

City Council Agenda



FEBRUARY 26, 2013

7:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

Council Members
Amy Bublak **Steven Nascimento**
Forrest White **William DeHart, Jr.**
Vice Mayor

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

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

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

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

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

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

1. **A. CALL TO ORDER**
B. SALUTE TO THE FLAG
2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**
 - A. *Proclamation:* Retirement of Del Olson, Technical Services Supervisor
 - B. *Proclamation:* Go Green Week, February 25, 2013 – March 1, 2013
 - C. *Appointments:* CDBG Committee (Community Members)
 - D. *Appointments:* CDBG Committee (Council Representative)
3. **A. SPECIAL BRIEFINGS:** None
B. STAFF UPDATES:
 1. Quarterly Off-site Council Meetings (*Wasden*)

C. PUBLIC PARTICIPATION

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

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

- A. Resolution: Accepting Demands of 1/24/13 in the amount of \$1,285,791.76; Demands of 1/31/13 in the amount of 740,081.21; Demands of 2/7/13 \$1,134,896.84
- B. Motion: Accepting Minutes of Special Meeting of February 12, 2013; Accepting Minutes of Regular Meeting of February 12, 2013
- C. Motion: Approving Amendment No. 1 to the agreement with Carollo Engineers of Walnut Creek, California, for an additional ten (10) months of specialized engineering services with no change in the original costs
- D.
 1. Motion: Approving Amendment No. 3 for an additional one (1) year extension of the Special Services Contract No. 10-824 for Economic and Planning Systems, Inc., to provide professional economic and planning services for City Project No. 10-54, "Morgan Ranch Master Plan," in an amount not to exceed \$30,000 (Fund 305)
 2. Motion: Approving Amendment No. 3 for an additional one (1) year extension of the attached Special Services Contract No. 10-825 for Omni Means, Ltd., to provide professional transportation and traffic design services for City Project No. 10-54, "Morgan Ranch Master Plan," in an amount not to exceed \$37,850 (Fund 305)
 3. Resolution: Appropriating \$9,520 to account number 305-40-444.47086 "Morgan Ranch Master Plan" to be funded through a transfer from Fund 305 "Capital Facility Fees Contingency Reserve" to fund the increased costs associated with the additional work performed by Omni Means, Ltd., on City Project No. 10-54, "Morgan Ranch Master Plan"
- E.
 1. Motion: Awarding bid and approving an agreement in the amount of \$884,488 with Granite Construction Company of Watsonville, California, for City Project No.11-34, "Fulkerth Road Rehabilitation"
 2. Resolution: Appropriating \$192,800 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 11-34, "Fulkerth Road Rehabilitation," to complete the necessary funding required for the project
- F. Motion: Accepting improvements for City Project No. 12-52, "Fire Station No. 4 Roof Replacement," and authorizing the City Engineer to file a Notice of Completion
- G. Motion: Awarding bid and approving an agreement in the amount of \$27,079 (Fund 410) with Champion Industrial Contractors, Modesto, California, for City Project No. 12-61, "HVAC Replacements at Turlock Regional Water Quality Control Facility"

-
- H. Motion: Approving Amendment No. 3 to an Agreement with Neil O. Anderson and Associates, Inc., of Lodi, California, for special services for City Project No. 0804B, "Turlock Public Safety Facility," in an amount not to exceed \$34,978 (Fund 305), bringing the contract total to \$356,153
 - I. Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$22,703.36 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,155,558.36
 - J. Resolution: Appropriating \$28,620 to account number 217-50-511.43270 "Pavement Management Program Update" from Fund 217 (2103) Reserve to fund the survey of local city streets as part of the Regional Pavement Management Program Update for FY 2012/13, as administered by StanCOG
 - K. Resolution: Authorizing the submittal of an application to the California State Department of Housing and Community Development for grant funding under the CalHome program; execution of a standard agreement if selected for such funding and any amendments thereto; and the execution of any related documents necessary to participate in the CalHome program
 - L. Resolution: Appropriating \$7,500 to account number 502-40-410.47252 "NWTSP Fee Program Update" from Fund 230 "Transportation Reserve" and \$7,500 to account number 502-40-410.47253 "WISP Fee Program Update" from Fund 308 "Transportation Reserve" to fund the Fee Nexus Study updates to the Northwest Triangle and Westside Industrial Specific Plans
 - M. Motion: Approving an agreement with Carollo Engineers of Walnut Creek to provide professional engineering services for the testing of chloramination disinfection at the Regional Water Quality Control Facility (RWQCF) in the amount of Seventy-Nine thousand Nine hundred and Eight dollars and no/100ths (\$79,908.00)
 - N. Motion: Rejecting Claim for Damages filed by Ramanjit Kaur Atwal
 - O. Motion: Rejecting Claim for Damages filed by Angad Atwal
 - P. Motion: Rejecting Claim for Damages filed by Surhdez Kaur Atwal
 - Q. Motion: Rejecting Claim for Damages filed by Vernon R. Amaya

6. FINAL READINGS

- A. **Recommended Action:**
Ordinance: Amending Turlock Municipal Code Title 2, Chapter 1, Article 02, to change the hour regular City Council meetings are held as introduced at the February 12, 2013 meeting.
- B. **Recommended Action:**
Ordinance: Approving amendments to Turlock Municipal Code Title 4, Chapter 3, Article 4, entitled "Fireworks" as introduced at the February 12, 2013 meeting.

7. PUBLIC HEARINGS

- A. Request to Amend Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 03 regarding Payment of Collection Charges. (*Martin*)

Recommended Action:

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 03 regarding Payment of Collection Charges

8. SCHEDULED MATTERS

- A. Request to authorize the creation of an Assistant to the City Manager for Economic Development/Community Housing job classification. (*Pitcock*)

Recommended Action:

Resolution: Authorizing the creation of an Assistant to the City Manager for Economic Development/Community Housing job classification

- B. Request to amend the City of Turlock Fiscal Year 2012-2013 General and Non-General Fund budgets. (*Reid*)

Recommended Action:

Resolution: Amending the City of Turlock Fiscal Year 2012-2013 General and Non-General Fund Budgets

- C. Request to approve a Loan Agreement between the City of Turlock and Stanislaus County Affordable Housing Corporation (STANCO) in the total amount of \$270,025.25 for the acquisition and closing costs associated with a four-plex located at 1060 Alpha, Turlock, California, more particularly described as APN No. 043-029-024, as depicted in Attachment A. (*Pitt*)

Recommended Action:

Motion: Approving a Loan Agreement between the City of Turlock and Stanislaus County Affordable Housing Corporation (STANCO) in the total amount of \$270,025.25 for the acquisition and closing costs associated with a four-plex located at 1060 Alpha, Turlock, California, more particularly described as APN No. 043-029-024, as depicted in Attachment A

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

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

11. CLOSED SESSION

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

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

12. ADJOURNMENT

IN HONOR OF
THE RETIREMENT OF
DEL OLSON

JULY 1, 1986 – FEBRUARY 28, 2013

WHEREAS, Technical Services Supervisor, Del Olson has been employed by the City of Turlock since July 1, 1986; and

WHEREAS, Del Olson has loyally served the City and its citizens for over Twenty-Six (26) years; and

WHEREAS, Del Olson has been instrumental in acquiring, maintaining and managing the City's Supervisory Control And Data Acquisition system equipment; his attention to detail has been instrumental in maintaining equipment that operates continuously; and

WHEREAS, Del Olson has worked cooperatively and diligently in assisting other City Departments in completing special projects and assignments that required his unique skills and knowledge; and

WHEREAS, Del Olson has consistently performed to the best of his ability during his tenure with the City of Turlock; and

WHEREAS, Del Olson will retire from his position as a Technical Services Supervisor effective February 28, 2013; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Del Olson for his meritorious service, and dedication to the City of Turlock.

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

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City Of Turlock to be affixed this 26th day of February, 2013.

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

2B

**IN HONOR OF
GO GREEN WEEK**

February 25, 2013 - March 1, 2013

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

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

WHEREAS, Go Green Week will help produce the next generation of engaged citizens, committed to preserving natural resources and enhancing the quality of life in Turlock.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim February 25, 2013 - March 1, 2013 as "**GO GREEN WEEK**" in the City of Turlock and urge all students, residents, educators, and businesses in Turlock to participate in local educational and celebratory activities.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 26th day of February, 2013.

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

20

CDBG GRANT SELECTION COMMITTEE

Term Expiration:

December 31, 2013

6 applicants: (Select 6)

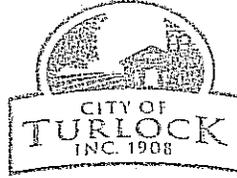
Abe Rojas
Ashour Badal
Ann Strahm
Tamara Sniezek
Bob Endsley
Mary Jackson

The CDBG Grant Selection Committee screens applications from community groups seeking CDBG grant funds and selects which applicants will receive funding each year. The Committee will fund approximately \$90,000 in grants this year.

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JAN 23 2013

Office of the
City Clerk



The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is February 6, 2013 at 5:00 p.m.

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: CDBG Grant Selection Committee

CDBG Grant Selection Committee: If you are appointed by Council to the committee, they will meet all day on March 27, 2013 for the grant selection process.

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

Name: ABE ROJAS

Address: _____ Zip Code: _____

Telephone: Home: 209 _____ Work: 209 _____

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

How long have you lived in Turlock? 7.2 YEARS

Are you, or are you related to, a current City employee? YES If yes, please indicate the person's name and relationship, if not yourself. RAYMOND GARCIA, SON-IN-LAW

Occupation: RETIRED

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): ATTENDED TURLOCK H.S. &

GRADUATED; ATTENDED MODESTO JR. COLLEGE, CALIF., PUNYA, & CALIF. STATE UNIV.

Employment Highlights: CITY OF TURLOCK PARKS & RECREATION DIRECTOR.

DEVELOPMENT OF PEDRETTI PARK, AND OTHER NEIGHBORHOOD PARKS.

INITIATED NEW RECREATION PROGRAMS AND ACTIVITIES.

Prior Public Service, if any: SEE ATTACHED

Present and past community activities and organizations: _____

SEE ATTACHED

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? MY LONGUITY AS AN ADMINISTRATOR, PAST HIGH SCHOOL TRUSTEE,

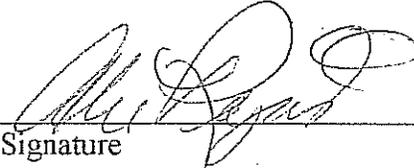
AND CURRENT TRUSTEE, YOSEMITE COMMUNITY COLLEGE DISTRICT,

COMMUNITY ADVOCATE FOR YOUTH AND ADULTS.

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



Signature

1/19/13

Date

CURRENT AND ADDITIONAL PAST VOLUNTEER EXPERIENCE: ABE ROJAS

1996 & CURRENT ELECTED TRUSTEE TO THE YOSEMITE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:

1. Represented the TJUHS & YCCD Board as member of the Stanislaus County School Board Association Advisory Committee. Chair 88 & 89
2. Represent the Board as a member of the Valley Insurance Agency Joint Power Agency for District Excess Insurance Coverage.
3. Advisory Committee on Legislation for the California Community College League of Cities. Chair '03
4. Currently Served As Chair of the YCCD Board
5. Certificate of Recognition MJC American With Disabilities
6. City of Turlock and Hughson RDA Oversight Committees

Member of the Turlock Salvation Army Advisory Board. Served 3 Terms As Chair. Steering Committee and Day Chair for Higher Education, Leadership Turlock, Turlock Chamber of Commerce

For Ten Years Sponsored Scholarships at Turlock High School for Mexican-American Students.

Member Ad-Hoc Selection Committee City of Turlock Community Development Block Grants for Charitable and Non-Profit Organization (HUD)

Volunteer Judge Stanislaus County Office of Education Occupational Olympics

Past Member CSUS Athletic Fund Raising Scholarship Committee

Helped Organize Original THS Advisory Committee on Drug Abuse Awareness

Volunteer City of Turlock Play Park Development

Announcer for Pitman H.S. home football games

Volunteer Coach Modesto Christian School Slam & Jam Basketball Program

Announced Turlock H.S. home games for 30 plus years

Past Member Turlock Chamber of Commerce

Member Hispanic Boarder Leadership Institute

Member Hispanic Leadership Committee, Turlock Branch

CPR & First Aid Certificate of Completion

Member of Amateur Softball Association

Member of National Softball Association

Member Northern California Officials Association for High School Athletic Officials

Past Member Sons In Retirement

Member American Legion & Knight of Columbus

Volunteer Sober Grad Night for Pitman and Turlock High Schools

Past Recognition & Honored Contributor THS Annual Student Election Committee

Distinguished Service As A Member of the Career Presenter Team 5-20-96, Stanislaus County Office of Education

Member Stanislaus County Senior Softball Association & Northern California Senior Softball Association

***** My legacy is the coordination and development of Pedretti Softball & Baseball Sports Complex from 1977 to 1982 with volunteer committee, monetary donations,

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JAN 30 2012



CITY OF TURLOCK

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is February 6, 2013 at 5:00 p.m.

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

CITY CLERK

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)

Parks, Recreation & Community Commission

Planning Commission

Development Collaborative Advisory Committee

Stanislaus County Airport Advisory Committee

Stanislaus County Local Task Force on Solid Waste

Turlock Mosquito Abatement District Board of Trustees

Other: CDBG Grant Selection Committee

CDBG Grant Selection Committee: If you are appointed by Council to the committee, they will meet all day on March 27, 2013 for the grant selection process.

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

Name: ASHOUR BADAL

Address: _____ Zip Code: 1

Telephone: Home: 209- Work: 209-

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

How long have you lived in Turlock? 27

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

Occupation: Associate Dean, California state University, Stanislaus

Business Address: _____ Zip Code: _____

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

Employment Highlights: Currently serve as Associate Dean for the University. Prior to this I was a Business Faculty and Director of the Executive MBA Program at the University

Prior Public Service, if any: Served on the past year's CDBG Grant selecti. Committee. Currently I also serve as a board member for Turlock Chamber of Commerce

Present and past community activities and organizations: Served on the selection committee for our current Chief of Police.

For more details of my activities please see the attached CV.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Having lived in Turlock for most of my life and having been very active in community organizations and development. My strategic skills, listening skills, building relationships and assessment of community needs.

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



Signature

1/23/13

Date

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is February 6, 2012 at 5:00 p.m.



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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:

- | | |
|---|--|
| <input type="checkbox"/> Arts Commission
<i>(please include a one page statement of interest and a letter of recommendation)</i> | <input type="checkbox"/> Stanislaus County Airport Advisory Committee |
| <input type="checkbox"/> Parks, Recreation & Community Commission | <input type="checkbox"/> Stanislaus County Local Task Force on Solid Waste |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Turlock Mosquito Abatement District Board of Trustees |
| <input type="checkbox"/> Development Collaborative Advisory Committee | <input checked="" type="checkbox"/> Other: CDBG Grant Selection Committee |

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

Name: Ann Strahm

Address: _____ Zip Code: _____

Telephone: Home: 209 _____ Work: 209 _____

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

How long have you lived in Turlock? 5 years

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

Occupation: Assistant Professor of Sociology

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): 2007 Ph.D. in Sociology

Employment Highlights: Prior to my employment at CSU, Stanislaus, I was completing my education so the majority of my more recent employment history has been that of an educator. Before returning to college as a non-traditional student I worked as an assistant director at a large music company in the Los Angeles area. Please see my attached resume for additional information.

Prior Public Service, if any: From 1991-2001 I was the Chair of the Lane County (Oregon) Health and Human Services Community Advisory Committee, a committee tasked with allocating federal/state/county funds to homeless and poverty advocate organizations and shelters. I was also a member of the Prostitution Task Force for the City of Eugene (Oregon) in 200, a committee charged with trying to find ways to both reduce prostitution and find assistance for those attempting to find other forms of employment outside of prostitution. For 10 years (1998-2007) I was the volunteer host of a weekly community radio program, "LeftOut!", on KWVA 88.1 FM in Eugene, Oregon. Most recently I served on the CDBG Public Services Grant committee for the 2010-2011 grant year.

Present and past community activities and organizations: Currently I am a member of the Legacy of Hope Volunteer Committee, and am a member of the Turlock City Arts Commission. I have also served the faculty advisor for A Day of Hope. Please see my attached resume for additional information.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I have experience in allocating grant money to local, non-profit organizations who serve the needs of the poor and homeless populations - the CAAC I chaired had a biennial budget of \$10,000,000.00 from federal, state, and local grants. I am also a sociologist with specializations in

politics and economics – I have presented my research on the topic of the housing market collapse and concomitant economic crisis at national and regional scholarly conferences. I just completed revising a book on marriage and family – including the effects of the economic crisis on families. My life experiences and my education make me uniquely qualified to understand the conditions faced by the poor and homeless population as well as the broad macro conditions contributing to those issues. On an interpersonal level I am a very good listener, a very critical thinker, and, having been homeless for a very short time in my youth, have a great deal of compassion towards those who find themselves in their unfortunate circumstances.

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



Signature

10 January 2013

Date

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FEB - 5 2013

Office of the
City Clerk

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is February 6, 2013 at 5:00 p.m.



156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5546 | 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: CDBG Grant Selection Committee

CDBG Grant Selection Committee: If you are appointed by Council to the committee, they will meet all day on March 27, 2013 for the grant selection process.

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

Name: Tamara Sniezek

Address: _____, Turlock Zip Code: _____

Telephone: Home: (209) _____ Work: (209) _____

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

How long have you lived in Turlock? 30 years

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

Occupation: Professor, CSU Stanislaus Dept. of Sociology

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): Ph.D. in Sociology
from U.C.L.A.

Employment Highlights: Promoted to Associate Professor and
awarded tenure. Received the College of
Humanities and Social Science Teaching and Community
Service award.

Prior Public Service, if any: _____
Served on CDBG Grant Selection Committee in
2012.

Present and past community activities and organizations: I volunteer at 3
Walnut Elementary, Girl Scouts, V.S.F.,
We Care and Salvation Army.

What are your most important qualifications for the commission¹(s) or committees(s) that you indicated above? I have experience serving on CDBG
committee. I have experience writing and evaluation
grants (academic grants). I am fair minded
and professional.

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


Signature

2/5/13
Date

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FEB - 6 2013

Office of the City Clerk



The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is February 6, 2013 at 5:00 p.m.

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

CITIZENS DESIRING TO SERVE THEIR CITY

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(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: CDBG Grant Selection Committee

CDBG Grant Selection Committee: If you are appointed by Council to the committee, they will meet all day on March 27, 2013 for the grant selection process.

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

Name: Bob Endsley (William R. Endsley)

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 41 years

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

Occupation: Real Estate Broker

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): CSUS, BA degree

Employment Highlights: ?

Prior Public Service, if any: None

Present and past community activities and organizations: CASA, Latino Community Roundtable, Salvation Army fundraising, Community Continuum College, CSUS Promise Scholarship Advisory Board

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

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

William R. Arundel
Signature

6 Feb 13
Date



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FEB 6 2012

CITY OF TURLOCK
CITY CLERK

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:

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(please include a one page statement of interest and a letter of recommendation)

_____ Stanislaus County Airport Advisory Committee

_____ Community Services Commission

_____ Stanislaus County Local Task Force on Solid Waste

_____ Planning Commission

_____ Turlock Mosquito Abatement District Board of Trustees

_____ Development Collaborative Advisory Committee

Other CDBG Committee

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

Name: MAM JACKSON

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? 15 years

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

Occupation: Freelance Media Consultant

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): BA University of Missouri,
graduate school - Victoria Univ. (New Zealand)

Employment Highlights: TV Reporter (12 yrs) Teacher (6 yrs.)
Ag (2 yrs.)

Prior Public Service, if any: Arts Comm 2006-2008, City Council 2008-2012
Skam COG 2008-2012

Present and past community activities and organizations: Turlock Certified Farmers
Market, Carnegie Building Comm., Salvation Army Board

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I am active in my community, knowledgeable about
the various programs and am a strong supporter of the
programs/organizations CDBG funds assist to provide ^{much} needed
services in our community!

