17352417  
 Federal ID: 94 - 3344759  
 State EPA: CAL000296760  
 BAR: AG240679

### Preliminary Estimate

**Customer: Bill, Pamela**

**Job Number:**

Written By: Carlos Solorzano

Insured: Bill, Pamela  
 Type of Loss:  
 Point of Impact: 06 Rear

Policy #:  
 Date of Loss:

Claim #:  
 Days to Repair: 3

**Owner:**  
 Bill, Pamela  
 1860 Foxwood drive  
 tracy, CA 95376  
 (209) 835-0811 Evening

**Inspection Location:**  
 Cooks Collision of Tracy  
 2830 Auto Plaza Drive #110  
 Tracy, CA 95304  
 Repair Facility  
 (209) 835-2900 Business

**Insurance Company:**  
 EXPLORER INSURANCE CO.

### VEHICLE

Year: 2010	Body Style: 3D H/B	VIN: WMWMM3C55ATP93985	Mileage In: 30004
Make: MINI	Engine: 4-1.6L-T	License: 6PIE446	Mileage Out:
Model: COOPER S CLUBMAN	Production Date: 9/2009	State: CA	Vehicle Out:
Color: red Int:	Condition:	Job #:	

**TRANSMISSION**  
 6 Speed Transmision  
 Overdrive  
**POWER**  
 Power Steering  
 Power Brakes  
 Power Windows  
 Power Locks  
 Power Mirrors  
 Power Trunk/Tailgate  
**DECOR**  
 Dual Mirrors

Privacy Glass  
 Console/Storage  
**CONVENIENCE**  
 Air Conditioning  
 Rear Defogger  
 Tilt Wheel  
 Cruise Control  
 Telescopic Wheel  
 Intermittent Wipers  
 Keyless Entry  
 Rear Window Wiper  
 Steering Wheel Controls

On Board Computer  
**RADIO**  
 AM Radio  
 FM Radio  
 Stereo  
 Search/Seek  
 CD Player  
 Auxiliary Audio Connection  
**SAFETY**  
 Anti-Lock Brakes (4)  
 Driver Air Bag  
 Passenger Air Bag

Head/Curtain Air Bags  
 Front Side Impact Air Bags  
 4 Wheel Disc Brakes  
**WHEELS**  
 Spoke Aluminum Wheels  
**PAINT**  
 Clear Coat Paint  
**OTHER**  
 Traction Control  
 Stability Control  
 Fog Lamps  
 Xenon Headlamps

Preliminary Estimate

Customer: Bill, Pamela

Job Number:

Vehicle: 2010 MINI COOPER S CLUBMAN 3D H/B 4-1.6L-T red

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>REAR BUMPER</b>					
2		O/H rear bumper				2.0	
3	Repl	Bumper cover	51122757493	1	371.72	Incl.	2.4
4		Add for Clear Coat					1.0
5	Repl	Upper cover	51122757491	1	159.83	Incl.	1.2
6		Add for Clear Coat					0.2
7	R&I	Spoiler w/o reverse sensor				Incl.	
8	R&I	License bracket				Incl.	
9	R&I	LT Grille black				Incl.	
10	R&I	RT Grille black				Incl.	
11		<b>QUARTER PANEL</b>					
12	*	R&I <del>RT Wheel oppg mldg-to remove rear bumper</del>				0.3	
13	*	R&I <del>LT Wheel oppg mldg-to remove rear bumper</del>				0.3	
14	#	Flex-rear bumper		1	7.50		
15	#	Subl Hazardous waste removal		1	5.00 X		
16	#	Tint Color		1		0.5	
<b>SUBTOTALS</b>					<b>544.05</b>	<b>3.1</b>	<b>4.8</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			539.05
Body Labor	3.1 hrs @	\$ 70.00 /hr	217.00
Paint Labor	4.8 hrs @	\$ 70.00 /hr	336.00
Paint Supplies	4.8 hrs @	\$ 34.00 /hr	163.20
Miscellaneous			5.00
Subtotal			1,260.25
Sales Tax	\$ 702.25 @	8.2500 %	57.94
<b>Grand Total</b>			<b>1,318.19</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>1,318.19</b>

## Preliminary Estimate

Customer: Bill, Pamela

Job Number:

Vehicle: 2010 MINI COOPER S CLUBMAN 3D H/B 4-1.6L-T red

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

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**Customer: Bill, Pamela****Job Number:**

Vehicle: 2010 MINI COOPER S CLUBMAN 3D H/B 4-1.6L-T red

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide ERE1971, CCC Data Date 10/17/2012, 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 refinishing 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. Blend=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.