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

Please return to:

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

Mary Jackson
Signature

2/5/13
Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 1/24/13 IN THE AMOUNT OF }
\$1,285,791.76; DEMANDS OF 1/31/13 IN THE }
AMOUNT OF 740,081.21; DEMANDS OF }
2/7/13 IN THE AMOUNT OF \$1,134,896.84 }
_____}

RESOLUTION NO. 2013-

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

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

Demands of:	In the Amount of:
1/24/13	\$1,285,791.76
1/31/13	\$740,081.21
2/7/13	\$1,134,896.84

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, 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: 1/19/2013 - To Payment Date: 1/24/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
91670	01/22/2013	Open		Cash Amount	Utility Management Refund	ALVERNAZ INVESTMENTS LLC	\$68.88		
	Paying Fund			420.11000 (Cash)					
	420 - WATER							\$68.88	
91671	01/22/2013	Open		Cash Amount	Utility Management Refund	BENCHMARK PROPERTY MANAGEMENT	\$38.35		
	Paying Fund			420.11000 (Cash)					
	420 - WATER							\$38.35	
91672	01/22/2013	Open		Cash Amount	Utility Management Refund	GALLOWAY, SHERYL	\$50.00		
	Paying Fund			420.11000 (Cash)					
	420 - WATER							\$50.00	
91673	01/22/2013	Open		Cash Amount	Utility Management Refund	REED, JUSTIN, M	\$119.47		
	Paying Fund			420.11000 (Cash)					
	420 - WATER							\$119.47	
91674	01/22/2013	Open		Cash Amount	Utility Management Refund	SARMAST, NANCY	\$304.67		
	Paying Fund			420.11000 (Cash)					
	420 - WATER							\$304.67	
91675	01/22/2013	Open		Cash Amount	Utility Management Refund	WEST STEEL & PLASTICS INC	\$2,995.47		
	Paying Fund			420.11000 (Cash)					
	420 - WATER							\$2,995.47	
91676	01/22/2013	Open		Cash Amount	Utility Management Refund	WILLIS, JOANNE	\$720.06		
	Paying Fund			410.11000 (Cash)					
	420 - WATER							\$2,758.24	
	420 - WATER							\$237.23	
91677	01/24/2013	Open		Cash Amount	Accounts Payable	ACCOMTEMPMS INC	\$446.00		
	Paying Fund			420.11000 (Cash)					
	410 - WATER QUALITY CONTROL (WQC)							\$720.06	
91678	01/24/2013	Open		Cash Amount	Accounts Payable	ALLIED WEED CONTROL INC	\$5,176.35		
	Paying Fund			217.11000 (Cash)					
	217 - Streets - Gas Tax							\$724.17	

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Payment Register

From Payment Date: 1/19/2013 - To Payment Date: 1/24/2013

91679	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Accounts Payable	ANDREWS ELECTRIC MOTORS	\$4,452.18
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		420.11000 (Cash)			\$5,160.71
91680	420 - WATER	420.11000 (Cash)	Accounts Payable	ASCAP	\$651.00
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		110.11000 (Cash)			\$651.00
91681	110 - General Fund	110.11000 (Cash)	Accounts Payable	AT&T MOBILITY	\$844.92
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		110.11000 (Cash)			\$844.92
91682	110 - General Fund	110.11000 (Cash)	Accounts Payable	AT&T/SBC	\$31.71
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		110.11000 (Cash)			\$31.71
91683	110 - General Fund	110.11000 (Cash)	Accounts Payable	BALSWICK'S TIRE SHOP INC	\$1,224.01
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		110.11000 (Cash)			\$840.17
		405.11000 (Cash)			\$383.84
91684	405 - Building	405.11000 (Cash)	Accounts Payable	BANK OF AGRICULTURE & COMMERCE	\$49,784.50
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		305.11000 (Cash)			\$49,784.50
91685	305 - Capital Facility Fees	305.11000 (Cash)	Accounts Payable	BILLS SAFE & LOCK INC	\$138.00
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		110.11000 (Cash)			\$138.00
91686	110 - General Fund	110.11000 (Cash)	Accounts Payable	BOBO CONSTRUCTIONS INC	\$68,088.29
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		305.11000 (Cash)			\$68,088.29
91687	305 - Capital Facility Fees	305.11000 (Cash)	Accounts Payable	CALIF DEPT OF TRANS	\$361.48
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		216.11000 (Cash)			\$361.48
91688	216 - Streets - Local Transportation	216.11000 (Cash)	Accounts Payable	CALIFORNIA PEACE OFFICERS ASSOCIATION	\$92.50
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		110.11000 (Cash)			\$92.50
91689	110 - General Fund	110.11000 (Cash)	Accounts Payable	CAROLLO ENGINEERS	\$217,745.81
	01/24/2013 Open				
	Paying Fund	Cash Amount			Amount
		410.11000 (Cash)			\$27,527.50
		411.11000 (Cash)			\$16,948.70
	410 - WATER QUALITY CONTROL (WQC)				
	411 - Storm Drainage Construction				

Payment Register

From Payment Date: 1/19/2013 - To Payment Date: 1/24/2013

91690	415 - Sewer Bond Projects 01/24/2013 Open Paying Fund	415.11000 (Cash) Accounts Payable	CEN CAL FIRE SYSTEMS INC	\$173,269.61	\$2,169.76
91691	305 - Capital Facility Fees 01/24/2013 Open Paying Fund	305.11000 (Cash) Accounts Payable	CENTRAL VALLEY BUSINESS	\$2,169.76	\$1,184.32
91692	110 - General Fund 01/24/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	CHARTER COMMUNICATIONS	\$1,184.32	\$1,354.94
91693	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 501 - Information Technology 01/24/2013 Open Paying Fund	110.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 501.11000 (Cash) Accounts Payable	CITY OF TURLOCK - CASH	\$49.99 \$207.46 \$42.50 \$1,054.99	\$119.22
91694	110 - General Fund 217 - Streets - Gas Tax 405 - Building 01/24/2013 Open Paying Fund	110.11000 (Cash) 217.11000 (Cash) 405.11000 (Cash) Accounts Payable	CODE PUBLISHING COMPANY	\$7.00 \$101.47 \$10.75	\$208.05
91695	110 - General Fund 01/24/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	COMMUNITY VETERINARY CLIN	\$208.05	\$465.60
91696	110 - General Fund 203 - Animal Fee Forfeiture 01/24/2013 Open Paying Fund	110.11000 (Cash) 203.11000 (Cash) Accounts Payable	D C VIENT INC	\$205.60 \$260.00	\$23,068.35
91697	305 - Capital Facility Fees 01/24/2013 Open Paying Fund	305.11000 (Cash) Accounts Payable	DELTA WIRELESS & NETWORK	\$23,068.35	\$95.00
91698	110 - General Fund 01/24/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable	DEPT OF HEALTH SERVICES	\$95.00	\$140.00
91699	420 - WATER 01/24/2013 Open Paying Fund	420.11000 (Cash) Accounts Payable	DIEDE CONSTRUCTION INC	\$140.00	\$448,060.50
	305 - Capital Facility Fees	305.11000 (Cash)		\$448,060.50	

Payment Register

From Payment Date: 1/19/2013 - To Payment Date: 1/24/2013

Account Number	Payment Date	Open	Paying Fund	Account Type	Payee	Amount
91700	01/24/2013	Open	Paying Fund	Cash Amount	DOWNEY BRAND ATTORNEYS	\$1,870.39
				410.11000 (Cash)		\$1,870.39
91701	01/24/2013	Open	Paying Fund	Cash Amount	ECONO ROOFING	\$10,782.50
				301.11000 (Cash)		\$10,782.50
91702	01/24/2013	Open	Paying Fund	Cash Amount	FEDERAL EXPRESS	\$120.43
				110.11000 (Cash)		\$120.43
91703	01/24/2013	Open	Paying Fund	Cash Amount	FRAZIER MASONRY CORP	\$101,575.80
				305.11000 (Cash)		\$101,575.80
91704	01/24/2013	Open	Paying Fund	Cash Amount	GOMES & SONS INC, JOE M	\$20,737.51
				110.11000 (Cash)		\$11,755.61
				205.11000 (Cash)		\$428.07
				217.11000 (Cash)		\$2,693.85
				246.11000 (Cash)		\$1,137.65
				255.11000 (Cash)		\$80.70
				405.11000 (Cash)		\$63.65
				410.11000 (Cash)		\$1,945.44
				420.11000 (Cash)		\$732.74
				425.11000 (Cash)		\$1,099.78
				426.11000 (Cash)		\$725.80
				502.11000 (Cash)		\$74.22
91705	01/24/2013	Open	Paying Fund	Cash Amount	GRAHAM PREWETT INC	\$17,042.40
				305.11000 (Cash)		\$17,042.40
91706	01/24/2013	Open	Paying Fund	Cash Amount	HOLT OF CALIFORNIA INC	\$149.25
				410.11000 (Cash)		\$149.25
91707	01/24/2013	Open	Paying Fund	Cash Amount	INDEPENDENT ELECTRIC INC	\$2,667.51
				110.11000 (Cash)		\$418.86
				217.11000 (Cash)		\$1,467.14
				410.11000 (Cash)		\$781.51
91708	01/24/2013	Open	Paying Fund	Cash Amount	JARVIS FAY & DOPORTO LLP	\$2,296.67

Payment Register

From Payment Date: 1/19/2013 - To Payment Date: 1/24/2013

Paying Fund	Cash Amount	Amount
91709	110 - General Fund 01/24/2013 Open Paying Fund	\$2,296.67
	Accounts Payable	JUSTUS LAWNMOWER SHOP INC
91710	110 - General Fund 246 - Landscape Assessment 01/24/2013 Open Paying Fund	\$52.31 \$654.74
	Accounts Payable	KEY SEAL PRODUCTS INC
91711	217 - Streets - Gas Tax 01/24/2013 Open Paying Fund	\$415.40
	Accounts Payable	MONTE VISTA SMALL ANIMAL
91712	203 - Animal Fee Forfeiture 01/24/2013 Open Paying Fund	\$222.00
	Accounts Payable	MUNICIPAL EMERGENCY SERVICES, INC.
91713	110 - General Fund 01/24/2013 Open Paying Fund	\$966.39
	Accounts Payable	NEW WORLD SYSTEM CORP
91714	240 - Small Equipment Replacement 01/24/2013 Open Paying Fund	\$1,942.92
	Accounts Payable	P G & E
91715	110 - General Fund 01/24/2013 Open Paying Fund	\$1,192.39
	Accounts Payable	PATRIAS ELEC CONT, DARRAL
91716	305 - Capital Facility Fees 01/24/2013 Open Paying Fund	\$39,509.90
	Accounts Payable	PINNEY, MELVIN
91717	110 - General Fund 01/24/2013 Open Paying Fund	\$49.50
	Accounts Payable	PRESORT CTR STOCKTON INC
91718	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/24/2013 Open Paying Fund	\$4,308.51 \$2,950.24 \$2,950.24
	Accounts Payable	QUAD KNOFF INC
91719	305 - Capital Facility Fees 01/24/2013 Open Paying Fund	\$10,186.56
	Accounts Payable	REPUBLIC ITS

Payment Register

From Payment Date: 1/19/2013 - To Payment Date: 1/24/2013

Paying Fund		Cash Amount	Amount
91720	216 - Streets - Local Transportation 01/24/2013 Open	216.11000 (Cash)	\$6,655.00
		Accounts Payable	ROLAND PHD, JOCELYN E
	Paying Fund	Cash Amount	Amount
91721	110 - General Fund 01/24/2013 Open	110.11000 (Cash)	\$1,000.00
		Accounts Payable	SOUTHWEST SCHOOL &
	Paying Fund	Cash Amount	Amount
91722	270 - Recreation Grants 01/24/2013 Open	270.11000 (Cash)	\$475.61
		Accounts Payable	STANISLAUS COUNTY
	Paying Fund	Cash Amount	Amount
91723	110 - General Fund 01/24/2013 Open	110.11000 (Cash)	\$2,303.20
		Accounts Payable	STATE OF CALIFORNIA
	Paying Fund	Cash Amount	Amount
91724	110 - General Fund 01/24/2013 Open	110.11000 (Cash)	\$573.00
		Accounts Payable	STATE WATER POLLUTION CLEANUP AND ABATEMENT ACCT
	Paying Fund	Cash Amount	Amount
91725	410 - WATER QUALITY CONTROL (WQC) 01/24/2013 Open	410.11000 (Cash)	\$3,000.00
		Accounts Payable	T I D
	Paying Fund	Cash Amount	Amount
91726	110 - General Fund 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - BLAST 01/24/2013 Open	110.11000 (Cash) 216.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 426.11000 (Cash)	\$10,498.01 \$4,253.76 \$3,138.06 \$23,740.45 \$90.72
		Accounts Payable	TARLTON & SON INC
	Paying Fund	Cash Amount	Amount
91727	305 - Capital Facility Fees 01/24/2013 Open	305.11000 (Cash)	\$100,683.00
		Accounts Payable	TURLOCK DOWNTOWN &
	Paying Fund	Cash Amount	Amount
91728	110 - General Fund 01/24/2013 Open	110.11000 (Cash)	\$3,122.00
		Accounts Payable	TURLOCK JOURNAL
	Paying Fund	Cash Amount	Amount
91729	110 - General Fund 01/24/2013 Open	110.11000 (Cash)	\$3,499.00
		Accounts Payable	TURLOCK SCAVENGER/SWEEPIN
	Paying Fund	Cash Amount	Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$19,931.50

Payment Register

From Payment Date: 1/19/2013 - To Payment Date: 1/24/2013

Account Number	Payment Date	Account Name	Account Type	Account Payable	TURLOCK SPAY & NEUTER CLINIC
91730	01/24/2013	Open	Accounts Payable		\$130.00
		Paying Fund	Cash Amount		Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			\$130.00
91731	01/24/2013	Open	Accounts Payable	US BANK-VISA	\$37,565.34
		Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)			\$13,160.64
	203 - Animal Fee Forfeiture	203.11000 (Cash)			\$359.18
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			\$2,115.53
	205 - Sports Facilities	205.11000 (Cash)			\$2,564.09
	216 - Streets - Local Transportation	216.11000 (Cash)			\$509.34
	217 - Streets - Gas Tax	217.11000 (Cash)			\$704.81
	226 - Traffic Tax	226.11000 (Cash)			\$468.78
	246 - Landscape Assessment	246.11000 (Cash)			\$1,128.92
	255 - CDBG	255.11000 (Cash)			\$746.72
	265 - Fire Department Grants	265.11000 (Cash)			\$158.86
	266 - Police Services Grants	266.11000 (Cash)			\$52.80
	270 - Recreation Grants	270.11000 (Cash)			\$1,339.07
	405 - Building	405.11000 (Cash)			\$459.23
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$11,670.27
	420 - WATER	420.11000 (Cash)			\$1,694.02
	425 - Transit - Dial A Ride	425.11000 (Cash)			\$11.22
	426 - Transit - BLAST	426.11000 (Cash)			\$81.72
	501 - Information Technology	501.11000 (Cash)			\$39.99
	502 - Engineering	502.11000 (Cash)			\$243.15
	505 - Fleet	505.11000 (Cash)			\$57.00
91732	01/24/2013	Open	Accounts Payable	VERIZON WIRELESS	\$1,066.73
		Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)			\$1,066.73
91733	01/24/2013	Open	Accounts Payable	VETERINARY MED CTR INC	\$290.00
		Paying Fund	Cash Amount		Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			\$290.00
91734	01/24/2013	Open	Accounts Payable	WEST PUBLISHING CORPORATION	\$130.90
		Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)			\$130.90
91735	01/24/2013	Open	Accounts Payable	WORK WELLNESS	\$154.00
		Paying Fund	Cash Amount		Amount
	110 - General Fund	110.11000 (Cash)			\$154.00

Payment Register

From Payment Date: 1/19/2013 - To Payment Date: 1/24/2013

	01/24/2013	Open		Cash Amount	Accounts Payable	ALVARADO, SERGIO	Amount
91736	Paying Fund		110 - General Fund	110.11000 (Cash)			\$674.20
91737	Paying Fund		110 - General Fund	110.11000 (Cash)		BROWN, LINDA AND PAUL	\$500.00
91738	Paying Fund		110 - General Fund	110.11000 (Cash)		BUBLAK, AMY	\$674.20
91739	Paying Fund		110 - General Fund	110.11000 (Cash)		CASAS MUNRAS MONTEREY	\$487.92
91740	Paying Fund		110 - General Fund	110.11000 (Cash)		CENTURYTEL, INC.	\$2,147.20
91741	Paying Fund		110 - General Fund	110.11000 (Cash)		GILLEY, JERI	\$355.70
91742	Paying Fund		110 - General Fund	110.11000 (Cash)		HARD DRIVE GRAPHICS	\$241.21
91743	Paying Fund		110 - General Fund	110.11000 (Cash)		JACKSON, MARY	\$674.20
91744	Paying Fund		110 - General Fund	110.11000 (Cash)		NASCIMENTO, STEVEN	\$674.20
91745	Paying Fund		110 - General Fund	110.11000 (Cash)		OROZCO, KRYSTAL	\$500.00
91746	Paying Fund		110 - General Fund	110.11000 (Cash)		OROZCO REFORESTATION, JC	\$500.00
91747	Paying Fund		110 - General Fund	110.11000 (Cash)		PACHECO, MIGUEL	\$226.00
91748	Paying Fund		110 - General Fund	110.11000 (Cash)		PICCIANO, ERIC	\$600.00

Payment Register

From Payment Date: 1/19/2013 - To Payment Date: 1/24/2013

Paying Fund	Cash Amount	Amount
502 - Engineering	502.11000 (Cash)	\$600.00
01/24/2013 Open	Accounts Payable SILVEIRA, JAMES	\$20.00
Paying Fund		Amount
110 - General Fund	110.11000 (Cash)	\$20.00
01/24/2013 Open	Accounts Payable TONARELLI, STACEY	\$65.17
Paying Fund		Amount
110 - General Fund	110.11000 (Cash)	\$65.17
01/24/2013 Open	Accounts Payable TRACY, KIRK	\$500.00
Paying Fund		Amount
110 - General Fund	110.11000 (Cash)	\$500.00
01/24/2013 Open	Accounts Payable TRIPLE J CONSTRUCTION	\$1,100.00
Paying Fund		Amount
110 - General Fund	110.11000 (Cash)	\$1,100.00
83 Transactions		
Type Check Totals:		\$1,285,791.76
AP - Accounts Payable Totals		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,285,791.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,285,791.76	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,285,791.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,285,791.76	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,285,791.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,285,791.76	\$0.00

Payment Register

From Payment Date: 1/19/2013 - To Payment Date: 1/24/2013

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,285,791.76	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,285,791.76	\$0.00

Payment Register

From Payment Date: 1/25/2013 - To Payment Date: 1/31/2013

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
91753	01/25/2013	Open			Accounts Payable	COMBINED BENEFITS ADMIN C	\$224,417.29		
	Paying Fund			Cash Amount					
	511 - Health Insurance			511.11000 (Cash)				\$224,417.29	
91754	01/29/2013	Open			Utility Management Refund	CAIN, COREY	\$88.19		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$88.19	
91755	01/29/2013	Open			Utility Management Refund	CAMPONDONICO, HELENE	\$41.97		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$41.97	
91756	01/29/2013	Open			Utility Management Refund	DEL TORO, JULIO	\$67.40		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$67.40	
91757	01/29/2013	Open			Utility Management Refund	JIMENEZ, LOURDES	\$58.70		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$58.70	
91758	01/29/2013	Open			Utility Management Refund	JULIUS, LOIS	\$85.40		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$85.40	
91759	01/29/2013	Open			Utility Management Refund	MOKHTARI, SUSAN	\$232.50		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$232.50	
91760	01/29/2013	Open			Utility Management Refund	MORALES, JASMINE	\$38.50		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$38.50	
91761	01/29/2013	Open			Utility Management Refund	RICO, FIDEL	\$50.70		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$50.70	
91762	01/29/2013	Open			Utility Management Refund	ROBILLARD, DENIS	\$52.45		

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Paying Fund		Cash Amount	Amount
91763	420 - WATER 01/29/2013 Open	420.11000 (Cash)	\$52.45
	Utility Management Refund		\$58.70
	STACY, UPFOLD		
91764	420 - WATER 01/31/2013 Open	420.11000 (Cash)	\$58.70
	Accounts Payable		\$1,317.84
	A & G SALES PROMOTION LTD		
91765	110 - General Fund 01/31/2013 Open	110.11000 (Cash)	\$1,317.84
	Accounts Payable		\$5,000.00
	ABS PRESORT INC		
91766	110 - General Fund 01/31/2013 Open	110.11000 (Cash)	\$5,000.00
	Accounts Payable		\$4,433.36
	AFLAC		
91767	104 - Payroll Clearing Fund 01/31/2013 Open	104.11000 (Cash)	\$4,433.36
	Accounts Payable		\$360.37
	AT&T INFO SYSTEM		
91768	110 - General Fund 01/31/2013 Open	110.11000 (Cash)	\$360.37
	Accounts Payable		\$512.96
	AT&T MOBILITY		
91769	410 - WATER QUALITY CONTROL (WQC) 501 - Information Technology 01/31/2013 Open	410.11000 (Cash) 501.11000 (Cash)	\$241.10 \$271.86
	Accounts Payable		\$12.07
	AVAYA INC		
91770	110 - General Fund 01/31/2013 Open	110.11000 (Cash)	\$12.07
	Accounts Payable		\$400.00
	CALIFORNIA HIGHWAY PATROL		
91771	425 - Transit - Dial A Ride 01/31/2013 Open	425.11000 (Cash)	\$400.00
	Accounts Payable		\$6,689.05
	CHAMPION INDUSTRIAL		
91772	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 425 - Transit - Dial A Ride 501 - Information Technology 505 - Fleet 01/31/2013 Open	110.11000 (Cash) 410.11000 (Cash) 425.11000 (Cash) 501.11000 (Cash) 505.11000 (Cash)	\$3,769.03 \$1,783.30 \$112.50 \$750.00 \$274.22
	Accounts Payable		\$154.97
	CHARTER COMMUNICATIONS		

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91773	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$49.99
	501 - Information Technology	501.11000 (Cash)			\$104.98
	01/31/2013 Open	Accounts Payable	CININNATI LIFE INS INC		\$829.94
	Paying Fund	Cash Amount		Amount	
91774	104 - Payroll Clearing Fund	104.11000 (Cash)			\$829.94
	01/31/2013 Open	Accounts Payable	COMBINED BENEFITS ADMIN-		\$9,870.76
	Paying Fund	Cash Amount		Amount	
91775	511 - Health Insurance	511.11000 (Cash)			\$9,870.76
	01/31/2013 Open	Accounts Payable	COMBINED BENEFITS ADMIN/		\$3,356.36
	Paying Fund	Cash Amount		Amount	
91776	511 - Health Insurance	511.11000 (Cash)			\$3,356.36
	01/31/2013 Open	Accounts Payable	COMBINED BENEFITS ADMIN=		\$133,667.74
	Paying Fund	Cash Amount		Amount	
91777	511 - Health Insurance	511.11000 (Cash)			\$133,667.74
	01/31/2013 Open	Accounts Payable	COUNTY BANK VISA		\$1,858.98
	Paying Fund	Cash Amount		Amount	
91778	110 - General Fund	110.11000 (Cash)			\$1,858.98
	01/31/2013 Open	Accounts Payable	DIESEL MARINE ELECTRIC INC		\$1,497.89
	Paying Fund	Cash Amount		Amount	
91779	426 - Transit - BLAST	426.11000 (Cash)			\$1,497.89
	01/31/2013 Open	Accounts Payable	FOUNDATION FOR CROSS CONN		\$875.00
	Paying Fund	Cash Amount		Amount	
91780	420 - WATER	420.11000 (Cash)			\$875.00
	01/31/2013 Open	Accounts Payable	GEOANALYTICAL LAB INC		\$5,457.85
	Paying Fund	Cash Amount		Amount	
91781	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$5,196.45
	420 - WATER	420.11000 (Cash)			\$261.40
	01/31/2013 Open	Accounts Payable	HARDER'S PRINT SHOP INC		\$241.08
	Paying Fund	Cash Amount		Amount	
91782	110 - General Fund	110.11000 (Cash)			\$241.08
	01/31/2013 Open	Accounts Payable	HILMAR READY MIX		\$247.54
	Paying Fund	Cash Amount		Amount	
91783	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$161.44
	420 - WATER	420.11000 (Cash)			\$86.10
	01/31/2013 Open	Accounts Payable	ING LIFE INSURANCE AND		\$121.34
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			\$121.34