## Council Synopsis

5N  
December 11, 2012

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

Prepared by: Nathan Bray, PE  
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving the exchange agreement with Richard Mello et al., for City Project No. 11-41, "Sewer Lift Stations on West Main/Clinton and West Main/Tegner"

### 2. DISCUSSION OF ISSUE:

There is the need for an additional sanitary sewer lift station and an upgrade to an existing sanitary sewer pump station as the City has started the development in the Turlock Regional Industrial Park. Both of these projects are identified in the Westside Industrial Specific Plan. The newly installed sanitary sewer line on West Main Street from Clinton Road to Washington Road and on Washington Road from West Main Street to Fulkerth Road (serving Blue Diamond) is inoperable until a lift station is installed.

With the anticipated development of Blue Diamond and future sanitary users, City Staff has designed two lift stations. The lift station located near the corner of Tegner Road and West Main Street is an existing undersized lift station that requires a sanitary sewer easement from the adjacent property owner for expansion purposes. Staff has worked with the owner and has come to an agreement for the exchange of the easement for compensation. The total compensation for the sewer and construction easement is \$21,525.

The approval of the exchange agreement is one of the steps necessary to construct the facilities required bringing the sanitary sewer online for the users in the Turlock Regional Industrial Park.

By separate action, Council has awarded a contract to Sierra Mountain Construction for the construction of a sewer lift station at the site of the easement for purchase. This easement is necessary for the construction of the sewer lift station and ultimately the development of the Turlock Regional Industrial Park.

**3. BASIS FOR RECOMMENDATION:**

- a) City Policy states that all agreements which legally encumber the City are to be brought before the City Council for consideration.
- b) The exchange agreement will ensure that the necessary easements can be secured to construct and maintain the sanitary sewer project to the City's specifications and safety standards.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

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

**4. FISCAL IMPACT / BUDGET AMENDMENT:**

**Fiscal Impact:** Sufficient funds are available in the current budget in line item 410-51-534.51124, "Sewer Lift Stations on West Main/Clinton and West Main/Tegner", for the purchasing of easements for \$21,525 to construct the sanitary sewer lift station.

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

**5. CITY MANAGER'S COMMENTS:**

Recommend approval

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- a) Not approve the exchange agreement. This is not recommended by City Staff as the exchange agreement is needed to make the existing sanitary sewer lines available to users in the Turlock Regional Industrial Park.



**EXCHANGE AGREEMENT**

**THIS AGREEMENT** is entered into this 13<sup>th</sup> day of November, 2012 by and between the **CITY OF TURLOCK** (hereinafter "City") and Richard Mello and the other undersigned Owners (hereinafter "Owners").

**WHEREAS**, City desires to acquire a Sanitary Sewer Easement and a Temporary Construction Easement on the real property owned by the Owners located at 3012 West Main Street, APN: 044-005-001 more particularly shown on Exhibit A attached (hereinafter the "Easements"); and

**WHEREAS**, Owners are willing to convey the Easements to City on the terms set forth in the easement forms attached as EXHIBIT B and EXHIBIT C in exchange for the delivery of the compensation hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- Owners will deliver fully executed Easements to City in the forms of Exhibit B and Exhibit C attached upon delivery to Owners by City of a City check in the amount of \$21,525.00 as payment in full for the Easements.
- City will cause to be recorded a Notice of Completion of the Sanitary Sewer Lift Station Project (the "NOC") in the form attached hereto as EXHIBIT C within thirty (30) days following completion of the said lift station (project. no 11-41)
- The City will record the Easements and the NOC, at City's expense.
- Each party shall execute any documents necessary to accomplish the purposes of this Agreement.