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91784	01/31/2013	Open	Accounts Payable	JCS PROPERTIES INC	Amount
	Paying Fund		Cash Amount		
	625 - Successor Agency - LMI		625.11000 (Cash)		\$1,500.17
91785	01/31/2013	Open	Accounts Payable	KONE INC	\$106,951.50
	Paying Fund		Cash Amount		
	305 - Capital Facility Fees		305.11000 (Cash)	MAGIC SANDS MOBILE HOME	\$260.64
91786	01/31/2013	Open	Accounts Payable		\$260.64
	Paying Fund		Cash Amount		
	625 - Successor Agency - LMI		625.11000 (Cash)	MISSION LINEN SUPPLY INC	\$2,562.24
91787	01/31/2013	Open	Accounts Payable		
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$657.64
	205 - Sports Facilities		205.11000 (Cash)		\$131.87
	217 - Streets - Gas Tax		217.11000 (Cash)		\$73.92
	246 - Landscape Assessment		246.11000 (Cash)		\$212.30
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,112.78
	420 - WATER		420.11000 (Cash)		\$166.80
	505 - Fleet		505.11000 (Cash)		\$206.93
91788	01/31/2013	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS	\$164.95
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$132.55
	255 - CDBG		255.11000 (Cash)		\$32.40
91789	01/31/2013	Open	Accounts Payable	MULBERRY MOBILE PARK	\$235.36
	Paying Fund		Cash Amount		
	625 - Successor Agency - LMI		625.11000 (Cash)	NEW WORLD SYSTEM CORP	\$235.36
91790	01/31/2013	Open	Accounts Payable		\$7,150.00
	Paying Fund		Cash Amount		
	240 - Small Equipment Replacement		240.11000 (Cash)	NIMBUS CONSULTING GROUP	\$21,600.00
91791	01/31/2013	Open	Accounts Payable		\$56.12
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)	P G & E	\$56.12
91792	01/31/2013	Open	Accounts Payable		\$56.00
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)	PACIFIC STORAGE COMPANY	\$56.00
91793	01/31/2013	Open	Accounts Payable		\$56.00
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$56.00

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Account Number	Payment Date	Open	Paying Fund	Account Type	Account Name	Amount
91794	01/31/2013	Open	112 - Capital Purchases	Cash Amount	PACIFIC VALLEY ROOF INC	\$17,829.60
91795	01/31/2013	Open	112 - Capital Purchases	Cash Amount	POLYDYNE INC	\$28,466.81
91796	01/31/2013	Open	410 - WATER QUALITY CONTROL (WQC)	Cash Amount	PROJECT SENTINEL INC	\$2,161.31
91797	01/31/2013	Open	255 - CDBG	Cash Amount	ROMEO MEDICAL CLINIC	\$1,412.00
91798	01/31/2013	Open	110 - General Fund	Cash Amount	SIERRA CHEMICAL CO	\$9,335.58
91799	01/31/2013	Open	410 - WATER QUALITY CONTROL (WQC)	Cash Amount	SJVAPCD	\$3,647.00
91800	01/31/2013	Open	410 - WATER QUALITY CONTROL (WQC)	Cash Amount	SPRINT	\$1,075.03
91801	01/31/2013	Open	110 - General Fund	Cash Amount	STANISLAUS CO PLANNING	\$11,962.80

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Account ID	Account Name	Account Type	Account ID	Amount
91802	256 - Stanislaus Housing Consortia	Accounts Payable		\$11,962.80
	01/31/2013 Open			
	Paying Fund			\$30,525.22
	110 - General Fund			\$4,766.93
	216 - Streets - Local Transportation			\$25,263.93
	410 - WATER QUALITY CONTROL (WQC)			\$481.20
	420 - WATER			\$13.16
91803	01/31/2013 Open	Accounts Payable	TURLOCK CITY TOW INC	\$210.00
	Paying Fund			
	110 - General Fund			\$160.00
	410 - WATER QUALITY CONTROL (WQC)			\$25.00
	420 - WATER			\$25.00
91804	01/31/2013 Open	Accounts Payable	UNIVAR USA INC	\$10,160.83
	Paying Fund			
	410 - WATER QUALITY CONTROL (WQC)			\$10,160.83
91805	01/31/2013 Open	Accounts Payable	VINE & SONS INC, ER	\$1,759.79
	Paying Fund			
	110 - General Fund			\$291.85
	205 - Sports Facilities			\$0.00
	217 - Streets - Gas Tax			\$124.84
	246 - Landscape Assessment			\$45.47
	410 - WATER QUALITY CONTROL (WQC)			\$181.78
	420 - WATER			\$46.96
	425 - Transit - Dial A Ride			\$56.65
	426 - Transit - BLAST			\$1,012.24
91806	01/31/2013 Open	Accounts Payable	VISION SERVICE PLAN CA	\$9,574.50
	Paying Fund			
	511 - Health Insurance			\$9,574.50
91807	01/31/2013 Open	Accounts Payable	WE CARE PROGRAM	\$6,250.00
	Paying Fund			
	255 - CDBG			\$6,250.00
91808	01/31/2013 Open	Accounts Payable	WESTERN VIEW MOBILE RANCH	\$3,383.65
	Paying Fund			
	625 - Successor Agency - LMI			\$3,383.65
91809	01/31/2013 Open	Accounts Payable	WESTFORK ESTATES	\$728.30
	Paying Fund			
	625 - Successor Agency - LMI			\$728.30

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Account Number	Payment Date	Open	Paying Fund	Account Name	Account Type	Cash Amount	Amount
91810	01/31/2013	Open	Paying Fund	YORK INSURANCE SV GRP INC	Accounts Payable		\$17,128.84
				510 - Workers Compensation Ins	Cash Amount	510.11000 (Cash)	\$17,128.84
91811	01/31/2013	Open	Paying Fund	ZALREICH CHEMICAL CO INC	Accounts Payable		\$33,539.29
				410 - WATER QUALITY CONTROL (WQC)	Cash Amount	410.11000 (Cash)	\$33,539.29
91812	01/31/2013	Open	Paying Fund	Aflac Group Insurance	Accounts Payable		\$3,163.58
				104 - Payroll Clearing Fund	Cash Amount	104.11000 (Cash)	\$3,163.58
91813	01/31/2013	Open	Paying Fund	ARAKELIAN, NICK	Accounts Payable		\$18.00
				203 - Animal Fee Forfeiture	Cash Amount	203.11000 (Cash)	\$18.00
91814	01/31/2013	Open	Paying Fund	BOLLINGER INSURANCE SOLUTIONS	Accounts Payable		\$300.00
				110 - General Fund	Cash Amount	110.11000 (Cash)	\$300.00
91815	01/31/2013	Open	Paying Fund	BRADLEY, LINDA	Accounts Payable		\$98.00
				110 - General Fund	Cash Amount	110.11000 (Cash)	\$98.00
91816	01/31/2013	Open	Paying Fund	BRAVO, JESENIA	Accounts Payable		\$18.00
				203 - Animal Fee Forfeiture	Cash Amount	203.11000 (Cash)	\$18.00
91817	01/31/2013	Open	Paying Fund	CONNER, AMANDA	Accounts Payable		\$18.00
				203 - Animal Fee Forfeiture	Cash Amount	203.11000 (Cash)	\$18.00
91818	01/31/2013	Open	Paying Fund	DEPARTMENT OF MOTOR VEHICLES	Accounts Payable		\$44.16
				110 - General Fund	Cash Amount	110.11000 (Cash)	\$44.16
91819	01/31/2013	Open	Paying Fund	DUROY, RICHARD	Accounts Payable		\$98.00
				110 - General Fund	Cash Amount	110.11000 (Cash)	\$98.00
91820	01/31/2013	Open	Paying Fund	GILLISPIE, GEORGE	Accounts Payable		\$98.00
				110 - General Fund	Cash Amount	110.11000 (Cash)	\$98.00
91821	01/31/2013	Open	Paying Fund	HYATT HOUSE BELMONT	Accounts Payable		\$313.43
				110 - General Fund	Cash Amount	110.11000 (Cash)	\$313.43

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Account Number	Date	Open	Account Name	Account Type	Payee Name	Amount
91822	01/31/2013	Open	Accounts Payable	Accounts Payable	KEUP, ALEXANDRIA	\$18.00
			Cash Amount			
			203.11000 (Cash)			\$18.00
91823	01/31/2013	Open	Accounts Payable	Accounts Payable	KHAMO, NIMROD	\$94.00
			Cash Amount			
			110.11000 (Cash)			\$94.00
91824	01/31/2013	Open	Accounts Payable	Accounts Payable	KUNTZ, MICHELLE	\$60.00
			Cash Amount			
			205.11000 (Cash)			\$60.00
91825	01/31/2013	Open	Accounts Payable	Accounts Payable	LAYTON, KATIE	\$70.00
			Cash Amount			
			110.11000 (Cash)			\$70.00
91826	01/31/2013	Open	Accounts Payable	Accounts Payable	MCMHELK, QUERAY	\$94.00
			Cash Amount			
			110.11000 (Cash)			\$94.00
91827	01/31/2013	Open	Accounts Payable	Accounts Payable	NATIONAL NOTARY ASSOCIATION	\$79.00
			Cash Amount			
			255.11000 (Cash)			\$79.00
91828	01/31/2013	Open	Accounts Payable	Accounts Payable	PSTC	\$220.00
			Cash Amount			
			110.11000 (Cash)			\$220.00
91829	01/31/2013	Open	Accounts Payable	Accounts Payable	REBENS DORF, MICHAEL	\$2,426.41
			Cash Amount			
			110.11000 (Cash)			\$2,426.41
91830	01/31/2013	Open	Accounts Payable	Accounts Payable	SILVA, STEPHANIE	\$18.00
			Cash Amount			
			203.11000 (Cash)			\$18.00
91831	01/31/2013	Open	Accounts Payable	Accounts Payable	SYSTEMS FOR PUBLIC SAFETY	\$489.00
			Cash Amount			
			110.11000 (Cash)			\$489.00
91832	01/31/2013	Open	Accounts Payable	Accounts Payable	TRUJILLO, ELSIE	\$18.00
			Cash Amount			
			203.11000 (Cash)			\$18.00
91833	01/31/2013	Open	Accounts Payable	Accounts Payable	VISALIA MARRIOTT	\$180.40
			Cash Amount			
			110.11000 (Cash)			\$180.40
91834	01/31/2013	Open	Accounts Payable	Accounts Payable	VISALIA MARRIOTT	\$180.40

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$180.40
91835 01/31/2013 Open	Accounts Payable VISALIA MARRIOTT	\$180.40
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$180.40
83 Transactions		\$740,081.21

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$740,081.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$740,081.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$740,081.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$740,081.21	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$740,081.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$740,081.21	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$740,081.21	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$740,081.21	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
91836	02/01/2013	Open			Cash Amount	COMBINED BENEFITS ADMIN C	\$132,316.81		
	Paying Fund				511.11000 (Cash)				
									\$132,316.81
91837	02/01/2013	Open			Cash Amount	T I D	\$14,846.99		
	Paying Fund				216.11000 (Cash)				
					410.11000 (Cash)				\$9,025.85
					420.11000 (Cash)				\$2,486.32
									\$3,334.82
91838	02/01/2013	Open			Cash Amount	LAZAR, JOHN	\$1,510.94		
	Paying Fund				110.11000 (Cash)				
									\$1,510.94
91839	02/01/2013	Open			Cash Amount	ORANGE CO SHERIFFS DEPT	\$130.00		
	Paying Fund				110.11000 (Cash)				
									\$130.00
91840	02/05/2013	Open			Cash Amount	UNIVAR USA INC	\$19,757.05		
	Paying Fund				410.11000 (Cash)				
									\$19,757.05
91841	02/05/2013	Open			Cash Amount	FARIA, JOE	\$3.00		
	Paying Fund				Utility Management Refund				
									\$3.00
91842	02/05/2013	Open			Cash Amount	GOMEZ, GUSTAVO	\$12.74		
	Paying Fund				420.11000 (Cash)				
									\$12.74
91843	02/05/2013	Open			Cash Amount	POLLINGER, KEVIN	\$28.70		
	Paying Fund				420.11000 (Cash)				
									\$28.70
91844	02/05/2013	Open			Cash Amount	TENNY, CHRISTOPHER J	\$150.00		
	Paying Fund				110.11000 (Cash)				
					410.11000 (Cash)				\$0.84
					420.11000 (Cash)				\$1.40
									\$26.46
									\$150.00
									\$7.44

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91845	420 - WATER	02/06/2013	Open	420.11000 (Cash)	Accounts Payable	COUNTY BANK VISA	\$142.56
	Paying Fund			Cash Amount			Amount
	110 - General Fund			110.11000 (Cash)			\$258.23
	255 - CDBG			255.11000 (Cash)			\$58.45
	405 - Building			405.11000 (Cash)			\$146.12
91846	02/06/2013	Open		Accounts Payable	FARIA, JAMIE		\$376.00
	Paying Fund			Cash Amount			Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$377.50
	110 - General Fund			110.11000 (Cash)			(\$1.50)
91847	02/06/2013	Open		Accounts Payable	SUPPORT PAYMENT CLEARING		\$439.13
	Paying Fund			Cash Amount			Amount
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$440.13
	110 - General Fund			110.11000 (Cash)			(\$1.00)
91848	02/07/2013	Open		Accounts Payable	A & A PORTABLES INC		\$376.08
	Paying Fund			Cash Amount			Amount
	301 - Capital Improvement			301.11000 (Cash)			\$376.08
91849	02/07/2013	Open		Accounts Payable	ACCOMTEMPMS INC		\$804.54
	Paying Fund			Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$402.26
	420 - WATER			420.11000 (Cash)			\$402.28
91850	02/07/2013	Open		Accounts Payable	AIRGAS NCN		\$1,543.05
	Paying Fund			Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1,543.05
91851	02/07/2013	Open		Accounts Payable	ALLIED WEED CONTROL INC		\$5,176.35
	Paying Fund			Cash Amount			Amount
	217 - Streets - Gas Tax			217.11000 (Cash)			\$724.17
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$4,452.18
91852	02/07/2013	Open		Accounts Payable	AMERICAN MESSAGING		\$224.48
	Paying Fund			Cash Amount			Amount
	110 - General Fund			110.11000 (Cash)			\$224.48
91853	02/07/2013	Open		Accounts Payable	AMERICAN MESSAGING		\$283.07
	Paying Fund			Cash Amount			Amount
	110 - General Fund			110.11000 (Cash)			\$283.07
91854	02/07/2013	Open		Accounts Payable	AT&T / CALNET 2		\$5,185.16
	Paying Fund			Cash Amount			Amount
	110 - General Fund			110.11000 (Cash)			\$4,027.35

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205 - Sports Facilities	205.11000 (Cash)				\$38.12
255 - CDBG	255.11000 (Cash)				\$34.17
405 - Building	405.11000 (Cash)				\$65.81
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$452.28
420 - WATER	420.11000 (Cash)				\$296.86
426 - Transit - BLAST	426.11000 (Cash)				\$66.79
501 - Information Technology	501.11000 (Cash)				\$86.02
502 - Engineering	502.11000 (Cash)				\$20.08
505 - Fleet	505.11000 (Cash)				\$97.68
91855	02/07/2013	Open	Accounts Payable	AT&T MOBILITY	\$2,433.29
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		\$2,433.29
91856	02/07/2013	Open	Accounts Payable	BONANDER PONTIAC INC	\$630.43
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		\$630.43
91857	02/07/2013	Open	Accounts Payable	CA BLDG STANDARDS COMMS	\$905.40
	Paying Fund		Cash Amount		Amount
	405 - Building		405.11000 (Cash)		\$905.40
91858	02/07/2013	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	\$444.70
	Paying Fund		Cash Amount		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		\$444.70
91859	02/07/2013	Open	Accounts Payable	CHAMPION INDUSTRIAL	\$345.15
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		\$345.15
91860	02/07/2013	Open	Accounts Payable	CHILDREN'S CRISIS CENTER	\$3,667.01
	Paying Fund		Cash Amount		Amount
	255 - CDBG		255.11000 (Cash)		\$3,667.01
91861	02/07/2013	Open	Accounts Payable	CITY OF TURLOCK - CASH	\$99.62
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		\$38.29
	255 - CDBG		255.11000 (Cash)		\$31.00
	405 - Building		405.11000 (Cash)		\$19.35
	420 - WATER		420.11000 (Cash)		\$7.98
	426 - Transit - BLAST		426.11000 (Cash)		\$3.00
91862	02/07/2013	Open	Accounts Payable	COSTCO	\$997.14
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		\$997.14

Payment Register

From Payment Date: 2/1/2013 - To Payment Date: 2/7/2013

Account ID	Payment Date	Open Fund	Account Name	Account Type	Cash Amount	Amount
91863	02/07/2013	Open	COUNTRY FORD TRUCKS INC	Accounts Payable		\$594.95
	Paying Fund					
	110 - General Fund				110.11000 (Cash)	\$291.88
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$109.30
	426 - Transit - BLAST				426.11000 (Cash)	\$193.77
91864	02/07/2013	Open	DELTA WIRELESS & NETWORK	Accounts Payable		\$2,049.92
	Paying Fund					
	110 - General Fund				110.11000 (Cash)	\$146.34
	246 - Landscape Assessment				246.11000 (Cash)	\$720.44
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$1,183.14
91865	02/07/2013	Open	DEPT OF CONSERVATION	Accounts Payable		\$2,885.54
	Paying Fund					
	110 - General Fund				110.11000 (Cash)	\$2,885.54
91866	02/07/2013	Open	DOWNEY BRAND ATTORNEYS	Accounts Payable		\$2,069.84
	Paying Fund					
	420 - WATER				420.11000 (Cash)	\$2,069.84
91867	02/07/2013	Open	FERGUSON ENTERPRISES INC	Accounts Payable		\$157.84
	Paying Fund					
	420 - WATER				420.11000 (Cash)	\$157.84
91868	02/07/2013	Open	GEOANALYTICAL LAB INC	Accounts Payable		\$2,643.21
	Paying Fund					
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$1,652.71
	420 - WATER				420.11000 (Cash)	\$990.50
91869	02/07/2013	Open	GOMES & SONS INC, JOE M	Accounts Payable		\$21,624.63
	Paying Fund					
	110 - General Fund				110.11000 (Cash)	\$13,257.99
	205 - Sports Facilities				205.11000 (Cash)	\$142.75
	217 - Streets - Gas Tax				217.11000 (Cash)	\$1,406.99
	246 - Landscape Assessment				246.11000 (Cash)	\$1,286.81
	405 - Building				405.11000 (Cash)	\$170.28
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)	\$2,686.49
	420 - WATER				420.11000 (Cash)	\$1,117.41
	425 - Transit - Dial A Ride				425.11000 (Cash)	\$978.66
	426 - Transit - BLAST				426.11000 (Cash)	\$416.44
	502 - Engineering				502.11000 (Cash)	\$160.81
91870	02/07/2013	Open	GOMES PROPANE	Accounts Payable		\$70.22
	Paying Fund					
	Cash Amount					

Payment Register

From Payment Date: 2/1/2013 - To Payment Date: 2/7/2013

Account Number	Description	Account Type	Amount
91871	217 - Streets - Gas Tax	Accounts Payable	\$70.22
	02/07/2013 Open		
	Paying Fund		\$714.65
91872	110 - General Fund	Cash Amount	\$114.63
	410 - WATER QUALITY CONTROL (WQC)		\$600.02
	02/07/2013 Open		
	Paying Fund		\$1,541.54
91873	420 - WATER	Accounts Payable	\$69.96
	02/07/2013 Open		
	Paying Fund		\$44,302.78
91874	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	\$276.72
	02/07/2013 Open		
	Paying Fund		\$29,950.64
91875	420 - WATER	Accounts Payable	\$232.50
	02/07/2013 Open		
	Paying Fund		\$921.96
91876	110 - General Fund	Cash Amount	\$286.27
	02/07/2013 Open		
	Paying Fund		\$747.41
91877	246 - Landscape Assessment	Accounts Payable	\$445.62
	02/07/2013 Open		\$6.36
	Paying Fund		\$21.04
91878	110 - General Fund	Cash Amount	\$865.80
	405 - Building		\$28.08
	505 - Fleet		\$28.08
	02/07/2013 Open		
	Paying Fund		\$286.27
91880	217 - Streets - Gas Tax	Accounts Payable	\$286.27
	02/07/2013 Open		
	Paying Fund		\$747.41
	110 - General Fund	Cash Amount	\$445.62
	204 - AB 939 Integrated Waste Mgmt		\$6.36
	255 - CDBG		\$21.04

Payment Register

From Payment Date: 2/1/2013 - To Payment Date: 2/7/2013

91881	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 02/07/2013 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) 502.11000 (Cash) Accounts Payable NEXT LEVEL PARTS INC	\$151.32 \$55.58 \$67.49 \$330.26
91882	410 - WATER QUALITY CONTROL (WQC) 426 - Transit - BLAST 02/07/2013 Open Paying Fund	410.11000 (Cash) 426.11000 (Cash) Accounts Payable PACE SUPPLY CORPORATION	\$30.68 \$299.58 \$608.08
91883	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 02/07/2013 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable PAUL'S GLASS CO	\$411.13 \$196.95 \$285.56
91884	410 - WATER QUALITY CONTROL (WQC) 02/07/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable PIRES, LIPOMI & NAVARRO ARCHITECTS	\$285.56 \$2,712.50
91885	241 - Asset Replacement 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 02/07/2013 Open Paying Fund	241.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Accounts Payable R & B COMPANY	\$1,356.25 \$678.12 \$678.13 \$1,632.78
91886	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 02/07/2013 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable RAY MORGAN COMPANY	\$799.95 \$832.83 \$2,514.14
91887	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 02/07/2013 Open Paying Fund	110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 405.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 502.11000 (Cash) Accounts Payable REED INC, GEORGE	\$1,925.75 \$5.97 \$2.49 \$2.50 \$31.99 \$288.25 \$42.44 \$214.75 \$268,802.50
91888	215 - Streets - Grant Funded Projects 02/07/2013 Open Paying Fund	215.11000 (Cash) Accounts Payable REXEL INC	\$268,802.50 \$366.56

Payment Register

From Payment Date: 2/1/2013 - To Payment Date: 2/7/2013

Paying Fund		Cash Amount	Amount
91899	410 - WATER QUALITY CONTROL (WQC) 02/07/2013 Open Paying Fund	410.11000 (Cash)	\$366.56
		Accounts Payable	\$61.29
		SAFE-T-LITE CO INC	
91890	410 - WATER QUALITY CONTROL (WQC) 02/07/2013 Open Paying Fund	410.11000 (Cash)	\$61.29
		Accounts Payable	\$11,859.00
		SALLY SWANSON ARCHITECTS INC	
91891	301 - Capital Improvement 02/07/2013 Open Paying Fund	301.11000 (Cash)	\$11,859.00
		Accounts Payable	\$292.56
		SANTA FE AGGREGATES INC	
91892	217 - Streets - Gas Tax 02/07/2013 Open Paying Fund	217.11000 (Cash)	\$292.56
		Accounts Payable	\$4,162.68
		SECOND HARVEST FOOD BANK	
91893	255 - CDBG 02/07/2013 Open Paying Fund	255.11000 (Cash)	\$4,162.68
		Accounts Payable	\$345.00
		SECURE DELIVERY	
91894	420 - WATER 02/07/2013 Open Paying Fund	420.11000 (Cash)	\$345.00
		Accounts Payable	\$19.85
		SHARPENING SHOP	
91895	110 - General Fund 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 02/07/2013 Open Paying Fund	110.11000 (Cash) 246.11000 (Cash) 410.11000 (Cash)	\$18.25 \$0.80 \$0.80
		Accounts Payable	\$3,050.00
		SIERRA FOOTHILL LAB INC	
91896	410 - WATER QUALITY CONTROL (WQC) 02/07/2013 Open Paying Fund	410.11000 (Cash)	\$3,050.00
		Accounts Payable	\$479.00
		SJVAPCD	
91897	420 - WATER 02/07/2013 Open Paying Fund	420.11000 (Cash)	\$479.00
		Accounts Payable	\$357.32
		SOUTHWEST SCHOOL &	
91898	270 - Recreation Grants 02/07/2013 Open Paying Fund	270.11000 (Cash)	\$357.32
		Accounts Payable	\$200,137.00
		STANISLAUS AUDITOR CONTR	
91899	110 - General Fund 02/07/2013 Open Paying Fund	110.11000 (Cash)	\$200,137.00
		Accounts Payable	\$2,529.38
		SWAN ENGINEERING INC	

Payment Register

From Payment Date: 2/1/2013 - To Payment Date: 2/7/2013

91900	413 - WQC-Capital Expansion Reserve	413.11000 (Cash)	Accounts Payable	T I D	Amount
	02/07/2013 Open				\$2,529.38
	Paying Fund	Cash Amount			\$42,950.65
	110 - General Fund	110.11000 (Cash)			\$2,169.39
	205 - Sports Facilities	205.11000 (Cash)			\$1,275.11
	216 - Streets - Local Transportation	216.11000 (Cash)			\$3,629.93
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$5,614.27
	420 - WATER	420.11000 (Cash)			\$26,612.94
	426 - Transit - BLAST	426.11000 (Cash)			\$617.25
	505 - Fleet	505.11000 (Cash)			\$3,031.76
91901	02/07/2013 Open		TURLOCK SCAVENGER/SWEEPIN		\$19,931.50
	Paying Fund	Cash Amount			
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$19,931.50
91902	02/07/2013 Open		TURLOCK TRANSFER INC		\$481.43
	Paying Fund	Cash Amount			
	110 - General Fund	110.11000 (Cash)			\$481.43
91903	02/07/2013 Open		TURLOCK UNIFIED		\$158,594.31
	Paying Fund	Cash Amount			
	110 - General Fund	110.11000 (Cash)			\$158,594.31
91904	02/07/2013 Open		UNITED RESOURCE SYSTEMS INC		\$12.50
	Paying Fund	Cash Amount			
	110 - General Fund	110.11000 (Cash)			\$12.50
91905	02/07/2013 Open		UNITED SAMARITANS FDT INC		\$2,500.00
	Paying Fund	Cash Amount			
	255 - CDBG	255.11000 (Cash)			\$2,500.00
91906	02/07/2013 Open		WLC ARCHITECTS INC		\$101,207.52
	Paying Fund	Cash Amount			
	305 - Capital Facility Fees	305.11000 (Cash)			\$101,207.52
91907	02/07/2013 Open		COMFORT SUITES UC DAVIS		\$279.72
	Paying Fund	Cash Amount			
	110 - General Fund	110.11000 (Cash)			\$279.72
91908	02/07/2013 Open		EXTENDED STAY HOTELS		\$594.35
	Paying Fund	Cash Amount			
	110 - General Fund	110.11000 (Cash)			\$594.35
91909	02/07/2013 Open		EXTENDED STAY HOTELS		\$594.35
	Paying Fund	Cash Amount			
	110 - General Fund	110.11000 (Cash)			\$594.35

Payment Register

From Payment Date: 2/1/2013 - To Payment Date: 2/7/2013

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$594.35
02/07/2013 Open	Accounts Payable	
	HOLEMAN, RUSS	\$64.00
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$64.00
02/07/2013 Open	Accounts Payable	
	HYATT REGENCY NEWPORT BEACH	\$282.72
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$282.72
02/07/2013 Open	Accounts Payable	
	INDERBITZEN, PAUL	\$580.00
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$580.00
02/07/2013 Open	Accounts Payable	
	MANEA, ANGELICA	\$560.00
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$560.00
02/07/2013 Open	Accounts Payable	
	MONTANEZ, JOVITA	\$500.12
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$500.12
02/07/2013 Open	Accounts Payable	
	NAVARRO, FRANK	\$64.00
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$64.00
02/07/2013 Open	Accounts Payable	
	PARMLEY, MICHAEL	\$162.00
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$162.00
02/07/2013 Open	Accounts Payable	
	SILVEIRA, JAMES	\$242.00
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$242.00
02/07/2013 Open	Accounts Payable	
	SOUTH BAY REGIONAL PUBLIC SAFETY	\$460.00
Paying Fund		
110 - General Fund	110.11000 (Cash)	\$460.00
83 Transactions		\$1,134,896.84

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,134,896.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00

Payment Register

From Payment Date: 2/1/2013 - To Payment Date: 2/7/2013

Stopped	0	\$0.00	\$0.00
Total	83	\$1,134,896.84	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,134,896.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,134,896.84	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,134,896.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,134,896.84	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	83	\$1,134,896.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	83	\$1,134,896.84	\$0.00

FEBRUARY 12, 2013
5:30 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

- 1. CALL TO ORDER** - Mayor Lazar called the meeting to order at 5:30 p.m.
PRESENT: Councilmembers Bill DeHart, Steven Nascimento, Amy Bublak, Forrest White, and Mayor John S. Lazar.
ABSENT: None

- 2. PUBLIC PARTICIPATION:** None

- 3. STRATEGIC PLANNING DISCUSSION:**

City staff presented information to Council regarding recommendations identified in the 2013-2015 City of Turlock Strategic Plan. Council provided input and recommended changes to the document.

- 4. ADJOURNMENT:**

Mayor Lazar adjourned the meeting at 6:55 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

FEBRUARY 12, 2013
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

-
1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:10 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
ABSENT: None
 - B. SALUTE TO THE FLAG** – Salute led by John Bjork, Boy Scouts of America, Troop 451.
 2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**
 - A. Mayor Lazar presented a Proclamation to Angie Mendoza and Alma Ventura in recognition of Dating Violence Awareness & Prevention Month.
 - B. Richard Dye of Pacific Gas & Electric, Government Relations Division, provided information regarding the Pipeline Safety Enhancement Program (PSEP), including results of the recent hydrostatic pressure testing that was performed in Turlock and an upcoming area pipeline replacement project.
 3. **A. SPECIAL BRIEFINGS:** None
 - B. STAFF UPDATES**
 1. City Clerk Kellie Weaver provided information regarding upcoming Board, Commission, and Committee vacancies.
 2. Development Services Director Mike Pitcock provided an update on capital projects and development activity, including permit tracking, Harding Drain Bypass Project, Golden State Median Project, Sewer Lift Station at West Main Street/Clinton, and Fulkerth Road Overlay Project.
 3. Police Chief Robert Jackson provided an update on the Mayor's Gang Task Force, including their history, purpose, accomplishments, and ongoing activities.
 - C. PUBLIC PARTICIPATION:** None
 4. **A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA**
Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.
 - B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:**
Mayor Lazar advised he would not participate in Closed Session Item 11A due to a potential conflict of interest.

DRAFT

5. **CONSENT CALENDAR:**

Mayor Lazar noted requests that Item 5C be removed from the Consent Calendar to be brought back at a future meeting and Items 5F, 5H, and 5I be removed for separate consideration.

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

- A. **Resolution No. 2013-025** Accepting Demands of 1/10/13 in the amount of \$939,515.09; Demands of 1/18/13 in the amount of \$860,232.88
- B. Motion: Accepting Minutes of Special Meeting of January 22, 2013; Minutes of Regular Meeting of January 22, 2013
- C. *Removed from Consent Calendar to be brought forward at a later date.*
- D. Motion: Accepting improvements for City Project No. 12-51, "Re-roof of Marty Yerby Center," and authorizing the City Engineer to file a Notice of Completion
- E. 1. Motion: Awarding bid and approving an agreement in the amount of \$5,344.80 with JKB Development, of Turlock, California, for City Project No. 12-58, "Chamber of Commerce Building Repair"
2. **Resolution No. 2013-026** Appropriating \$5,969 to account number 241-00-000-228.51301 "City Facility Repairs" to be funded using insurance proceeds received for damages and accounted for in account number 241-00-000-228.37220 "Insurance Recoveries"
- F. *Removed for separate consideration.*
- G. **Resolution No. 2013-027** Approving Turlock Municipal Airport Development Standards and Turlock Municipal Airport Minimum Standards
- H. *Removed for separate consideration.*
- I. *Removed for separate consideration.*
- J. Motion: Approving the contract renewal between the City of Turlock and the Turlock Umpire Group to officiate the adult league softball programs
- K. Motion: Approving the Memorandum of Understanding between the City of Turlock and the Turlock Youth Soccer Association for the use of Turlock Regional Sports Complex for designated youth soccer programs and tournaments within the community
- L. **Resolution No. 2013-028** Authorizing the relocation of the trunking radio system used by the City of Turlock from the Turlock Police Department to the Turlock Public Safety Facility, including the purchase of new equipment by Delta Wireless, Inc., of Turlock, California, in an amount not to exceed \$260,000
- M. **Resolution No. 2013-029** Authorizing the purchase of Haworth panel systems, freestanding furniture, chairs and accessories from Warden's of Modesto, California, through the U.S. Communities Purchasing Program for the Turlock Public Safety Facility, in an amount not to exceed \$260,000, without compliance to the formal bid procedure
- N. **Resolution No. 2013-030** Amending the salary range for the job classification of Fire Chief from 38.1 to 39.1 to be consistent and equitable with other department directors, effective February 16, 2013
- O. Motion: Rejecting Claim for Damages filed by Kevin E. Chase
- P. Motion: Rejecting Claim for Damages filed by Gonzalo Campos
- Q. Motion: Rejecting Claim for Damages filed by Daljit Singh Atwal
- R. Motion: Rejecting Claim for Damages filed by Bobby Atwal

Item 5F

Housing Program Services Manager Maryn Pitt presented the staff report on the request to approve a purchase and sale agreement with Tiare LLC for the purchase of two (2) remaining parcels, more particularly described as Stanislaus County APN Nos. 042-010-021 and 042-010-022, for the construction of the second phase of the new Turlock Regional Transit Center, City Project No. 12-60.

Council and staff discussion included an explanation of the purchase price being greater than appraised value, funding sources, and benefits of obtaining the parcels at the present time.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember Nascimento, Approving a purchase and sale agreement with Tiare LLC for the purchase of two (2) remaining parcels, more particularly described as Stanislaus County APN Nos. 042-010-021 and 042-010-022, for the construction of the second phase of the new Turlock Regional Transit Center, City Project No. 12-60, in the amount of \$1,537,929 plus escrow closing costs, with the total cost not to exceed \$1,544,000, to include the green sheeted letter from the U.S. Department of Transportation Federal Transit Administration regarding City of Turlock Property Appraisals. Motion carried unanimously.

Item 5H

Municipal Services Director Dan Madden presented the staff report on the request to approve the First Amendment to the Cost Sharing Agreement between the Cities of Ceres, Hughson, Modesto, and Turlock for additional consulting services needed to complete the East Stanislaus Integrated Regional Water Management Plan (IRWMP) and authorize the execution of related documents.

Council discussion included the potential for future funding consideration.

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

Action: Motion by Councilmember White, seconded by Councilmember DeHart, Approving the First Amendment to the Cost Sharing Agreement between the Cities of Ceres, Hughson, Modesto, and Turlock for additional consulting services needed to complete the East Stanislaus Integrated Regional Water Management Plan (IRWMP). Motion carried unanimously.

Motion by Councilmember White, seconded by Councilmember DeHart, Authorizing the City Manager to execute all documents related to the First Amendment to the Cost Sharing Agreement for the preparation of the East Stanislaus Integrated Regional Water Management Plan (IRWMP) as well as all future documents pertaining to the project. Motion carried unanimously.

Item 5I Municipal Services Director Dan Madden presented the staff report on the request to approve a restructuring in the scope of work for the North Valley Regional Recycled Water Program (NVRWWP) to focus on the Delta Mendota Canal (DMC) conveyance option as the preferred alternative and to authorize the City Manager to execute any and all documents pertaining thereto

Council discussion included potential benefits of the project.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, Approving a restructuring in the scope of work for the North Valley Regional Recycled Water Program (NVRWWP) to focus on the Delta Mendota Canal (DMC) conveyance option as the preferred alternative and to authorize the City Manager to execute any and all documents pertaining thereto. Motion carried unanimously.

6. FINAL READINGS:

- A. **Ordinance No. 1178-CS**, Amending Turlock Municipal Code Title 8, Chapter 1, Article 1, Section 6, regarding the adoption of building fees by Resolution as introduced on January 22, 2013 was unanimously passed and adopted.
- B. **Ordinance No. 1179-CS**, Adding Turlock Municipal Code Title 6, Chapter 1, Article 1, Section 17, regarding the permitting of Rescue Groups as introduced on January 22, 2013 was unanimously passed and adopted.

7. PUBLIC HEARINGS

- A. City Manager Roy Wasden presented the staff report on the request to amend Turlock Municipal Code Title 2, Chapter 1, Article 02, to change the hour regular City Council meetings are held.

Council discussion included past concerns/benefits of the proposed change.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, introducing an Ordinance Amending Turlock Municipal Code Title 2, Chapter 1, Article 02, to change the hour regular City Council meetings are held and setting the final reading for February 26, 2013. Motion carried unanimously.

- B. Fire Chief Tim Lohman presented the staff report on the request to approve amendments to Turlock Municipal Code Title 4, Chapter 3, Article 4, entitled "Fireworks."

Council discussion included required documentation for non-profit organizations.

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

Mayor Lazar invited Former Councilmember, Attorney Ron Hillberg and Turlock Chamber of Commerce CEO Sharon Silva to address the Council regarding non-profit organizations and documentation.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, introducing an Ordinance Approving amendments to Turlock Municipal Code Title 4, Chapter 3, Article 4, entitled "Fireworks" and setting the final reading for February 26, 2013. Motion carried with Councilmember White dissenting.

8. **SCHEDULED MATTERS:**

- A. City Manager Roy Wasden presented the staff report on the request to authorize staff to support the positive benefits of the Enterprise Zone program in local communities and on a statewide economic level and communicate support for Enterprise Zones and opposition to any proposal that would threaten their existence.

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

Action: **Resolution No. 2013-031** Authorizing staff to support the positive benefits of the Enterprise Zone program in local communities and on a statewide economic level and communicate support for Enterprise Zones and opposition to any proposal that would threaten their existence was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

- B. Municipal Services Director Dan Madden presented the staff report on the request to recommend payment in the amount of \$3,000 from Fund 410-51-530.43319 "Regulatory Fees" to the State Water Pollution Cleanup and Abatement Account as settlement of an Administrative Civil Liability Complaint R5-2013-0505.

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

Action: Motion by Councilmember White, seconded by Councilmember Bublak, Recommending payment in the amount of \$3,000 from Fund 410-51-530.43319 "Regulatory Fees" to the State Water Pollution Cleanup and Abatement Account as settlement of an Administrative Civil Liability Complaint R5-2013-0505. Motion carried unanimously.

- C. Parks, Recreation & Community Facilities Superintendent Erik Schulze presented the staff report on the request to authorize the filling and replacement of three (3) current vacant positions within the Parks, Recreation and Public Facilities Division through an in-house recruitment of full time, part time and volunteer/intern staff, and outside recruitment if needed.

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

Action: **Resolution No. 2013-032** Authorizing the filling and replacement of three (3) current vacant positions within the Parks, Recreation and Public Facilities Division through an in-house recruitment of full time, part time and volunteer/intern staff, and outside recruitment if needed was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Bublak ask that consideration be given to holding regular City Council meetings at an off-site location on a quarterly basis and asked that a report be brought forward at the next Council meeting.

10. COUNCIL COMMENTS:

Councilmember Bublak expressed interest in collaborating with California State University, Stanislaus on a "Family Day" to highlight the University and showcase Turlock to university students and their families.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session items.

As noted previously under Declarations of Conflicts of Interest, Mayor Lazar recused himself from participation in Closed Session Item 11A.

- 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

Action: No reportable action.

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

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

DRAFT

12. **ADJOURNMENT:**

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn at 8:28 p.m.
Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

DRAFT



Council Synopsis

5C

February 26, 2013

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

Prepared by: Anthony R. Orosco, P.E., Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the agreement with Carollo Engineers of Walnut Creek, California, for an additional ten (10) months of specialized engineering with no change in the original costs

2. DISCUSSION OF ISSUE:

The City of Turlock has need for master planning services for City Project No. 10-35, "Sanitary Sewer Master Plan" and City Project No. 10-36, "Stormwater Master Plan." The master plans will serve staff as a template for development of the new General Plan and will provide the necessary information to prepare a new fee nexus study for sewer and storm drain impacts brought on by development.

At the October 25, 2011, meeting, Council awarded both master plan projects to Carollo Engineers of Walnut Creek, CA. Carollo Engineers has been moving forward with the preparation of the Sewer and Stormwater Master Plans. However, progress has been curbed by the progress of the General Plan, as much of the basis for the Sewer and Stormwater Master plans is dependent on the expected needs identified in the General Plan. City Staff now ask that Council amend the Agreement with Carollo Engineers to add an additional ten (10) months to the duration of the agreement. Carollo Engineers has not requested additional compensation.

3. BASIS FOR RECOMMENDATION:

- A) Per City Policy, approval of the Agreement is required prior to execution of the contract with the consultant.
- B) The project will ensure that the City of Turlock is capable of meeting anticipated water and pressure demands.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):**
- c. Develop and Execute a Municipal Services Strategic Plan
 - ii). Wastewater
 - iii). Stormwater

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Carollo Engineers has not requested additional compensation with the additional time. The original compensation is \$345,200 of which \$192,800 shall be from Non-General Fund account number 410-51-530.43337, "Sewer Master Plan," for City Project No. 10-35, "Sanitary Sewer Master Plan" and \$152,400 from Non-General Fund account number 411-51-536.43345, "Update Storm Drain Master Plan Fee Program for City Project No. 10-36, "Stormwater Master Plan."

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) Reject Amendment No. 1 to this consultant agreement. Staff does not recommend this alternative since the City must have adequate sanitary sewer and stormwater capacities for the future build out of the General Plan. Master Plans for each of these systems will help City Staff provide these utility services as development continues.



**AMENDMENT NO. 1
to
Agreement
between
CITY OF TURLOCK
and
CAROLLO ENGINEERS
for
Engineering Consulting Services
City Project No. 10-35, "Sanitary Sewer Master Plan" and
City Project No. 10-36, "Stormwater Master Plan"**

THIS AMENDMENT NO. 1, dated February 26, 2013, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **CAROLLO ENGINEERS**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated October 25, 2011, whereby CONTRACTOR would perform engineering consulting services for City Project No. 10-35, "Sanitary Sewer Master Plan" and City Project No. 10-36, "Stormwater Master Plan."

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

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

"5. **TERM OF AGREEMENT:** This agreement shall become effective upon execution and shall continue in full force and effect beginning October 25, 2011, and ending December 31, 2013, subject to City's availability of funds.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

OK for Agenda
[Signature]

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

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CAROLLO ENGINEERS

By: _____

Print Name: _____

Title: _____

Date: _____



Council Synopsis

5D
February 26, 2013

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 Amendment No. 3 for an additional one (1) year extension of the Special Services Contract No. 10-824 for Economic and Planning Systems, Inc., to provide professional economic and planning services for City Project No. 10-54, "Morgan Ranch Master Plan," in an amount not to exceed \$30,000 (Fund 305)

Motion: Approving Amendment No. 3 for an additional one (1) year extension of the attached Special Services Contract No. 10-825 for Omni Means, Ltd., to provide professional transportation and traffic design services for City Project No. 10-54, "Morgan Ranch Master Plan," in an amount not to exceed \$37,850 (Fund 305)

Resolution: Appropriating \$9,520 to account number 305-40-444.47086 "Morgan Ranch Master Plan" to be funded through a transfer from Fund 305 "Capital Facility Fees Contingency Reserve" to fund the increased costs associated with the additional work performed by Omni Means, Ltd., on City Project No. 10-54, "Morgan Ranch Master Plan"

2. DISCUSSION OF ISSUE:

The "Morgan Ranch" area of the City of Turlock is bounded by Lander Ave. on the west, Highway 99 on the south, E. Glenwood Ave. on the north and Golf Road on the east. The properties contained within this area were annexed to the City of Turlock in 1994 with the condition that a specific plan be developed to establish an infrastructure master plan fee to ensure implementation of necessary improvements. This specific plan was never prepared.

At the July 13, 2010 meeting the City Council approved an amendment to the FY 2009/10 budget to appropriate \$260,000 from Fund 305 "Capital Facility

Contingency" reserve to cover consultant and staff expenses associated with the preparation of the Morgan Ranch Master Plan. Council also directed staff to proceed with the development of the necessary master plan.

Staff has been moving forward with the preparation of the Morgan Ranch Master Plan and needs continued consultant support for the following two items: Economic Planning Systems, Inc. will continue to assist with the Morgan Ranch Master Plan fee nexus studies at an estimated cost of \$30,000 and Omni Means Ltd. will continue to provide traffic modeling and engineering support for the environmental impact report at an estimated cost of \$47,370.

The City Council approved the two consultant agreements August 24, 2010 in the amount of \$30,000 for Economic Planning Systems, Inc. and \$37,850 for Omni Means, Ltd.

On January 11, 2011, and January 10, 2012, Council approved one (1) year extensions to both contracts due to the complexity of the project. Although there has been tremendous progress, a considerable amount of work remains. Therefore, Staff recommends extending both contracts for an additional year to provide the consultants with the necessary time to complete the work, as well as increase the total compensation to Omni-Means, Ltd. in an amount not to exceed \$9,520 for additional work performed on the project.