**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

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

Date: \_\_\_\_\_

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

ATTEST:

By: \_\_\_\_\_  
Kellie E. Weaver, City Clerk

**Owners.**

By: \_\_\_\_\_  
Richard Mello

By: \_\_\_\_\_  
Judith Mello

By: \_\_\_\_\_  
Jim Platt

By: \_\_\_\_\_  
Claudia Platt

By: \_\_\_\_\_  
John Doidge

Date: \_\_\_\_\_

2700 West Main  
Turlock, California 95380

**RECORDING INFORMATION:**

Recorded at request of:

When recorded, return to:

**CITY OF TURLOCK**

**CITY CLERK**

**156 S BROADWAY STE 230**

**TURLOCK, CA 95380-5454**

**ESCROW NO. N/A**

**DOCUMENTARY TRANSFER TAX: -0- / Government Entity**

**Address: 3012 West Main Street**

**APN: 044-005-001**

**CP# 11-41**

**GRANT OF EASEMENT**  
**for sanitary sewer purposes**

Richard Mello, Judith Mello, John Doidge, Gary Platt and Claudia Platt ("Grantor") hereby grant(s) to the City of Turlock, a Municipal Corporation, ("Grantee") an easement (the "Easement") for sanitary sewer purposes, including but not limited to, the construction, reconstruction, operation, maintenance, repair, replacement of all sanitary sewer service fixtures, equipment, connections and appurtenances (the "SS Improvements") on, over and in the real property (the "Property") situate in the County of Stanislaus, State of California, more particularly described in EXHIBIT A attached and shown on the map attached as EXHIBIT B.

Grantee shall, at Grantee's sole cost and expense, obtain and keep in force and effect commercial general liability insurance, or equivalent as the Grantee is a self-insured public entity, against liability for bodily injury, personal injury, death, and damage to property occurring on the Property with combined single limit coverage of at least One Million Dollars (\$1,000,000.00) per occurrence and general aggregate combined single limit of bodily injury and property damage liability of at least Two Million Dollars (\$2,000,000.00). Grantee shall name Grantors as additional insureds under said policy of insurance and will provide certificates of insurance evidencing said insurance upon execution of this Easement Agreement by Grantor.

Grantee hereby agrees to indemnify, defend and hold harmless Grantor, and each of them, and their respective employees and agents from and against any and all liabilities, penalties, losses, lawsuits, damages, legal fees, costs, expenses, causes of action, claims, liens, or judgments arising by reason of Grantee's use of the Easement, including but not limited to any and all activity related to construction of the Improvements.

Grantee hereby agrees, at Grantees sole cost and expense, to keep the Property free of all liens relating in any way to construction of the Improvements, and shall take all actions necessary to remove all mechanics liens and/or judgment liens which may be recorded against the Property, including but not limited to the payment of all contractors for labors and materials furnished or alleged to have been furnished in connection with the improvements.

All use, operation, maintenance and repairs of the SS Improvements and every other use conducted on the Property shall conform to all applicable governmental laws and regulations.

If any legal action or proceeding arising out of or relating to this Easement Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

This Easement Agreement constitutes the entire agreement between Grantor and Grantee relating to the

Easement and any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement Agreement are of no force and effect. Any amendment to this Easement Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

This Easement Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, these presents have executed this instrument on the \_\_\_\_ day of \_\_\_\_\_, 2012.