3. BASIS FOR RECOMMENDATION:

- A) All contracts and contract extensions must be approved by the City Council. Approval of these contracts is required to continue the master planning process.

Strategic Plan Initiative F. INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s): c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF,CFD)

- f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

With the passage of the associated budget amendment, funds will be available in line item 305-40-444.47086 "Morgan Ranch Master Plan." The maximum expenditures for both agreements will amount to \$77,370.

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

Budget Amendment

A budget amendment in the amount of \$9,520 is necessary to fund the costs associated with additional work performed by Omni Means, Ltd. on this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

1. Not approve the extensions to the agreements with Economic and Planning Systems, Inc., or Omni Means. Ltd. This alternative is not recommended because staff believes it is in the City's interest to position itself for future development in the Morgan Ranch Master Plan Area.
2. The City Council may decide to amend certain conditions of the contracts.

Morgan Ranch Master Plan Area
(Not to scale)





AMENDMENT NO. 3
to
Agreement
between
CITY OF TURLOCK
and
ECONOMIC AND PLANNING SYSTEMS, INC.

THIS AMENDMENT NO. 3, dated February 26, 2013, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **ECONOMIC AND PLANNING SYSTEMS, INC.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated August 24, 2010, whereby CONTRACTOR would perform the preparation of a proposed Morgan Ranch Master Plan Financing Strategy and Fee Nexus Study, (hereinafter the "Agreement"); and

WHEREAS, on January 11, 2011, the parties entered into Amendment No. 1 to the Agreement dated August 24, 2010, whereby CONTRACTOR was provided with additional time to complete the original scope of work; and

WHEREAS, on January 10, 2012, the parties entered into Amendment No. 2 to the Agreement dated August 24, 2010, whereby CONTRACTOR was provided with additional time to complete the original scope of work.

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

1. Paragraph 5 of the Agreement is amended to read as follows:
 - "5. **TERM OF AGREEMENT:** This agreement shall become effective upon execution and shall continue in full force and effect beginning August 24, 2010, and ending December 31, 2013, subject to City's availability of funds.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

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

OK for Agenda

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

ECONOMIC AND PLANNING SYSTEMS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____



**AMENDMENT NO. 3
to
Agreement
between
CITY OF TURLOCK
and
OMNI MEANS, LTD.**

THIS AMENDMENT NO. 3, dated February 26, 2013, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **OMNI MEANS, LTD.**, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated August 24, 2010, whereby CONTRACTOR would perform an Alternatives Analysis and Transportation Impact Analysis Report (TIAR) for City Project 10-54, "Morgan Ranch Master Plan," (hereinafter the "Agreement"); and

WHEREAS, on January 11, 2011, the parties entered into Amendment No. 1 to the Agreement dated August 24, 2010, whereby CONTRACTOR was provided with additional time to complete the original scope of work; and

WHEREAS, on January 10, 2012, the parties entered into Amendment No. 2 to the Agreement dated August 24, 2010, whereby CONTRACTOR was provided with additional time to complete the original scope of work.

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

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

"1. SCOPE OF WORK: CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide professional civil engineering and transportation planning services for City Project No. 10-54, "Morgan Ranch Master Plan," and shall perform such services in accordance with the specifications attached hereto as Exhibit A.

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

the scope of services set forth in Amendment No. 2, and the added scope of services attached to this Amendment No. 3 as Exhibit A, which are necessary and required to provide professional civil engineering and transportation planning services, and shall perform such services in accordance with the specifications attached to the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3."

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

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Nine Thousand Five Hundred Twenty and No/100^{ths} Dollars (\$9,520.00) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 shall not exceed Forty-Seven Thousand Three Hundred Seventy and No/100^{ths} Dollars (\$47,370.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3."

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

"5. **TERM OF AGREEMENT:** This agreement shall become effective upon execution and shall continue in full force and effect beginning August 24, 2010, and ending December 31, 2013, subject to City's availability of funds.

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

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

CITY OF TURLOCK

OMNI MEANS, LTD.

By: _____
Roy W. Wasden, City Manager

By: _____

APPROVED AS TO SUFFICIENCY:

Print Name: _____

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

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



December 14, 2012

Mike Pitcock
City of Turlock
156 South Broadway Street, Suite 150
Turlock, CA 95380

RE: Extra Work Authorization #1 – Morgan Ranch Project EIR– Traffic Impact Study

Mike:

In response to your request, Omni-Means is pleased to submit this additional scope of work to address the reanalysis of the Morgan Ranch project within the context of the new preferred General Plan Alternative. Over the past several weeks refinement to the surrounding planned circulation improvements have been identified such that the revised Morgan Ranch (Southeast Master Plan Subarea) can be finalized. The entire Scope of Work, cost estimate, and schedule, as attached, reflects the overall effort to update the “*Cumulative Conditions*”, which includes the proposed Morgan Ranch project.

As presented in the attached material, the updated draft traffic study will be completed for inclusion in the Draft and Final EIR within four (4) weeks from written authorization. We will send the updated draft study to the City and lead environmental consultant for review and inclusion into the DEIR and FEIR documents.

Our fee to perform this update work will be \$9,520 as summarized in the attached Section B. We have included one (1) additional meeting. Additional meetings that are required will be left to your discretion. We will be available to attend these meetings only with your prior authorization. These meetings would be billed on a Time and Materials basis.

We look forward to working with you on this project. Please feel free to give me a call if you have any questions.

Sincerely,

OMNI-MEANS, Ltd.
Engineers & Planners

Martin R. Inouye
Principal

MRI:mri (M832EWA002.DOC)
Attachments

Cc: Mike Cooke-City of Turlock, Steve McMurtry-Quad Knopf

Section

A SCOPE OF WORK

**MORGAN RANCH PROJECT IN THE CITY OF TURLOCK
TRAFFIC IMPACT STUDY - EXTRA WORK AUTHORIZATION
City of Turlock**

PHASE I – PROJECT MANAGEMENT

Task E1 Project Management. Omni-Means will continue to maintain good communication with the City, and lead environmental consultant, as required. One project or public meeting is included within this scope and budget.

PHASE II – FUTURE CONDITIONS ANALYSIS

Task E2 Year 2035 Cumulative Conditions Analysis. Based on the results of the preferred General Plan Alternative as approved by City Council in September, 2012, a new Cumulative Conditions weekday AM and PM peak hour trip volumes that includes the proposed Morgan Ranch Project will be created. The potential LOS impacts at all study area critical intersections and roadways of the project will be determined for this revised cumulative condition.

Task E3 Mitigation Measures. Intersection and roadway improvements required to mitigate the traffic impacts identified in Task E2 for Cumulative Conditions, including the proposed project will be documented. These improvements could include, but are not limited to, intersection, roadway widening, signalization, channelization, turning movement restrictions, additional facilities, or TDM measures. Levels of Service values will be reported for each of these mitigated conditions.

PHASE IV – REPORT PREPARATION AND AGENCY MEETINGS

Task E4 Revise Cumulative Conditions of the Traffic Study Project. The analysis conducted in Tasks E1 through E3 will be summarized in text, tables, and figures to explain the technical evaluation and recommendations. Three copies of the draft study will be prepared and submitted to the lead environmental consultant for their review, comment and inclusion into the Final EIR.



Section

B PROJECT SCHEDULE AND COST ESTIMATE

**MORGAN RANCH PROJECT IN THE CITY OF TURLOCK
TRAFFIC IMPACT STUDY – EXTRA WORK AUTHORIZATION
City of Turlock**

As outlined in the following spreadsheet, the revised draft traffic study will be completed for inclusion into the Final EIR within four (4) weeks. Our fee to perform this work is \$9,510 as summarized below. We have included one (1) additional meeting.

Task	Task Description	Project Schedule	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Principal	Project Engineer	Technical Staff	Clerical	Outside Services/	Total Hours	Total Cost	
			\$215	\$116	\$105	\$70															
Phase 1 - Project Mangement																					
	Task E1	Project Management		6																6	\$1,290
Phase 2 - Future Conditions Analysis																					
	Task E2	Year 2035 Cumulative Conditions Analysis.		4	24	2														30	\$3,854
	Task E3	Mitigation Measures.		2	8	2														12	\$1,568
Phase 3 - Revise Report																					
	Task E4	Revise Traffic Study Report		4	8	6	4											\$100		22	\$2,798
				16	40	10	4													70	
				\$3,440	\$4,640	\$1,050	\$280											\$100			\$9,510



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2013-
\$9,520 TO ACCOUNT NUMBER 305-40-	}	
444.47086 "MORGAN RANCH MASTER	}	
PLAN" TO BE FUNDED THROUGH A	}	
TRANSFER FROM FUND 305 "CAPITAL	}	
FACILITY FEES CONTINGENCY	}	
RESERVE" TO FUND THE INCREASED	}	
COSTS ASSOCIATED WITH THE	}	
ADDITIONAL WORK PERFORMED BY	}	
OMNI MEANS, LTD., ON CITY PROJECT	}	
NO. 10-54, "MORGAN RANCH MASTER	}	
PLAN"	}	
_____	}	

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

WHEREAS, on July 13, 2010, the City Council approved a budget amendment to the FY 2009/10 budget to appropriate \$260,000 from Fund 305 "Capital Facility Contingency" reserve to cover consultant and staff expenses associated with the preparation of the Morgan Ranch Master Plan; and

WHEREAS, on August 24, 2010, the City entered into an agreement with Omni Mean, Ltd. ("Consultant"), for professional transportation and traffic design services; and

WHEREAS, the complexity of the project has resulted in additional work for the Consultant, as well as additional costs to the City for the completion of this work in the amount of \$9,520; and

WHEREAS, additional funds in excess of \$9,520, currently exist in Fund 305 Capital Facility Fees Contingency Reserve and are recommended for use with City Project No. 10-54, "Morgan Ranch Master Plan."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$9,520 to account number 305-40-444.47086 "Morgan Ranch Master Plan" to be funded through a transfer from Fund 305 "Capital Facility Fees Contingency Reserve" to fund the increased costs associated with the additional work performed by Omni Means, Ltd., on City Project No. 10-54, "Morgan Ranch Master Plan."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



Council Synopsis

5E

February 26, 2013

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

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of \$884,488 with Granite Construction Company of Watsonville, California, for City Project No.11-34, "Fulkerth Road Rehabilitation"

Resolution: Appropriating \$192,800 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 11-34, "Fulkerth Road Rehabilitation," to complete the necessary funding required for the project

2. DISCUSSION OF ISSUE:

On January 31, 2013, staff received four bids for City Project No. 11-34, "Fulkerth Road Rehabilitation." Granite Construction Company of Watsonville, California, was the lowest responsible bidder with a bid in the amount of \$884,488.00.

Bid Summary:

COMPANY NAME	BID AMOUNT
Teichert Construction	\$803,982.85
Granite Construction Company	\$884,488.00
George Reed, Inc.	\$893,110.50
Knife River Construction	\$964,700.58

The bid received from Teichert Construction was rejected as staff determined the bid to be unresponsive. Federal requirements for federally funded projects, which this project is, require the contractor to submit documents identifying Disadvantaged Business Enterprise (DBE) proposed to be used with their bid. If the contractor did not meet the goal established by the City, the contractor must document their "good faith efforts" and submit them to the City for acceptance. Teichert Construction failed to submit the required DBE documents and therefore, staff had to determine Teicherts bid to be unresponsive. Any bid that is determined to be unresponsive

disqualifies the contractor from being a responsible bidder and no further consideration is given to their bid.

This project utilizes federal funds from the RSTP program that the City receives on an annual basis and will rehabilitate Fulkerth Road from State Route 99, eastward to Golden State Boulevard. The project will install rubberized asphalt and will be the first application of its kind within the City of Turlock. This technology has been available and used for decades and offers some significant benefits over a more traditional asphalt road. The benefits of rubberized asphalt technology, as compared to traditional asphalt roads, include:

- Longer service life,
- Less maintenance,
- Noise reduction,
- Reduces the amount of waste tires in California.

This project is expected to use approximately 11,500 scrap tires exclusively from California. To offset the cost of using rubberized asphalt, the City received a grant from CalRecycle in the amount not to exceed \$122,500.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) The funding for this project is comprised of a majority of federal and state funding (\$767,448) and these funds must be used for this project or the City will forfeit all of these funds.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

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

iv) Streets/Roadways

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$1,046,636	\$884,488	\$88,448	\$60,000	\$13,700

This project is funded by multiple funding sources as identified below.

- RSTP \$647,448
- CalRecycle \$122,500
- Section 2103 Gas Tax Funds \$276,688

When the 2012/13 budget was prepared, staff estimated using \$83,888 in Section 2103 Gas Tax Funds for matching (to RSTP monies) and costs not covered by federal funds. Staff requests the transfer of \$192,800 in additional Section 2103 Gas Tax Funds from Fund 217 to complete the funding package for this project. The additional Gas Tax Funds sought after have already been approved for a street rehabilitation project and are available to support this request. With the approval of the transfer, sufficient funds will be appropriated in account number 215-40-420. 51210 "Fulkerth Road Rehabilitation (#11-34)" for the anticipated project cost of \$1,247,401.52.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of rehabilitation to an existing roadway that does not involve expansion of use beyond that which currently exists. In accordance with Section 15301 (d) of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorically exempt from the provisions in CEQA.

7. ALTERNATIVES:

1. Reject all bids submitted for this project. Staff does not recommend this alternative because the work needs to be completed and the funding is available specifically for this project.

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Fulkert Road Rehabilitation
 PROJECT NUMBER: 11-34
 BID OPENING: January 31, 2013

ANTICIPATED COUNCIL AWARD DATE: February 26, 2013

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Teichert Construction		Granite Construction		George Reed, Inc.		Knife River Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$43,000.00	\$43,000.00	\$85,000.00	\$85,000.00	\$75,000.00	\$75,000.00
2	Construction Project Sign	EA	2	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$700.00	\$1,400.00
3	Soil Disturbance Lead Compliance Plan & Traffic Striping and Pavement Marking Removal Compliance Plan	LS	1	\$7,500.00	\$7,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
4	Remove Existing Improvements	LS	1	\$21,500.00	\$21,500.00	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00
5	Remove Thermoplastic Traffic Stripes/Markings and Pavement Markers	LS	1	\$1,250.00	\$1,250.00	\$19,000.00	\$19,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00
6	Clearing and Grubbing	LS	1	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00
7	Earthwork	LS	1	\$11,500.00	\$11,500.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$12,000.00	\$12,000.00
8	Minor Concrete (Sidewalk)	SF	196	\$6.00	\$1,176.00	\$125.00	\$24,500.00	\$8.00	\$1,568.00	\$17.00	\$3,332.00	\$10.50	\$2,058.00
9	Access Ramp (Retrofit)	EA	11	\$700.00	\$7,700.00	\$400.00	\$4,400.00	\$400.00	\$4,400.00	\$400.00	\$4,400.00	\$720.00	\$7,920.00
10	Access Ramp	EA	8	\$4,500.00	\$36,000.00	\$500.00	\$4,000.00	\$4,000.00	\$32,000.00	\$1,850.00	\$14,800.00	\$3,000.00	\$24,000.00
11	Grinding	SY	38,990	\$1.25	\$48,737.50	\$1.15	\$44,838.50	\$1.50	\$58,485.00	\$1.60	\$62,384.00	\$2.20	\$85,778.00
12	RHMA-G	TON	4,605	\$97.00	\$446,685.00	\$100.00	\$460,500.00	\$90.00	\$414,450.00	\$93.00	\$382,215.00	\$100.00	\$460,500.00
13	Adjusting Frames and Covers to Grade	EA	110	\$350.00	\$38,500.00	\$50.00	\$5,500.00	\$650.00	\$71,500.00	\$650.00	\$71,500.00	\$400.00	\$44,000.00
14	Adjust Utility Box to Grade	EA	1	\$800.00	\$800.00	\$300.00	\$300.00	\$100.00	\$100.00	\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00
15	Traffic Signal Detector System	LS	1	\$39,500.00	\$39,500.00	\$58,000.00	\$58,000.00	\$47,000.00	\$47,000.00	\$54,000.00	\$54,000.00	\$60,000.00	\$60,000.00
16	Detail 39	LF	5,847	\$1.00	\$5,847.00	\$0.70	\$4,092.90	\$0.70	\$4,092.90	\$0.75	\$4,385.25	\$0.76	\$4,443.72
17	Detail 10	LF	7,713	\$1.00	\$7,713.00	\$1.40	\$10,808.20	\$0.40	\$3,085.20	\$0.50	\$3,856.50	\$0.51	\$3,933.63
18	Detail 29	LF	228	\$1.00	\$228.00	\$1.00	\$228.00	\$1.00	\$228.00	\$2.00	\$456.00	\$2.05	\$467.40
19	Detail 36	LF	1,112	\$1.00	\$1,112.00	\$1.00	\$1,112.00	\$1.00	\$1,112.00	\$1.00	\$1,112.00	\$1.00	\$1,112.00
20	Detail 39A	LF	2,013	\$1.00	\$2,013.00	\$0.75	\$1,509.75	\$0.70	\$1,409.10	\$0.75	\$1,509.75	\$0.76	\$1,529.88
21	Detail 23	LF	505	\$1.00	\$505.00	\$1.00	\$505.00	\$1.00	\$505.00	\$1.00	\$505.00	\$1.00	\$505.00
22	Detail 26	LF	1,725	\$1.00	\$1,725.00	\$1.00	\$1,725.00	\$0.10	\$172.50	\$0.20	\$345.00	\$0.20	\$345.00
23	Detail 22	LF	5,260	\$1.00	\$5,260.00	\$1.10	\$5,786.00	\$1.10	\$5,786.00	\$1.00	\$5,260.00	\$1.00	\$5,260.00
24	12" White Striping	LF	1,363	\$3.00	\$4,089.00	\$2.85	\$3,884.55	\$2.85	\$3,884.55	\$2.00	\$2,726.00	\$2.05	\$2,794.15
25	Pavement Markings	SF	1,278	\$3.00	\$3,834.00	\$4.50	\$5,751.00	\$4.50	\$5,751.00	\$3.00	\$3,834.00	\$3.10	\$3,961.80
26	Temporary Traffic Control Plan	LS	1	\$17,500.00	\$17,500.00	\$17,500.00	\$17,500.00	\$49,208.75	\$49,208.75	\$70,000.00	\$70,000.00	\$86,000.00	\$86,000.00

27	Prep the Existing Surface	LS	1	\$20,000.00	\$20,000.00	\$19,000.00	\$30,000.00	\$30,000.00	\$6,000.00	\$6,000.00	\$12,000.00	\$12,000.00
28	Storm Drain Pipe	LF	63	\$25.00	\$1,575.00	\$200.00	\$250.00	\$15,750.00	\$130.00	\$8,190.00	\$234.00	\$14,742.00
29	Remove & Replace Catch Basin	LS	1	\$5,100.00	\$5,100.00	\$1,400.00	\$4,000.00	\$4,000.00	\$3,800.00	\$3,800.00	\$3,000.00	\$3,000.00
30	Manhole (60")	EA	1	\$5,100.00	\$5,100.00	\$3,700.00	\$8,000.00	\$8,000.00	\$10,500.00	\$10,500.00	\$4,200.00	\$4,200.00
31	Digout Near STA 37+20	LS	1	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
32	Digout Near STA 42+60	LS	1	\$7,200.00	\$7,200.00	\$1,250.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
33	Replace Manhole Lid	EA	2	\$200.00	\$400.00	\$300.00	\$250.00	\$500.00	\$650.00	\$1,300.00	\$225.00	\$450.00
Total =				\$783,649.50	\$1,027.55	\$884,488.00	\$893,110.50	\$964,700.58				

BID FOR TEICHERT CONSTRUCTION WAS REJECTED AS A UNRESPONSIVE BID. BIDDER FAIL TO SUBMIT REQUIRED DBE DOCU

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 11-34

Fulkerth Road Rehabilitation
STPL-5165(066)

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

GRANITE CONSTRUCTION COMPANY
P O BOX 50085
WATSONVILLE, CA 95077-5085

hereinafter called "Contractor" on this 26th day of February, 2013 (hereinafter called the "Agreement").

RECITALS

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

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

C On February 26, 2013, 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: grinding, minor concrete to comply with ADA, traffic signal detectors, hot mix asphalt overlay, striping 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. 11-34, "Fulkerth Road Rehabilitation STPL-5165(066)."**

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 **Eight Hundred Eighty Four Thousand Four Hundred**

Eighty Eight and NO/100ths Dollars (\$884,488.00). 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 **Thirty (30)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. Rights Of City To Increase Working Days:

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

8. Option Of City To Terminate Agreement In Event Of Failure To Complete Work:

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

9. Liquidated Damages:

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Thousand One Hundred and no/100ths Dollars (\$2,100.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an

amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. Performance By Sureties:

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

11. Disputes Pertaining To Payment For Work:

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

12. Permits, Compliance With Law:

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

13. Superintendence By Contractor:

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

14. Inspection By City:

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

15. Extra And/Or Additional Work And Changes:

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

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

16. Inspection And Testing Of Materials:

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

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

17. Permits And Care Of The Work:

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

18. Other Contracts:

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

19. Payments To Contractor:

Payments are to be made to the Contractor in accordance with the provisions of Section 9 of the General Conditions of said specifications in legally executed and regularly issued warrants of the city, drawn on the appropriate fund or funds as required by law and order of the City Council thereof. The Contractor shall be administered a progress payment approximately

every 30 calendar days from the time work begins according to the payment schedule furnished by the City Engineer at the time work begins.

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

20. Contract Security:

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

21. Hold-Harmless Agreement And Contractor's Insurance:

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

22. Contractor's Insurance:

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

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

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

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

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

(4) Surety bonds as described below.

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

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

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

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

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

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

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

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

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

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

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

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

(f) Verification of Coverage: Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

23. Proof Of Carriage Of Insurance:

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

24. Wages & Hours Of Employment:

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

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

25. Emergency - Additional Time For Performance - Procurement Of Materials:

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

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

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

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

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

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

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

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

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

26. Provisions Cumulative:

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

27. Taxes:

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

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

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

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

28. Notices:

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

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

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

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

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

28. Interpretation:

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

29. Antitrust Claims:

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

30. Change of Contract Price:

A. 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:

1. 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

2. 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
 3. If the change order is not determined as described in either 30.A.1 or 30.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 30.B.
- 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.

31 **Change of Contract Time:**

- A. 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:
1. Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
 2. 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.
- B. 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.