Grantors:

\_\_\_\_\_  
Richard Mello

\_\_\_\_\_  
Gary Platt

\_\_\_\_\_  
Judith Mello

\_\_\_\_\_  
Claudia Platt

\_\_\_\_\_  
John Doidge

Grantors' Acknowledgements Are Attached

### CERTIFICATE OF ACCEPTANCE and RECORDATION CONSENT

This is to certify that the interest in real property conveyed by this Grant of Easement dated this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, from the **above signatories** to the City of Turlock, a Municipal Corporation, is hereby accepted by the undersigned officer on behalf of the City of Turlock, pursuant to authority conferred by Resolution No. 2012-025 of the City Council of the City of Turlock, adopted on February 28, 2012, and the grantee consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Kellie E. Weaver, City Clerk

\_\_\_\_\_  
Date

City of Turlock, County of Stanislaus  
State of California

Mail future tax statements to the City of Turlock, 156 S. Broadway, Suite 110, Turlock CA 95380

EXHIBIT A

*SANITARY SEWER EASEMENT*

DESCRIPTION

A portion of the northwest quarter of Section 21, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

COMMENCING at the northwest corner of said northwest quarter of Section 21; thence South  $0^{\circ}15'11''$  West along the west line of said northwest quarter of Section 21, a distance of 30.00 feet; thence South  $89^{\circ}59'43''$  East 30.00 feet; thence continuing South  $89^{\circ}59'43''$  East along a line parallel with and 30.00 feet south of the north line of said northwest quarter of Section 21, a distance of 25.00 feet to the Point of Beginning; thence South  $0^{\circ}15'11''$  West along a line parallel with and 55.00 feet east of said west line of the northwest quarter of Section 21, a distance of 70.00 feet; thence North  $89^{\circ}59'43''$  West along a line parallel with and 100.00 feet south of said north line of the northwest quarter of Section 21, a distance of 25.00 feet; thence South  $0^{\circ}15'11''$  West along a line parallel with and 30.00 feet east of said west line of the northwest quarter of Section 21, a distance of 20.00 feet; thence South  $89^{\circ}59'43''$  East along a line parallel with and 120.00 feet south of said north line of the northwest quarter of Section 21, a distance of 50.00 feet; thence North  $0^{\circ}15'11''$  East along a line parallel with and 80.00 feet east of said west line of the northwest quarter of Section 21, a distance of 90.00 feet; thence North  $89^{\circ}59'43''$  West along said line parallel with and 30.00 feet south of the north line of the northwest quarter of Section 21, a distance of 25.00 feet to the point of beginning.

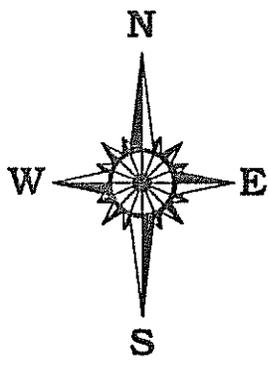
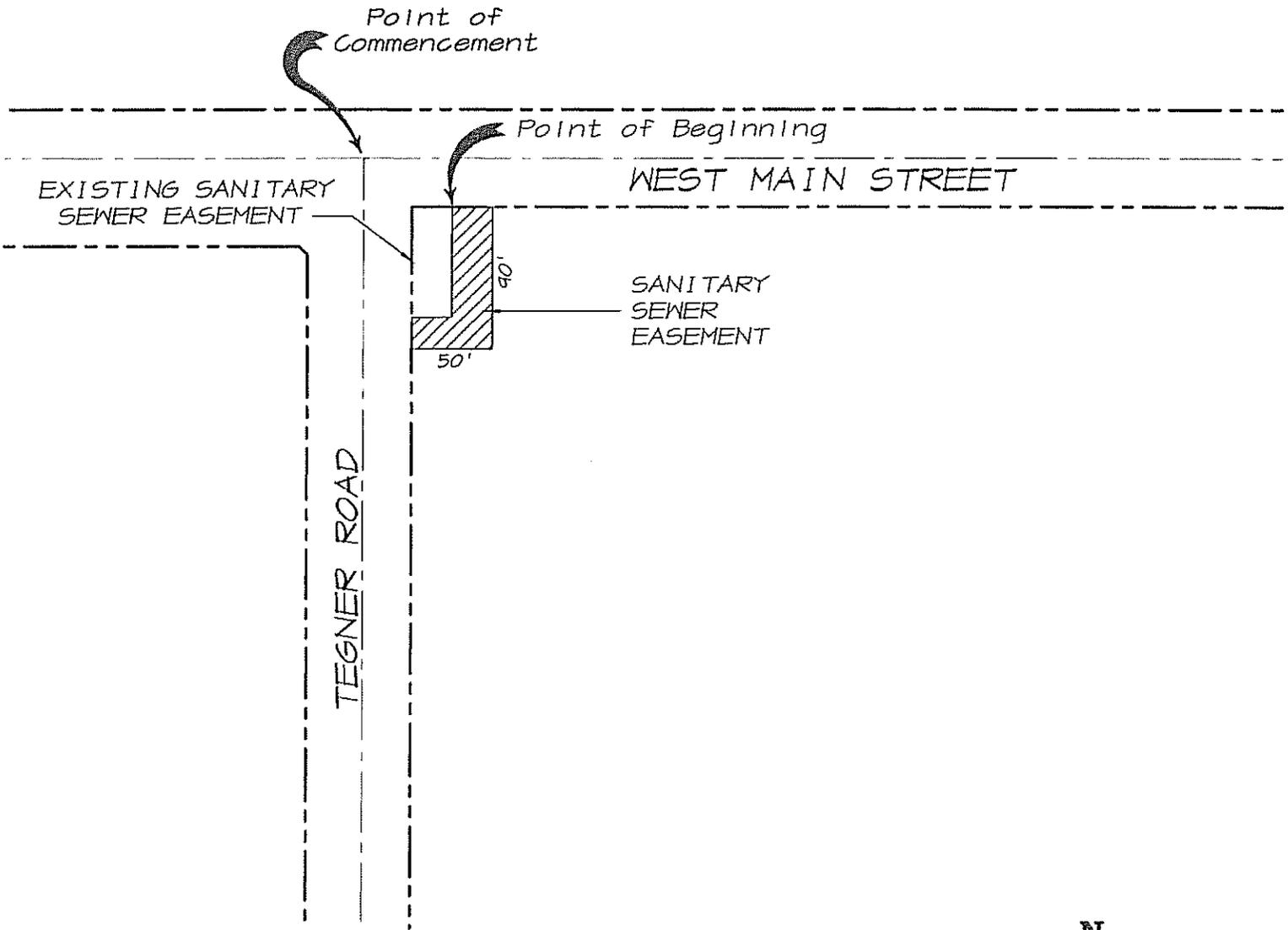


*RKF*

10-16-12

# EXHIBIT B

## Sanitary Sewer Easement



RECORDING INFORMATION:

Recorded at request of:

CITY OF TURLOCK

When recorded, return to:

CITY OF TURLOCK

*CITY CLERK*

156 S BROADWAY STE 230

TURLOCK, CA 95380-5454

ESCROW NO. N/A

DOCUMENTARY TRANSFER TAX: *-0- / Government Entity*

Address: 3012 West Main Street

APN: 044-005-001

CP# 11-41

GRANT OF EASEMENT

*for temporary construction purposes*

Richard Mello, Judith Mello, John Doidge, Gary Platt and Claudia Platt ("Grantor") hereby grant(s) to the City of Turlock, a Municipal Corporation, ("Grantee") an easement (the "Temporary Construction Easement") for temporary construction purposes, including, but not limited to the construction, reconstruction, maintenance, alteration, inspection, repair, replacement and use of all fixtures, equipment, connections and appurtenances (the "Improvements") on, over and in the real property (the "Property") situate in the County of Stanislaus, State of California, more particularly described in EXHIBIT A attached and shown on the map attached as EXHIBIT B.

Neither Grantee, nor any of its agents, representatives or employees, shall have the right to store any equipment or materials on the Property except during the period of time between the commencement of construction of the Improvements and completion of construction of the Improvements; and equipment and/or materials stored on the Property shall be limited to the equipment and materials used in construction of the Improvements on the Property.

The Temporary Construction Easement shall automatically terminate without notice to Grantor or Grantee on December 31, 2013, or recordation of "NOTICE OF COMPLETION CITY PROJECT 11-41 PUMP STATION AT TEGNER ROAD AND WEST MAIN" (the "NOC") in the form attached hereto as EXHIBIT C, whichever occurs earlier.