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 18 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

CITY OF TURLOCK, a municipal corporation

Roy W. Wasden, City Manager

Print Name

APPROVED AS TO SUFFICIENCY:

Address: _____

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

Phone: _____

APPROVED AS TO FORM:

Date: _____

Phaedra A. Norton, City Attorney

Federal Tax ID or
Social Security Number: _____

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. 11-34, "Fulkerth Road Rehabilitation STPL-5165(066),"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has
entered, or is about to enter, into a certain contract with the City of Turlock, entitled
"Agreement for **City Project No. 11-34, "Fulkerth Road Rehabilitation STPL-
5165(066),"** a true and correct copy of which agreement is presently on file in the office of the
City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part
hereof.

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

No prepayment or delay in payment and no change, extension, addition, or alteration of any
provision of said contract or in said plans and specifications agreed to between the Principal and
the City, and no forbearance on the part of the City, shall operate to release the Surety from

liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$192,800 TO ACCOUNT NUMBER 215- }
40-420-51210 "FEDERAL STREET }
PROJECTS" TO BE FUNDED VIA A }
TRANSFER OF SECTION 2103 GAS TAX }
MONIES FROM FUND 217 "GAS TAX }
FUND" FOR CITY PROJECT NO. 11-34, }
"FULKERTH ROAD REHABILITATION," }
TO COMPLETE THE NECESSARY }
FUNDING REQUIRED FOR THE PROJECT }

RESOLUTION NO. 2013-

WHEREAS, the City secured federal RSTP funds for the rehabilitation of Fulkerth Road from State Route 99 to Golden State Boulevard; and

WHEREAS, per the federal program guidelines, the City must provide a minimum funding match for the federal monies; and

WHEREAS, the City must utilize the federal funds for this specific project as identified through the NEPA process; and

WHEREAS, the Gas Tax Fund is specifically for the use of roadway rehabilitation; and

WHEREAS, these Gas Tax monies are available for use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$192,800 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 11-34, "Fulkerth Road Rehabilitation," to complete the necessary funding required for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

February 26, 2013

5F

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: Accepting improvements for City Project No. 12-52, "Fire Station No. 4 Roof Replacement," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On November 13, 2012, staff awarded a contract in the amount of \$18,768 to Pacific Valley Roofing, Inc. of Ceres, California for "Fire Station No. 4 Roof Replacement 2820 N. Walnut Rd., Turlock, CA 95380." The project was completed and passed inspection by the City on January 23, 2013.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative H. COMMUNITY PROGRAMS FACILITIES AND INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional funds are needed for the project.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

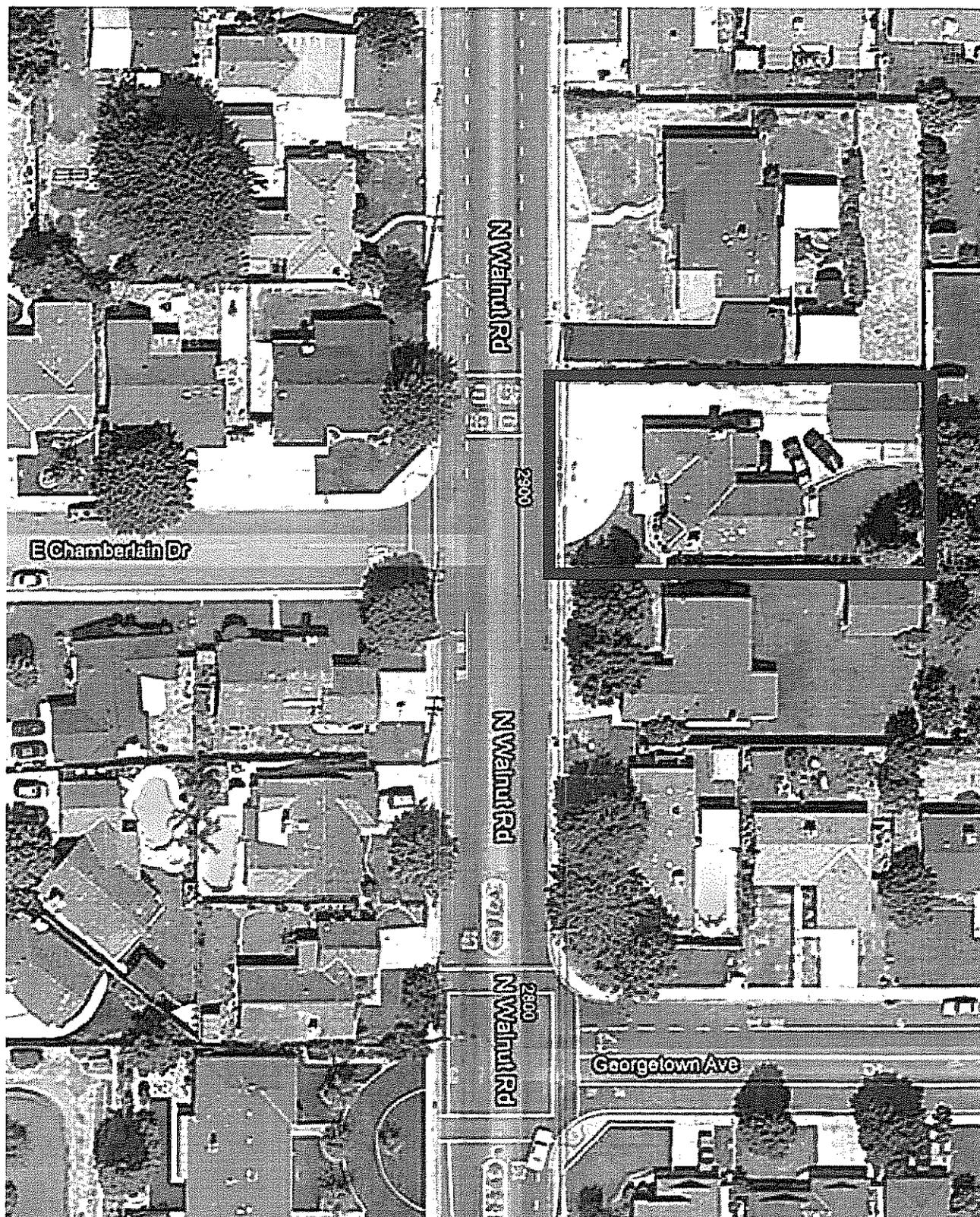
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

City Project No. 12-52
"Fire Station No. 4 Roof Replacement 2820 N. Walnut Rd., Turlock, CA 95380"



RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 12-52**

FIRE STATION NO. 4 ROOF REPLACEMENT

Notice is hereby given that work on the above-referenced project located on City's property at 2820 North Walnut Road in the City of Turlock, was completed by the undersigned agency on February 26, 2013. The contractor of work was Pacific Valley Roofing, Inc., Ceres, CA 95307, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on February 27, 2013 at Turlock, California, Stanislaus County



Council Synopsis

59

February 26, 2013

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

Prepared by: Stephen Fremming, P.E., Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of \$27,079 (Fund 410) with Champion Industrial Contractors, Modesto, California, for City Project No. 12-61, "HVAC Replacements at Turlock Regional Water Quality Control Facility"

2. DISCUSSION OF ISSUE:

On February 7, 2013, three (3) bids were received for City Project No. 12-61, "HVAC Replacements at Turlock Regional Water Quality Control Facility". Champion Industrial Contractors of Modesto, California, was the lowest responsible bidder with a bid in the amount of \$27,079.

Bid Summary:

COMPANY NAME	BID AMOUNT
Champion Industrial Contractors	\$27,079.00
Robic Refrigeration, Inc.	\$34,905.00
Saunders Air Conditioning and Heating	\$42,621.00

The scope of work of this project involves removal and replacement of three (3) heat pumps (cooling only) at the Turlock Regional Water Quality Control Facility. The units are roof mounted and serve to cool the electrical and mechanical equipment interior to the primary sludge pump station no. 2 building, primary electrical building, and the chemical feed building. The existing units are 10 years old and have experienced considerable corrosion of the evaporator and condenser coils and other internal appurtenances which have rendered the units inoperable. The cause of the corrosion appears to be the quality of the supply air, as the treatment plant process produces various gases that are damaging to metal materials. The new units proposed under this contract are to receive a protective coating to all of the internal coils and appurtenances, which should lengthen the life of each unit.

3. BASIS FOR RECOMMENDATION:

- A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
- B) The heat pumps (cooling only) are necessary for the operation of the electrical and mechanical equipment in these buildings.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

The electrical and mechanical equipment interior to the primary sludge pump station no. 2 building, primary electrical building, and the chemical feed building depend upon the removal of heat by roof top heat pumps (cooling only)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$32,779.00	\$27,079.00	\$1,000.00	\$2,000.00	\$2,700.00

Funding is available in line item number 410-51-534.43353, "RWQCF-OPS Building Repairs" for the proposed work.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- 1. Reject all bids submitted for this project. Staff does not recommend this alternative because the heat pumps (cooling only) are necessary for the operation of the electrical and mechanical equipment in these buildings.

City Project No. 12-61
HVAC Replacements at Turlock Regional Water Quality Control Facility



1. Primary sludge pump station no. 2
2. Primary electrical building
3. Chlorine chemical feed building

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: HVAC Replacements at Turlock Regional Water Quality Control Facility

PROJECT NUMBER: 12-61

BIDS ACCEPTED UNTIL: February 7, 2013

5:00 PM

ANTICIPATED COUNCIL AWARD DATE: February 26, 2013

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.			1		2		3	
				Unit Price	Total	Champion Industrial Contractors	Robic Refrigeration, Inc.	Saunders Air Conditioning and Heating				
1	Replace heat pump (No. 1*) at primary sludge pump station no. 2	LS	1	\$10,000.00	\$10,000.00	\$8,622.00	\$10,740.00	\$13,523.00	\$10,740.00	\$13,523.00	\$13,523.00	
2	Replace heat pump (No. 2*) at primary electrical building	LS	1	\$10,000.00	\$10,000.00	\$8,622.00	\$10,740.00	\$13,523.00	\$10,740.00	\$13,523.00	\$13,523.00	
3	Replace heat pump (No. 3*) at chlorine chemical feed building	LS	1	\$12,000.00	\$12,000.00	\$9,835.00	\$13,425.00	\$15,575.00	\$13,425.00	\$15,575.00	\$15,575.00	
Total =					\$32,000.00	\$27,079.00	\$34,905.00	\$42,621.00				

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 12-61

HVAC Replacements at Turlock Regional Water Quality Control Facility

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

CHAMPION INDUSTRIAL CONTRACTORS
P.O. BOX 4399
MODESTO, CA 95352

hereinafter called "Contractor" on this 26th day of February, 2013 (hereinafter called the "Agreement").

RECITALS

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

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

C On February 26, 2013, 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 follows:

BASE BID: REMOVE AND REPLACE THREE (3) HEAT PUMPS

- Disconnect and remove existing equipment from all refrigerant, condensate, electrical, and natural gas lines, as applicable. Removed equipment shall become the property of the contractor and shall be disposed of in a manner consistent with EPA regulations.
- Provide and install new HVAC units to replace existing equipment that meets or exceeds performance of the units being replaced in terms of cooling capabilities and efficiency ratings.
- New heat pump compressors shall be fully hermetically sealed, high efficiency, reciprocating, or scroll type, with internal and external vibration isolation, and equipped with high-pressure relief.
- Provide new heat pump units with factory charged R-410A refrigerant, or equal. R22 refrigerant may not be used.
- All evaporator and condenser coils shall be seamless copper tubes with mechanically bonded aluminum plate fins.
- Evaporator and condenser coils, internal piping, and appurtenances shall receive a factory applied phenol-formaldehyde thermosetting resinous coating (i.e. Heresite).
- Contractor shall match the existing control system of the existing unit.
- Provide the following equipment safety features with each heat pump: high-pressure switches, compressor overtemperature and overcurrent, loss of charge/low pressure switch, freeze stat on evaporator, lock out protection, and ambient compensation to the condenser controls.
- Provide power disconnect switch at each piece of unit; mount disconnect in NEMA Type 4X enclosure if exterior to unit; NEMA Type 1 enclosure if inside weather protected enclosure. Contractor may reuse the existing switch and enclosure if both are in good working order and are compatible with the electrical requirements of the new heat pump units.
- All electrical components shall be UL listed and meet the design and installation requirements of the National Electric Code (NEC).
- Unit casing shall be a minimum 22 gauge galvanized steel, bonderized, corrosion protected, and exterior coated with a baked enamel finish interior primer coated. The indoor air section compartment shall be insulated with minimum 1/2 inch thick, permanent, fireproof, odorless glass fiber material, and coated on the air side. Drain pan shall be non-corrosive.
- Provide submittal information for review by the Engineer consisting of the following information: system layout, mechanical diagrams, electrical power diagrams, control diagrams, materials, supports and seismic bracing calculations, manufacturer cut sheets, and proposed cutting and patching.
- Contractor shall assure that new heat pumps are compatible with existing utilities.
- Contractor shall test each unit for leaks and verify that neither existing utilities, the heat pump unit, or rain water leak through roof connection(s).
- Contractor shall assure that heat pumps are properly supported for the appropriate seismic and wind loads.
- Any and all plumbing modifications required to provide a working system shall be considered as included in the contract price for the work.
- For bidding purposes, Contractor shall assume existing ventilation system is adequate as-is. Air flow testing is not required.

- Contractor shall make all necessary connections and perform equipment start up and performance testing.
 - Provide 2 extra sets of filters per unit installed.
 - The contractor's warranty for labor shall be a minimum of one (1) year. Manufacturer's warranty for all materials shall be a minimum of one (1) year. The compressor warranty shall be a minimum of five (5) years. The evaporator and condenser coils warranty shall be a minimum of five (5) years. Provide a written warranty as well as warranty contact information. The warranty period will begin after performance testing of the installed units is complete.
 - State prevailing wage rates apply for all workers.
 - Contractor must carry insurance required by the City of Turlock's standard public improvement agreement.
 - Provide three (3) copies of Operations and Maintenance manuals for each unit installed.
 - A no-fee Encroachment Permit must be signed by the Contractor prior to the start of work. An encroachment permit helps the City maintain records of what work is being done, by whom, and during which period of time.
 - A Building Permit will not be required due to exemptions in the Building Code for public utilities.
 - Contractor will complete the entire scope of work, including any punch list items generated by inspection of the work, by June 1st, 2013.
- This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

2. The Contract:

The complete contract consists of the following documents: This agreement, 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 this Agreement.

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 **Twenty Seven Thousand Seventy Nine and no/100ths Dollars (\$27,079.00)**. 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 June 1, 2013.

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 **Five Hundred** and no/100ths Dollars (**\$500.00**) 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:

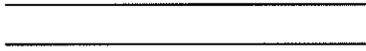
All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

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 21 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

CITY OF TURLOCK, a municipal corporation

Print Name

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

Address: _____

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

Phone: _____

APPROVED AS TO FORM:

Date: _____

Federal Tax ID or
Social Security Number: _____

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 12-61, "HVAC Replacements at Turlock Regional Water Quality Control Facility,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has
entered, or is about to enter, into a certain contract with the City of Turlock, entitled
"Agreement for **City Project No. 12-61, "HVAC Replacements at Turlock Regional
Water Quality Control Facility,"** a true and correct copy of which agreement is presently on
file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred
to and made a part hereof.

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

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

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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Council Synopsis

5H

February 26, 2013

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

Prepared by: Anthony R. Orosco, P.E., Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 3 to an Agreement with Neil O. Anderson and Associates, Inc., of Lodi, California, for special services for City Project No. 0804B, "Turlock Public Safety Facility," in an amount not to exceed \$34,978 (Fund 305), bringing the contract total to \$356,153

2. DISCUSSION OF ISSUE:

On March 8, 2011, under the advisement of WLC, Inc., the design firm and project manager for the Turlock Public Safety Facility, City staff recommended and Council approved an agreement with Neil O. Anderson and Associates (NOA) to perform testing and special inspection services for City Project No. 0804B, "Turlock Public Safety Facility." Due to necessary certifications, City staff is unable to ensure compliance with the project standards and California Building Code without this specialized inspection service.

Due to contractor methods of fabrication, the number of welding shops involved in manufacturing the steel structure and the location of welding shops with respect to the project site, all of which are beyond the control of City staff and NOA, additional charges for travel, overtime, and additional welding inspectors to cover all the welding shops were required to complete the special inspection and testing for this project. In addition, during the over excavation of the building foundation, an area of contaminated soil (approximately 750 cubic yards) needed to be tested by NOA to identify the contaminant. Additional work by NOA was also required during the backfill of the once contaminated area to foundation grade. NOA provided an estimate of the remaining work required to provide testing and special inspection through the completion of the project. However, it has become apparent that the estimate provided by NOA was not sufficient. Staff now provides an additional estimate from NOA for the remaining material testing and special inspections required to complete the project in the amount of \$34,978, as outlined in Exhibit D.

With the addition of contract amendment No. 3, the agreement with NOA will come to an amount not to exceed \$356,153. Adequate funding for the additional scope of work to the agreement with NOA is identified in the soft costs contingency for this project (see Exhibit E) as approved by Council on January 22, 2013.

3. BASIS FOR RECOMMENDATION:

- A) Per City Municipal Code, City Council approval of the amendment to the agreement is required prior to execution of the contract with the consultant.
- B) The benefit for the City is that City staff will be able to call on Neil O. Anderson and Associates, Inc., to assure the work meets project plans, specifications and California Building Code prior to the City of Turlock accepting such work.

Strategic Plan Initiative C. PUBLIC SAFETY

- Goal(s):**
- b Police Department
 - ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$34,978 (Fund 305)

These funds are identified in the soft costs contingency for the Turlock Public Safety Facility (see Exhibit E).

5. CITY MANAGER'S COMMENTS:

Recommend approval.

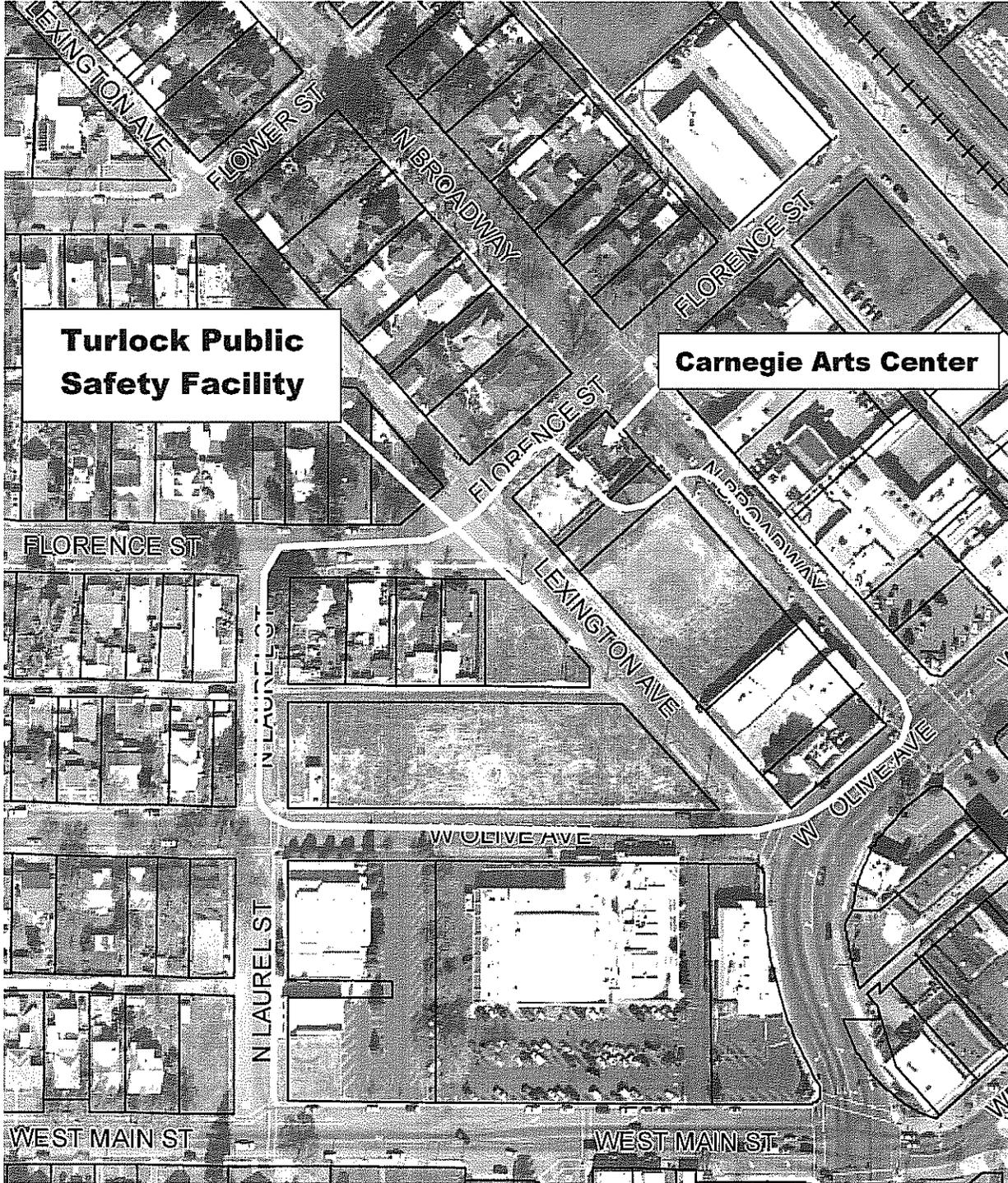
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- 1. Reject Amendment No. 3 to the agreement for testing and special inspection on this project. Staff does not recommend this alternative because these testing and special inspection services are necessary for ensuring compliance with the project plans, specifications and established standards.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)





AMENDMENT NO. 3
to
Agreement
Between
CITY OF TURLOCK
and
Neil O. Anderson and Associates
for
City Project No. 0804B, "Turlock Public Safety Facility"

THIS AMENDMENT, dated February 26, 2013, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Neil O. Anderson and Associates**, (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into an agreement dated March 8, 2011, whereby CONSULTANT will perform Inspection and Testing Services with compensation in the amount not to exceed \$115,714.00 (hereinafter the "Agreement"); and

WHEREAS, the parties hereto previously entered into Amendment No. 1, dated October 25, 2011, to the aforementioned agreement which increased the scope and compensation by \$138,466.00, for a total compensation in the amount not to exceed \$254,180.00, whereby CONSULTANT will continue to perform Inspection and Testing Services (hereinafter the "Agreement"); and

WHEREAS, the parties hereto previously entered into Amendment No. 2, dated April 10, 2012, to the aforementioned agreement which increased the scope and compensation by \$66,995.00, for a total compensation in the amount not to exceed \$321,175.00, whereby CONSULTANT will continue to perform Inspection and Testing Services (hereinafter the "Agreement").