Grantee shall, at Grantee's sole cost and expense, obtain and keep in force during the term of this Temporary Construction Easement, commercial general liability insurance, or equivalent as Grantee is a self-insured public entity, including property damage, against liability for bodily injury, personal injury, death, and damage to property occurring on

the Property with combined single limit coverage of at least One Million Dollars (\$1,000,000.00) per occurrence and general aggregate combined single limit of bodily injury and property damage liability of at least Two Million Dollars (\$2,000,000.00). Grantee shall name Grantors as additional insureds under said policy of insurance and will provide certificates of insurance evidencing said insurance upon execution of this Easement Agreement by Grantor.

Grantee hereby agrees to indemnify, defend and hold harmless Grantor, and each of them, and their respective employees and agents from and against any and all liabilities, penalties, losses, lawsuits, damages, legal fees, costs, expenses, causes of action, claims, liens, or judgments arising by reason of Grantee's use of the Temporary Construction Easement, including but not limited to any and all activity related to construction of the Improvements.

Grantee hereby agrees, at Grantees sole cost and expense, to keep the Property free of all liens relating in any way to construction of the Improvements, and shall take all actions necessary to remove all mechanics' liens and/or judgment liens which may be recorded against the Property, including but not limited to the payment of all contractors for labors and materials furnished or alleged to have been furnished in connection with the improvements.

Prior to recordation of the NOC, Grantee shall, at Grantee's sole cost and expense, restore all areas of the Property that are altered in any manner while Grantee and/or Grantee's agents, employees, representatives, contractors, and/or subcontractors, and their respective employees and agents are on the Property, to the state in which they existed prior to the beginning of construction.

All repairs, improvements, construction, restoration, and every other use conducted on the Property during the term of this Easement Agreement shall conform to plans approved in writing by the City of Turlock and all applicable governmental laws and regulations, including but not limited to planning documents and building permits.

If any legal action or proceeding arising out of or relating to this Easement Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

This Easement Agreement constitutes the entire agreement between Grantor and Grantee relating to the Temporary Construction Easement and any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement Agreement are of no force and effect. Any amendment to this Easement Agreement shall be of no force and effect unless it is in writing and signed by Grantor and Grantee.

This Easement Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

IN WITNESS WHEREOF, these presents have executed this instrument on the \_\_\_\_ day of \_\_\_\_\_ , 2012.

**Grantors:**

\_\_\_\_\_  
Richard Mello

\_\_\_\_\_  
Gary Platt

\_\_\_\_\_  
Judith Mello

\_\_\_\_\_  
Claudia Platt

\_\_\_\_\_  
John Doidge

**Grantors' Acknowledgements Are Attached**

**CERTIFICATE OF ACCEPTANCE and RECORDATION CONSENT**

This is to certify that the interest in real property conveyed by this Grant of Easement dated this \_\_\_\_day of \_\_\_\_\_, 2\_\_\_\_\_, from the *above signatories* to the City of Turlock, a Municipal Corporation, is hereby accepted by the undersigned officer on behalf of the City of Turlock, pursuant to authority conferred by Resolution No. 2012-025 of the City Council of the City of Turlock, adopted on February 28, 2012, and the grantee consents to recordation thereof by its duly authorized officer.

\_\_\_\_\_  
Kellie E. Weaver, City Clerk

\_\_\_\_\_  
Date

City of Turlock, County of Stanislaus  
State of California

**Mail future tax statements to the City of Turlock, 156 S. Broadway, Suite 110, Turlock CA 95380**

EXHIBIT A

**TEMPORARY CONSTRUCTION EASEMENT**

DESCRIPTION

A portion of the northwest quarter of Section 21, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