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

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

"1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide testing and special inspection services, and shall perform such services in accordance with the specifications included in the original Agreement, Amendment No. 1 and Amendment No. 2.

In addition to the Scope of Work included in the original Agreement, Amendment No. 1 and Amendment No. 2, CONSULTANT shall furnish all

OK for Agenda
JMM

labor, equipment materials and process, implements, tools, and machinery, except as otherwise specified, to complete the added scope of services included in this Amendment No. 3 attached as Exhibit D, which are necessary and required to provide continued testing and inspection services, and shall perform such services in accordance with the specifications attached to this Amendment No. 3 as Exhibit D."

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

"4. **COMPENSATION:** CITY agrees to pay CONSULTANT additional compensation in the amount of thirty four thousand nine hundred seventy two and No/100^{ths} Dollars (\$34,972.00) in accordance with Exhibit D attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3 shall not exceed three hundred fifty six thousand one hundred forty seven and No/100^{ths} Dollars (\$356,147.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3."

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

"5. **TERM OF AGREEMENT:** This agreement shall become effective upon execution and shall continue in full force and effect beginning March 31, 2011, and ending May 31, 2013, subject to City's availability of funds.

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

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

CITY OF TURLOCK

NEIL O. ANDERSON AND ASSOCIATES

By: _____
Roy W. Wasden, City Manager

By: _____

APPROVED AS TO SUFFICIENCY:

Print Name: _____

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

Title: _____

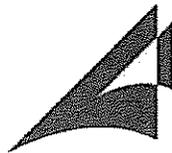
Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk



NEIL O. ANDERSON AND ASSOCIATES

GEOTECHNICAL ENGINEERING
TESTING AND INSPECTION SERVICES
CERTIFIED LABORATORIES
ENVIRONMENTAL SERVICES
FOUNDATION ENGINEERING
AQUATIC DESIGN AND ENGINEERING
RENEWABLE ENERGY RESOURCES

January 11, 2013
Our Project Number: LTI110043

E-Mail: aorosco@turlock.ca.us
Proposal No.: 3679

Mr. Anthony Orosco, Sr. Civil Engineer
City of Turlock
Land Development
156 S Broadway Suite 150
Turlock, CA 95380

Subject: Proposal for Testing & Observation Services – **REVISION #4**
Turlock Public Safety Facility & Tower
Turlock, California

Dear Mr. Orosco:

As requested, we are providing an estimate to complete the project. Below is what we believe will be needed to add to our existing contract based on the information provided by you and WLC Architects Inc. Based on our records, our existing executed contract amount is \$305,885. To date we have billed \$308,655, a difference of \$2,770 over budget, this amount is included below. Below is our revision number four:

PROPOSAL FOR TESTING & OBSERVATION SERVICES - REVISION #4			
SERVICE	HOURS/UNITS	RATE	FEE
STRUCTURAL STEEL & MASONRY			
AWS Field Welding	64 hours	\$ 82.00/hour	\$ 5,248.00
Brick Veneer Observation	140 hours	\$ 82.00/hour	\$ 11,480.00
Brick Veneer Coring	24 each	\$ 125.00/each	\$ 3,000.00
Brick Veneer Shear Strength Test (Laboratory)	8 each	\$ 225.00/each	\$ 1,800.00
Ceiling Wire Pull Test	54 hours	\$ 130.00/hour	\$ 7,020.00
Estimated Structural Steel Total			\$ 28,548.00

SERVICE	HOURS/UNITS	RATE	FEE
ADMINISTRATION			
Report Preparation	40 report	\$ 25.00/report	\$ 1,000.00
Trip Charge	40 trips	\$ 54.00/trip	\$ 2,160.00
Engineer Review/Final Affidavit	1 each	\$ 500.00/each	\$ 500.00
Amount Currently Over Budget	1 Each	\$ 2,770.00	\$ 2,770.00
Estimated Administration Total			\$ 6,430.00
Estimated Revision #3 Grand Total			\$ 34,978.00

*No charge if inspector is on site.

Lodi • Sacramento • Concord

Phone: 209.367.3701 • Fax: 209.333.8303 • www.noanderson.com

902 Industrial Way, Lodi, CA 95240

**REVISION #4 for Testing & Observation Services
Turlock Public Safety Facility & Tower
Our Project Number: LTI110043
January 11, 2013**

Page 2 of 2

We appreciate the opportunity of presenting our proposal and look forward to our continued working relationship with you on this project. If you have questions , please call me at (209) 367-3701 or e-mail troy.schiess@noanderson.com.

Sincerely,
NEIL O. ANDERSON & ASSOCIATES, INC.



Troy M. Schiess, PE, Principal
Corporate Field Services Manager





Council Synopsis

February 26, 2013

51

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$22,703.36 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,155,558.36

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$4,255,614 to Darrale Patrias Electric of Turlock, California for "Turlock Public Safety Facility," Category 13 – Building and Site Electrical. During the course of construction, some additional costs were generated as a result of various changes, additions, and deletions necessary to construct the electrical system for the Public Safety Facility. After review of the proposed changes and the project schedule, City Staff and Darrale Patrias Electric recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	\$4,255,614	2/1/11
Change Order No. 1	(\$122,759)	1/10/12
Change Order No. 2	\$22,703.36	2/12/13
Adjusted Contract Total	\$4,155,558.36	

Description of change order:

Change order No. 2 includes 9 items:

- 1) Install network connection for the left side video monitor in Room 168 per the Police Department's request in the amount of \$296.04. The total cost of this change is \$402.50. The balance was included on Allowance Change Order 11/13.
- 2) Add occupancy sensors to passage 265 per the response to RFI 277 in the amount of \$1,013.82.

- 3) Credit for occupancy lights in the sally port per the response to RFI 276. (savings of \$1,432.04)
- 4) Add network connections to Rooms 124 and 148 Police Department's request. Provide and install one TV bracket to Room 224 per Police Department's request in the amount of \$1,628.15.
- 5) Credit for single-pole exhaust fan motor starters per response to RFI 273. (savings of \$1,210.78)
- 6) Provide and install 3-pole exhaust fan motor starters per response to RFI 273 in the amount of \$11,890.40.
- 7) Install power for the ADA push pads located at Doors 155 and 105 per the response to RFI 273 in the amount of \$1,609.29.
- 8) Provide local remote release buttons for Room 114 to provide more efficient means for evidence to release property in the amount of \$2,333.29.
- 9) Suspend light fixtures in rooms 139, 140, and 144 to provide better light coverage per RFI 300R in the amount of \$6,574.93.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative C. PUBLIC SAFETY

- Goal(s):**
- b Police Department
 - ii. Complete construction and transition into new Public Safety Facility

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of \$4,132,855 will be increased in the amount of \$22,703.36, bringing the total contract to \$4,155,558.36 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

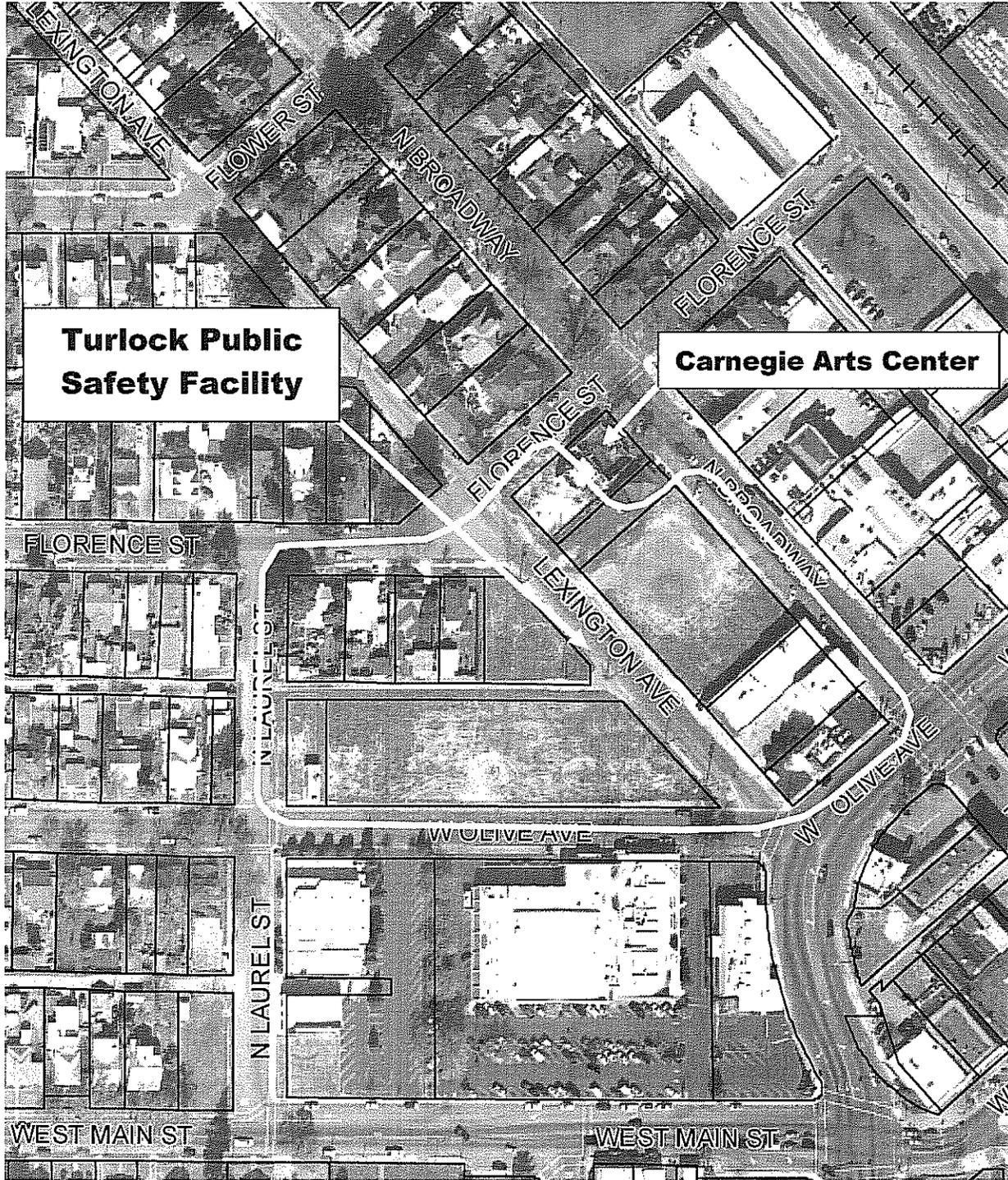
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 2. This option is not recommended by City staff since the changes are necessary to construct the electrical system for the Turlock Public Safety Facility.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)





**CONTRACT
CHANGE ORDER
AUTHORIZATION
FORM**

PROJECT INFORMATION

Darrele Patrias Electrical Contractor, Project Name: Turlock Public Safety Facility
2480 N. Walnut Rd. Project No.: 0804B - Category 13
Turlock, CA 95382 Awarded on: February 1, 2011
209-632-6196 Original Contract Amount: \$4,255,614.00

Change Order No. 2

Increase to contract: \$9,875.00
Increase percentage: 0.2%
Increase of previous CCOs: (\$122,759.00)
Cumulative percentage: -2.7%
New Contract Total: \$4,142,730.00

Description of change order:

1 Install network connection for the left side video monitor in Room 168 per the Police Department's request. The total cost of this change is \$402.50. The Order balance was included on Allowance Change 11/13.	\$ 296.04
2 Add occupancy sensors to passage 265 per the response to RFI 277.	\$ 1,013.82
3 Credit for occupancy lights in the sally port per the response to RFI 276.	\$ (1,432.04)
4 Add network connections to Rooms 124 and 148 Police Department's request. Provide and install one TV bracket to Room 224 per Police Department's request.	\$ 1,628.15
5 Credit for single-pole exhaust fan motor starters per response to RFI 273.	\$ (1,210.78)
6 Provide and install 3-pole exhaust fan motor starters per response to RFI 273.	\$ 11,890.40
7 Install power for the ADA push pads located at Doors 155 and 105 per the response to RFI 273.	\$ 1,609.55
8 Provide local remote release buttons for Room 114 to provide more efficient means for evidence to release property.	\$ 2,333.29
9 Suspend light fixtures in rooms 139, 140, and 144 to provide better light coverage per RFI 300R.	\$ 6,574.93
	<u>\$ 22,703.36</u>

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

Approved: Michael G. Pitcock 1/31/13
Michael G. Pitcock, Director of Development Services Date
City Engineer

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

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

Approved: _____
Roy W. Wasden, City Manager Date



CONTRACT CHANGE ORDER

Date issued: 26-Feb-13
 Project Name: Turlock Public Safety Facility

Change Order No.: 2

Darrele Patrias Electrical Contractor, Inc.
 2480 N. Walnut Rd.
 Turlock, CA 95382

Project No.: 0804B - Category 13
 Contract For: \$4,255,614.00
 Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:	
1	Install network connection for the left side video monitor in Room 168 per the Police Department's request. The total cost of this change is \$402.50. The balance was included on Allowance Change Order 11/13.	LS	1	\$296.04	\$296.04
2	Add occupancy sensors to passage 265 per the response to RFI 277.	LS	1	\$1,013.82	\$1,013.82
3	Credit for occupancy lights in the sally port per the response to RFI 276.	LS	1	(\$1,432.040)	(\$1,432.04)
4	Add network connections to Rooms 124 and 148 Police Department's request. Provide and install one TV bracket to Room 224 per Police Department's request.	LS	1	\$1,628.15	\$1,628.15
5	Credit for single-pole exhaust fan motor starters per response to RFI 273.	LS	1	(\$1,210.78)	(\$1,210.78)
6	Provide and install 3-pole exhaust fan motor starters per response to RFI 273.	LS	1	\$11,890.40	\$11,890.40
7	Install power for the ADA push pads located at Doors 155 and 105 per the response to RFI 273.	LS	1	\$1,609.55	\$1,609.55
8	Provide local remote release buttons for Room 114 to provide more efficient means for evidence to release property.	LS	1	\$2,333.29	\$2,333.29
9	Suspend light fixtures in rooms 139, 140, and 144 to provide better light coverage per RFI 300R.	LS	1	\$6,574.93	\$6,574.93
			Total this CCO=	\$22,703.36	
The original contract sum =				\$4,255,614.00	
Net change by previous change orders =				(\$122,759.00)	
The contract sum will be (increased) by this Change Order =				\$22,703.36	
The new contract sum including this change order will be =				\$4,155,558.36	
The contract time will be increased by (10) working days.					

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 City Manager

Date: _____



Council Synopsis

55
February 26, 2013

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:

Resolution: Appropriating \$28,620 to account number 217-50-511.43270 "Pavement Management Program Update" from Fund 217 (2103) Reserve to fund the survey of local city streets as part of the Regional Pavement Management Program Update for FY 2012/13, as administered by StanCOG

2. DISCUSSION OF ISSUE:

The Stanislaus Council of Governments (StanCOG), with the support of the local agencies in the region, successfully pursued and obtained federal funding for a comprehensive analysis of pavement conditions for all roadways within the region for FY 2012/13. The goal of this project is to accurately assess roadway conditions, prepare reports on these conditions through a Pavement Condition Index (PCI), and empower local agencies to use this data in planning, designing, and maintaining their transportation network. This data is also very important for requesting certain state and federal grants.

In September 2012 StanCOG released an RFQ to solicit proposals from qualified consultants to analyze and report on pavement conditions. On October 11, 2012, Staff was invited to participate as a member of a scoring committee tasked with scoring the submitted proposals. The subcommittee unanimously selected Nichols Consulting Engineers (NCE), who has previously completed work in the region and with StanCOG and has a reputation for excellence for projects of this nature.

In November 2012 the City was informed by StanCOG that while the primary scope of work was for the consultant to survey federal-aid roadways, as listed on the California Road Systems Map, local agencies could request NCE to conduct surveys of local roads too, provided that the local agency paid for the costs associated with this increased scope. NCE has agreed to provide these services to the City for an additional cost of \$28,620, which is attached as Exhibit A.

Upon completion of this project Staff will have access to this collected data through a web-based database called StreetSaver, which will allow Staff to review, analyze, and update the data, particularly as pavement treatments are applied.

3. BASIS FOR RECOMMENDATION:

A) Accurate pavement surveys and reports play a crucial role in planning, budgeting, and designing pavement maintenance and rehabilitation projects.

B) Participation with the regional project allows the City to receive the benefit of a whole City survey while only paying for a small portion of it with local funds.

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:

Funding is available in Fund 217 (2103) Reserve for the proposed work.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Reject this resolution and not include local streets in the PMP update. Staff does not recommend this action as it would result in having insufficient pavement condition data to properly design and budget for pavement maintenance projects.

**StanCOG Regional Pavement
Management Program Update 2012**

Agency	Local	
	Centerline Miles	Total Cost (\$)
Stanislaus County	-	-
Ceres	99	\$17,100
Hughson	18	\$2,850
Modesto	483	\$73,200
Newman	33	\$6,100
Oakdale	48	\$8,100
Patterson	52	\$8,300
Riverbank	54	\$9,100
Turlock	179	\$28,620
Waterford	17	\$3,600
Additional Field Review	-	\$15,710
TOTALS	983	\$172,680

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2013-
\$28,620 TO ACCOUNT NUMBER	}	
217-50-511.43270 "PAVEMENT	}	
MANAGEMENT PROGRAM UPDATE"	}	
FROM FUND 217 (2103) RESERVE	}	
TO FUND THE SURVEY OF LOCAL	}	
CITY STREETS AS PART OF THE	}	
REGIONAL PAVEMENT MANAGEMENT	}	
PROGRAM UPDATE FOR FY 2012/13,	}	
AS ADMINISTERED BY STANCOG	}	
<hr/>		

WHEREAS, the City recognizes the value that a Pavement Management Program (PMP) provides the City through a detailed survey and analysis of pavement conditions of City streets; and

WHEREAS, the Stanislaus Council of Governments (StanCOG), through the use of federal funds and a contracted consultant, Nichols Consulting Engineers, will be conducting a regional PMP update for participating agencies for all roadways identified as federal-aid roadways; and

WHEREAS, the City has been provided the opportunity to have the hired consultant survey all city streets, not just the arterial and collector streets identified under the original project scope, thereby allowing the City to have current, accurate data relative to pavement conditions for all city streets; and

WHEREAS, the City believes this enhanced scope of services, estimated to cost \$28,620 in local funds, will provide a significant benefit to the community by allowing these surveys to be completed at a greatly reduced rate when compared to the cost of hiring a separate consultant; and

WHEREAS, the City Engineer believes the results of these surveys will serve an important role in prioritizing and scheduling roadway rehabilitation and reconstruction projects, as well as assist in obtaining federal funds for projects where current pavement conditions are required for approval of grant funding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$28,620 to account number 217-50-511.43270 "Pavement Management Program Update" from Fund 217 (2103) Reserve to fund the survey of local city streets as part of the regional Pavement Management Program (PMP) Update for FY 2012/13, as administered by StanCOG.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

February 26, 2013

5K

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

Prepared by: Maryn Pitt, Housing Program Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of an application to the California State Department of Housing and Community Development for grant funding under the CalHome program; execution of a standard agreement if selected for such funding and any amendments thereto; and the execution of any related documents necessary to participate in the CalHome program

2. DISCUSSION OF ISSUE:

The City is prepared to submit an application to the State of California Housing and Community Development Department for a CalHOME grant in the amount of \$ 1,000,000. . The grant is to be used for First Time Home Buyers Secondary Financing within the city limits of Turlock.

The CalHome Program grant is highly competitive between other cities, counties and non-profits in California. Additional points are awarded to those applicants who choose to work in the Federally Defined Qualified Census Tracts.

The CalHome grant will allow the City of Turlock Housing Program Services Division to provide an additional twenty (20) first time home buyer to low-moderate income families (80% or below median area income) in target areas of the community.

The City of Turlock has previously received a CalHOME grant in the amount of \$900,000 in 2006 and another \$1 million in 2011. At that time, all of the required changes to the City Housing Program policies and procedures with regard to the First Time Secondary Financing program were revised to be in compliance with the grant and grant assurances.

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

3. BASIS FOR RECOMMENDATION:

Funding will allow the City of Turlock Housing Program Services the opportunity to provide twenty (20), \$50,000 loans totaling \$ 1,000,000 to qualified low income first time home buyers applicants.

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

b. Community Programs

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

There will be no impact to the City of Turlock general fund.

Budget Amendment: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not apply for funding, thus not providing the opportunity for homeownership for twenty low - moderate income families.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
SUBMITTAL OF AN APPLICATION TO THE }
CALIFORNIA STATE DEPARTMENT OF }
HOUSING AND COMMUNITY }
DEVELOPMENT FOR GRANT FUNDING }
UNDER THE CALHOME PROGRAM; }
EXECUTION OF A STANDARD }
AGREEMENT IF SELECTED FOR SUCH }
FUNDING AND ANY AMENDMENTS }
THERETO; AND THE EXECUTION OF ANY }
RELATED DOCUMENTS NECESSARY TO }
PARTICIPATE IN THE CALHOME }
PROGRAM }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the City of Turlock, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, staff wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$1,000,000; and

WHEREAS, the City's First Time Home Buyers ("FTHB") program is designed to seek new and creative ways to make home ownership a reality for income eligible households. Further, the program is a partnership between the City of Turlock, the State and Federal Governments and local lending institutions to help make home ownership a reality and expand the availability of affordable housing to income eligible families in Turlock; and

WHEREAS, the City's FTHB program provides funds to help make up the difference between the value of the primary loan, for which an income eligible applicant qualifies, and the purchase price of the house. The FTHB funds are used to augment the buyer's down payment and are recorded on the deed as a silent second mortgage.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on January 23, 2013, which will request a funding allocation for the following activities:

1. Funding will be used for the purchase and repairs of existing or new homes within the Turlock city limits, excluding county pockets. Funds will be provided to eligible households, meeting the State CalHOME regulations in the form of a down payment and rehabilitation assistance. These funds will be provided to eligible families as low interest rate loans with terms that include deferred repayment of thirty (30) years.
2. If the application for funding is approved, the City of Turlock hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. It also may execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.
3. The City of Turlock authorizes Roy W. Wasden, City Manager to execute in the name of the City of Turlock, the application, the Standard Agreement, and all other documents required by HCD for participation in the CalHome Program, and any amendments thereto.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



Council Synopsis

5L

February 26, 2013

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: Appropriating \$7,500 to account number 502-40-410.47252 "NWTSP Fee Program Update" from Fund 230 "Transportation Reserve" and \$7,500 to account number 502-40-410.47253 "WISP Fee Program Update" from Fund 308 "Transportation Reserve" to fund the Fee Nexus Study updates to the Northwest Triangle and Westside Industrial Specific Plans

2. DISCUSSION OF ISSUE:

Historically, the City of Turlock has held the development community accountable for all required mitigation measures necessitated by growth. To do this, the City adopts the General Plan and Specific/Master plans and their associated fee nexus studies. The studies detail the fair share cost of construction based on the size and type of development. At building permit issuance, the developer pays these mitigation fees to the City.