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*RKF*

10 - 10 - 12

# EXHIBIT B

## Temporary Construction Easement

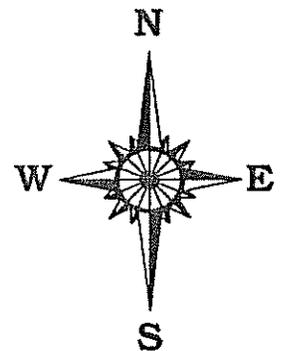
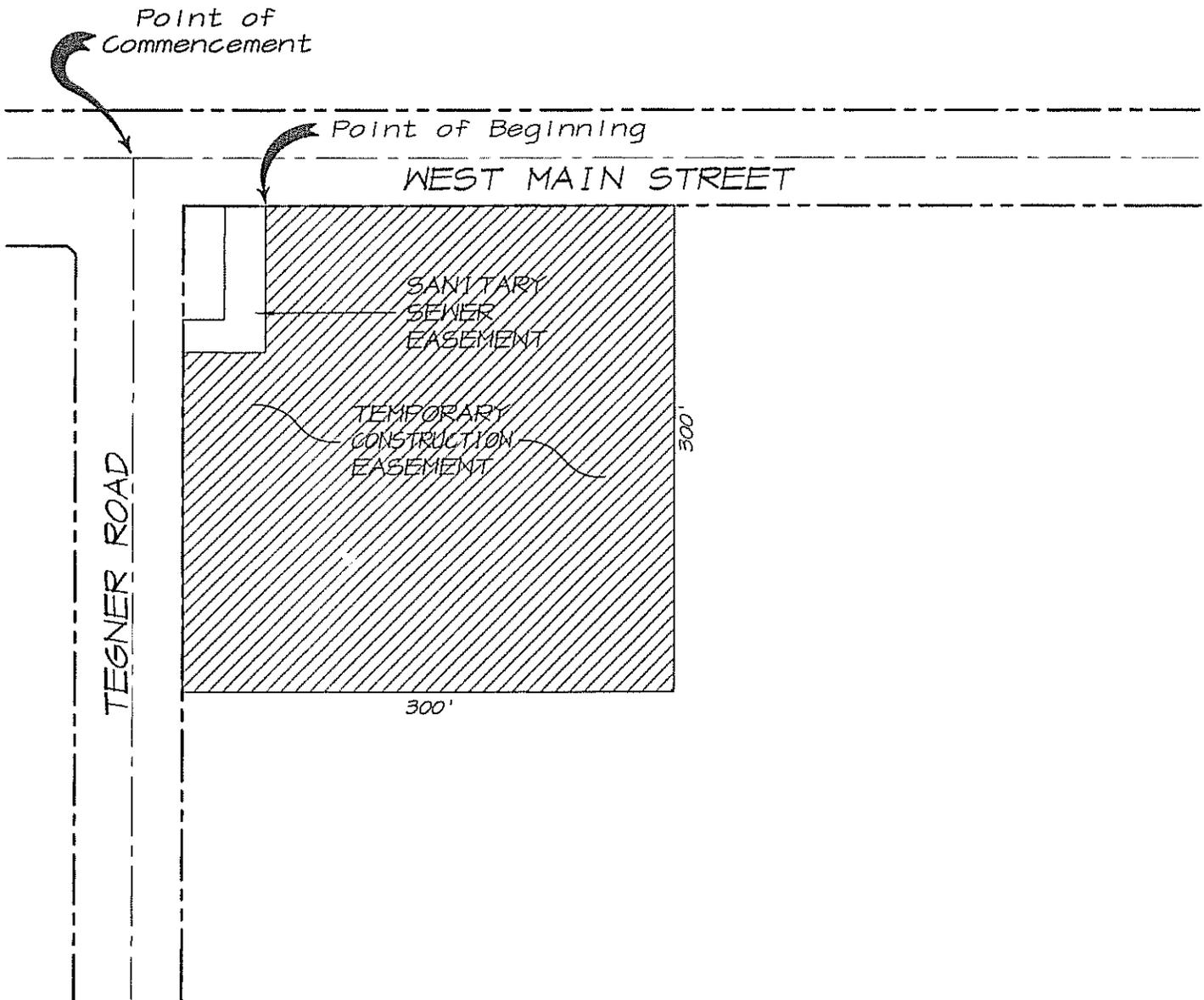


EXHIBIT C

NOTICE OF COMPLETION FORM

[To Be Added]