As staff has worked with the last few industrial developers, it became apparent that we needed to simplify the fees and eliminate any misconceptions of duplicate fees. For instance, in the Westside Industrial Specific Plan (WISP), the developer pays for a Master Storm Drain fee and also pays a WISP Storm Drain fee. While staff assured the developer that the fees were not a duplication of mitigation measures, the payment of both fees caused great concern. Therefore, staff is proposing a fundamental change for our Northwest Triangle (NWTSP) and WISP specific plans.

Staff is recommending that the NWTSP and WISP fee program to be greatly simplified. As such, the programs will cover only water and sewer improvements within the plan area. The transportation and storm improvements will be moved to the Capital Facilities Fee (CFF) and Master Storm Drain fee program. By doing this, the developer will have only one transportation and one storm drain fee thus removing the fear that the city is "double charging" the developer. The overall impact will be a reduction in the NWTSP and WISP fees. Conversely, the CFF and Master Storm Drain fee may see an increase with their future updates. We are currently in the process of updating each of those fees at this time.

Staff is requesting that the City Council approve the appropriation of funds so staff can direct Economic Planning Systems to perform the work.

3. BASIS FOR RECOMMENDATION:

A) Nexus Studies should be reviewed and updated as necessary (5 years max) to insure the fair and equitable cost of mitigation measures is passed onto new development.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Funding is available in Fund 230 (transportation) and Fund 308 (transportation) Reserve for the proposed work.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Not approve the appropriation and not update the fee nexus studies. This is not recommended as the updates will simplify the developers understanding of our fee calculations and in turn should make the developer more comfortable that the fees paid are appropriate

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2013-
\$7,500 TO ACCOUNT NUMBER }
502-40-410.47252 "NWTSP FEE PROGRAM }
UPDATE" FROM FUND 230 }
"TRANSPORTATION RESERVE" AND }
\$7,500 TO ACCOUNT NUMBER }
502-40-410.47253 "WISP FEE PROGRAM }
UPDATE" FROM FUND 308 }
"TRANSPORTATION RESERVE" TO FUND }
THE FEE NEXUS STUDY UPDATES TO }
THE NORTHWEST TRIANGLE AND }
WESTSIDE INDUSTRIAL SPECIFIC PLANS }
_____ }

WHEREAS, historically, the City of Turlock has held the development community accountable for all required mitigation measures necessitated by growth. To do this, the City adopts the General Plan and Specific/Master plans and their associated fee nexus studies; and

WHEREAS, these fees are collected at building permit issuance; and

WHEREAS, the Northwest Triangle and Westside Industrial Specific Plan Fee Nexus Studies are need of updating to insure that appropriate fees are collected; and

WHEREAS, the fee nexus studies will be simplified to eliminate any misconceptions of duplicate fees collected between city-wide and specific plan fees.

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

502-40-410.47252 NWTSP Fee Program Update
502-40-410.47253 WISP Fee Program Update

502-40-410.38001_174 Transfer in from Fund 230 NWTSP Fee Program Update
502-40-410.38001_175 Transfer in from Fund 308 WISP Fee Program Update

230-40-455.48001_174 Transfer Out to Fund 502 NWTSP Fee Program Update
308-40-455.48001_175 Transfer Out to Fund 502 WISP Fee Program Update

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, by the following vote:

AYES:
NOES:

NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

5M
February 26, 2013

From: Dan Madden, Municipal Services Director

Prepared by: John S. Wilson, WQC Division Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Carollo Engineers of Walnut Creek to provide professional engineering services for the testing of chloramination disinfection at the Regional Water Quality Control Facility (RWQCF) in the amount of Seventy-Nine thousand Nine hundred and Eight dollars and no/100ths (\$79,908.00)

2. DISCUSSION OF ISSUE:

Reducing Trihalomethane (THM) levels is a requirement of the City's Effluent Discharge Permit. Carollo Engineers has been assisting the City in evaluating alternatives for reducing THM levels. The processes under consideration include continued chlorination and air stripping of the THMs using packed towers, disinfection by UV light, and disinfection with chloramination. Carollo's work so far has indicated that the packed tower and UV disinfection processes would be costly to construct and operate. Capital costs range from \$10 million to \$20 million and operating costs range from \$2 million/year to \$3 million/year. The costs for chloramination are an order of magnitude lower. In addition, because chloramination requires relatively minor facilities, it could be implemented much sooner than the packed tower or UV alternatives. At the time Carollo began studying THM alternatives, the chloramination process was not considered to be feasible because the NPDES permit required the City to maintain ammonia levels in the RWQCF effluent that would be too low for chloramination to be effective.

Recently, the City met with the Regional Water Quality Control Board (RWQCB) to discuss the potential for extending the THM reduction compliance date and for re-evaluating the current NPDES permit limits for ammonia. Following the meeting, the City's consultant - Larry Walker and Associates, performed preliminary calculations that indicate the ammonia level could be raised. If the RWQCB concurs and raises the effluent ammonia limits, the ammonia dosages could be applied at the required levels for chloramination.

Carollo proposes to perform bench-scale tests of the chloramination process for varying levels of ammonia (Exhibit A). The test results will be used to determine the most effective ammonia dosing rate that achieves the required disinfection levels equal to the current chlorine disinfection process. If the bench-scale tests are successful, a full-scale testing program will be conducted over a six-month period. The full-scale test will utilize the existing chlorination equipment plus new temporary facilities to inject ammonia into the effluent.

3. BASIS FOR RECOMMENDATION:

Chloramination is an effective disinfectant and has the potential to allow the City to meet the RWQCB's THM reduction requirement.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$79,908.00 from Fund 410-51-530-43316 "NPDES Permit Studies"

There is no impact to the General Fund

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Do not approve this item. Staff does not recommend this alternative.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CAROLLO ENGINEERS, INC.
for

Chloramination Disinfection Testing at the Regional Water Quality Control Facility

THIS AGREEMENT is made this 26th day of February, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CAROLLO ENGINEERS, INC.** hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for 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: CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as Exhibit A. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Seventy-Nine thousand Nine hundred and Eight and No/100^{ths} Dollars (\$79,908.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twelve months (12) beginning February 26, 2013 and ending January 31, 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) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

theft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

required to perform any such additional services.

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

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

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

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

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

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

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

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

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

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

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

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this

Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

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

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

for CONSULTANT: MICHAEL J. BRITTEN, P.E.
SENIOR VICE PRESIDENT
CAROLLO ENGINEERS, INC.
2700 YGNACIO VALLEY ROAD, SUITE 300
WALNUT CREEK, CA 94598
PHONE: (925) 932-1710
FAX: (925) 930-0208

for CITY: CITY OF TURLOCK
ATTN: DAN MADDEN, DIRECTOR
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5461
PHONE: (209) 668-5599 Ext. 4401
FAX: (209) 668-5695

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: _____
Dan Madden, Municipal Services Director

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk

CAROLLO ENGINEERS, INC.

By: _____
Michael J. Britten, P.E.

Title: Senior Vice President

Print name: _____

Date: _____

January 25, 2013

Mr. Dan Madden
Municipal Services Director
City of Turlock Municipal Services
156 South Broadway, Suite 270
Turlock, CA 95380-5454

Subject: Proposal to Provide Professional Engineering Services - Testing of Chloramination Disinfection at the Water Quality Control Facility

Dear Mr. Madden:

Per your request, we have prepared the following proposal for the subject project.

PROJECT PURPOSE

The purpose of this project is to perform bench-scale and full-scale tests of the chloramination disinfection process at the City's Water Quality Control Facility (WQCF). The City is evaluating chloramination as a means to comply with new NPDES permit requirements and to save costs over other disinfection processes. The City must meet new NPDES permit limits for trihalomethanes (THMs) in its treated effluent by January 1, 2015. The City currently disinfects its effluent with chlorine. THMs are formed when the chlorine reacts with a small amount of ammonia added to the chlorinated effluent to form chloramines. Chloramination is an effective disinfection process that does not form THMs.

Carollo has been assisting the City in evaluating alternatives for reducing THM levels. The processes under consideration included continued chlorination and air stripping of the THMs using packed towers, disinfection by UV light, and disinfection with chloramination. Our studies indicated that the packed tower and UV disinfection processes would be costly to construct and operate. Capital costs range from \$10 million to \$20 million and operating costs range from \$2 million/year to \$3 million/year. The costs for chloramination are an order of magnitude lower. In addition, because chloramination requires relatively minor facilities, it could be implemented much sooner than the packed tower or UV alternatives. However, at that time the process was not considered feasible because the NPDES permit requires the City to maintain ammonia levels in the City's effluent that would be too low for chloramination to be effective.

Recently, the City met with the Regional Water Quality Control Board (RWQCB) to discuss the potential for extending the compliance date and for reevaluating the current NPDES permit limits for ammonia. Following the meeting, the City's consultant, Larry Walker and Associates, performed preliminary calculations that indicate the ammonia level could be raised. If the RWQCB concurs and raises the effluent ammonia limits, the ammonia dosages could be applied at the required levels for chloramination.

PROJECT APPROACH

The following is our approach to the project, which forms the basis for our proposed scope of services.

Our approach is to perform bench-scale tests of the chloramination process for varying levels of ammonia. The test results will be used to determine the most effective ammonia dosing rate that achieves the required disinfection levels equal to the current chlorine disinfection process. If the bench-scale tests are successful, a full-scale testing program will be conducted over a six-month period. The full-scale test will utilize the existing chlorination equipment plus new temporary facilities to inject ammonia to the effluent. Results of the bench-scale and full-scale tests will be summarized in a report. If the tests are conclusive, the next phase of the project would be to design and construct permanent chloramination facilities. This task would be covered in a separate scope of services.

SCOPE OF SERVICES

Task 1 - Bench Scale Testing

Carollo will perform bench-scale tests of chloramination at the WQCF laboratory. Carollo will provide the apparatus and reagents for the tests. Varying concentrations of ammonia, combined with the chlorinated effluent, will be tested to assess the performance of the process. Samples disinfected with chloramines will be turned over to the City's lab staff to perform bacteria counts. A dose-response curve will be prepared using the test results.

Task 2 - Prepare Technical Memorandum

Results of the bench-scale tests will be summarized in a technical memorandum. Conclusions and recommendations will be included with regard to progressing to full-scale testing. In addition, the memorandum will include an estimate of costs to install and operate permanent ammonia dosing facilities. A cost comparison to other alternative disinfection process will be provided to support recommendations.

Task 3 - Design/Procurement of Full-Scale Testing Facilities

If authorized by the City, Carollo will prepare design drawings for a temporary, full-scale ammonia injection system. It is assumed that the ammonia system (storage tanks and feed pumps) will be provided by an ammonia supplier/vendor. Carollo will select a location for the facilities and identify the support systems (power and water). Instrumentation requirements to maintain a flow-paced control system will also be identified.

Carollo will also assist the City in procuring the ammonia equipment and ammonia supplier. This task will include preparation of specifications of the ammonia and ammonia injection equipment. The specifications package will be suitable for competitive bidding by ammonia vendors. Carollo will assist the City in evaluating bids and selecting the vendor for the full-scale tests.

Task 4 - Technical Assistance during Full-Scale Testing

Carollo will provide technical assistance for the duration of the full-scale testing program. It is assumed the test program will be conducted over a six-month period to bracket the range of effluent temperatures. Technical assistance will include periodic site visits to check operating conditions and to retrieve operating data. It is assumed that the City will operate and maintain the ammonia injection equipment for the duration of the full-scale test program.

Task 5 - Prepare Report

The results of the full-scale tests will be documented in a report. The report will include a summary of findings and recommendations for a permanent chloramination system, if applicable. Design criteria and cost estimates for construction and operation will be included.

Task 6 - NPDES Permit Assistance

Carollo will provide technical assistance for extending the NPDES permit compliance date. Assistance will include preparation of a schedule for compliance with the THM limits and two meetings with the RWQCB. Results of the chloramination study will be presented to the RWQCB.

Task 7 - Meetings

It is assumed that three meetings will be attended at the City of Turlock. Agenda and meeting notes will be prepared.

Mr. Dan Madden
City of Turlock
January 25, 2013
Page 3

Task 8 - Project Management

This task will include general supervision, management of resources, and preparation of progress reports and invoices.

Schedule

We propose to complete Tasks 1 and 2 within two months of the notice to proceed. Tasks 3 through 7 will be completed within seven months of the notice to proceed.

Deliverables

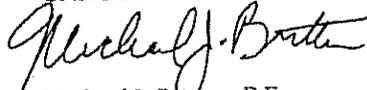
- Technical Memorandum summarizing bench-scale test results.
- Schematic drawings and specifications for full-scale chloramination test equipment (ammonia storage and injection system).
- Report summarizing all test results and recommendations.
- Meeting notes.

Cost

Our estimated cost for the proposed services is presented as Attachment 1 - Budget Estimate.

Sincerely,

CAROLLO ENGINEERS, INC.



Michael J. Britten, P.E.
Senior Vice President

Enclosures

MJB:mam



EXHIBIT A
LABOR HOUR AND BUDGET ESTIMATE

CITY OF TURLOCK
Chloramination Testing Services

Task	Category:	SP	PP	AP	CAD	SS	Total Hours	Labor Cost	PECE	Apparatus		Mileage		Total ODCs	Total Cost
										Printing		Trips	Amount		
	Hourly Rate:	\$249	\$209	\$144	\$152	\$96									
1	Bench Scale Chloramination Testing	16	40	8	0	0	64	\$13,496	\$ 634	\$ 2,000	5	\$ 495	\$ 2,495	\$ 16,625	
2	Prepare Technical Memorandum	4	16	16	4	4	44	\$7,636	\$ 496	\$ -	-	\$ -	\$ -	\$ 8,072	
3	Design/Procurement of full-scale test facilities	8	16	52	0	0	76	\$12,824	\$ 752	\$ -	1	\$ 99	\$ 99	\$ 13,675	
4	Technical Assistance during full scale testing	8	8	24	0	0	40	\$7,120	\$ 396	\$ -	5	\$ 495	\$ 495	\$ 8,011	
5	Prepare Final Report	8	16	16	8	8	56	\$9,624	\$ 554	\$ 1,000	1	\$ 99	\$ 1,099	\$ 11,277	
6	NPDES Permit Assistance	16	16	0	0	0	32	\$7,328	\$ 317	\$ -	2	\$ 198	\$ 198	\$ 7,843	
7	Meetings (3)	18	18	0	0	0	36	\$8,244	\$ 356	\$ -	3	\$ 297	\$ 297	\$ 8,897	
8	Project Management	18	0	0	0	8	26	\$5,250	\$ 257	\$ -	-	\$ -	\$ -	\$ 5,507	
	Totals =	96	130	116	12	20	374	\$71,522	\$3,703	\$3,000	17	\$ 1,683	\$ 4,683	\$ 79,908	

- Legend:**
- SP Senior Professional
 - LP Lead Professional
 - PP Project Professional
 - P Professional
 - AP Assistant Professional
 - CAD CAD Technician
 - SS Support Staff



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CLAIM FORM

(Please type or print) City of Turlock Administrative Services

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

CLAIM AGAINST: City of Turlock (Turlock Police Dept.) (Name of Entity)

Claimant's name: Ramanjit Kaur Atwal

SS#: [REDACTED] DOB: 5-4-1982 Gender: Male Female X

Claimant's address: 2221 Hidden Oak Ln, Ceres CA 95307

Claimant's Telephone Number(s): (209) 202-1224

Address where notices about claim are to be sent, if different from above: 811 15th Street, Modesto CA 95354

Date of incident/accident: 7/15/12

Date injuries, damages, or losses were discovered: 7/15/12

Location of incident/accident: 6008 Arroyo Ln, Hodgson, CA

What did entity or employee do to cause this loss, damage, or injury? See attached

(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)?

What specific injuries, damages, or losses did claimant receive? See attached

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

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

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

DOES NOT EXCEED \$25,000

EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? This is not a limited civil case

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

Date Signed: 1/14/13 Signature: [Signature] Attorney At Law

If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

What did entity or employee do to cause this loss, damage, or injury?

Please see attached complaints submitted to Turlock Police Department on August 1, 2012 detailing some of the events that occurred on July 15, 2012, resulting in the following injuries to myself and my family:

Use of excessive force
Verbal attacks
False imprisonment
Threats
Physical intimidation
Psychological intimidation

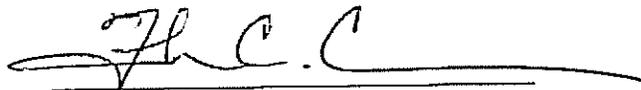
What specific injuries, damages, or losses did claimant receive?

Physical damage to property
Emotional distress
Public humiliation
Severe mental and physical distress

CLAIM AMENDMENT

Claimant Ramanjit Kaur Atwal seeks compensation for psychological trauma, physical trauma, mental anguish, and false imprisonment from the rough and brutal treatment experienced during the searches.

Dated: February 1, 2013.



Frank C. Carson
Attorney for Ramanjit Kaur Atwal

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CLAIM FORM (Please type or print) Turlock Administrative Services

City of Turlock Administrative Services

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

CLAIM AGAINST: City of Turlock (Turlock Police Dept.) (Name of Entity)

Claimant's name: Angela Atwood

SS#: [redacted] DOB: 9-3-08 Gender: Male [X] Female

Claimant's address: 2221 Hidden Oaks Ln., Ceres CA

Claimant's Telephone Number(s): (209) 202-1224

Address where notices about claim are to be sent, if different from above: 811 15th Street Modesto, CA 95354

Date of incident/accident: 7-15-12

Date injuries, damages, or losses were discovered: 7-15-12

Location of incident/accident: 6908 Prelude Ln. Hughson CA

What did entity or employee do to cause this loss, damage, or injury? See attached

(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)?

What specific injuries, damages, or losses did claimant receive? See attached

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

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

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

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

How was this amount calculated (please itemize)? This is not a limited civil case

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

Date Signed: 1/14/13 Signature: [Signature] Attorney At Law

If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

What did entity or employee do to cause this loss, damage, or injury?

Please see attached complaints submitted to Turlock Police Department on August 1, 2012 detailing some of the events that occurred on July 15, 2012, resulting in the following injuries to myself and my family:

Use of excessive force
Verbal attacks
False imprisonment
Threats
Physical intimidation
Psychological intimidation

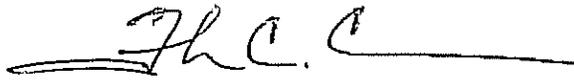
What specific injuries, damages, or losses did claimant receive?

Physical damage to property
Emotional distress
Public humiliation
Severe mental and physical distress

CLAIM AMENDMENT

Claimant Angad Atwal seeks compensation for psychological trauma, physical trauma, mental anguish, and false imprisonment from the rough and brutal treatment experienced during the searches.

Dated: February 1, 2013.



Frank C. Carson
Attorney for Angad Atwal



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CLAIM FORM (Please type or print)

City of Turlock Administrative Services

City of Turlock Administrative Services

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

CLAIM AGAINST: City of Turlock (Turlock Police Dept) (Name of Entity)

Claimant's name: Surinder Kaur Atwal

SS#: [redacted] DOB: 4-13-51 Gender: Male Female X

Claimant's address: 2221 Hidden Oaks Ln., Ceres CA 95307

Claimant's Telephone Number(s): (209) 202-1224

Address where notices about claim are to be sent, if different from above: 811 15th Street, Modesto, CA 95354

Date of incident/accident: 7-15-12

Date injuries, damages, or losses were discovered: 7-15-12

Location of incident/accident: 6908 Prelude Lane, Hodgson CA

What did entity or employee do to cause this loss, damage, or injury? See attached

(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)?

What specific injuries, damages, or losses did claimant receive? See attached

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

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

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

DOES NOT EXCEED \$25,000

X EXCEEDS \$25,000 [see Government Code 910(D)]

How was this amount calculated (please itemize)? This is not a limited civil case.

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

Date Signed: 1/24/13 Signature: [Signature] Attorney At Law

If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

What did entity or employee do to cause this loss, damage, or injury?

Please see attached complaints submitted to Turlock Police Department on August 1, 2012 detailing some of the events that occurred on July 15, 2012, resulting in the following injuries to myself and my family:

Use of excessive force
Verbal attacks
False imprisonment
Threats
Physical intimidation
Psychological intimidation

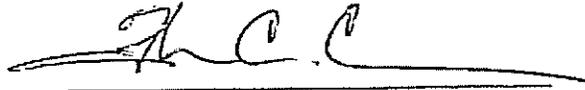
What specific injuries, damages, or losses did claimant receive?

Physical damage to property
Emotional distress
Public humiliation
Severe mental and physical distress

CLAIM AMENDMENT

Claimant Surhdez Kaur Atwal seeks compensation for psychological trauma, physical trauma, mental anguish, and false imprisonment from the rough and brutal treatment experienced during the searches.

Dated: February 1, 2013.



Frank C. Carson
Attorney for Surhdez Kaur Atwal

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CLAIM FORM
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City of Turlock
Administrative Services

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Vernon R. Amaya

SS#: [redacted] DOB: 7-22-61 Gender: Male X Female

Claimant's address: 2420 El Capitan Dr.

Claimant's Telephone Number(s): (209) 634-6549 H.P. C.P. 209-535-4775

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

Date of incident/accident: 1-6-13

Date injuries, damages, or losses were discovered: 1-6 to 1-7

Location of incident/accident: Turlock city rd Hawkeye

What did entity or employee do to cause this loss, damage, or injury? huge pot hole in rd

(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)?

City of Turlock

What specific injuries, damages, or losses did claimant receive? Blown tire, bent rim, steering alignment bad

(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: \$1000.00

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(1)]

How was this amount calculated (please itemize)? Called Toyota, & Sears, \$300 for

tire & wheel alignment, \$500 for rim (alloy). missed work & my time \$200

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

Date Signed: 2/4/2013 Signature: Vernon R. Amaya

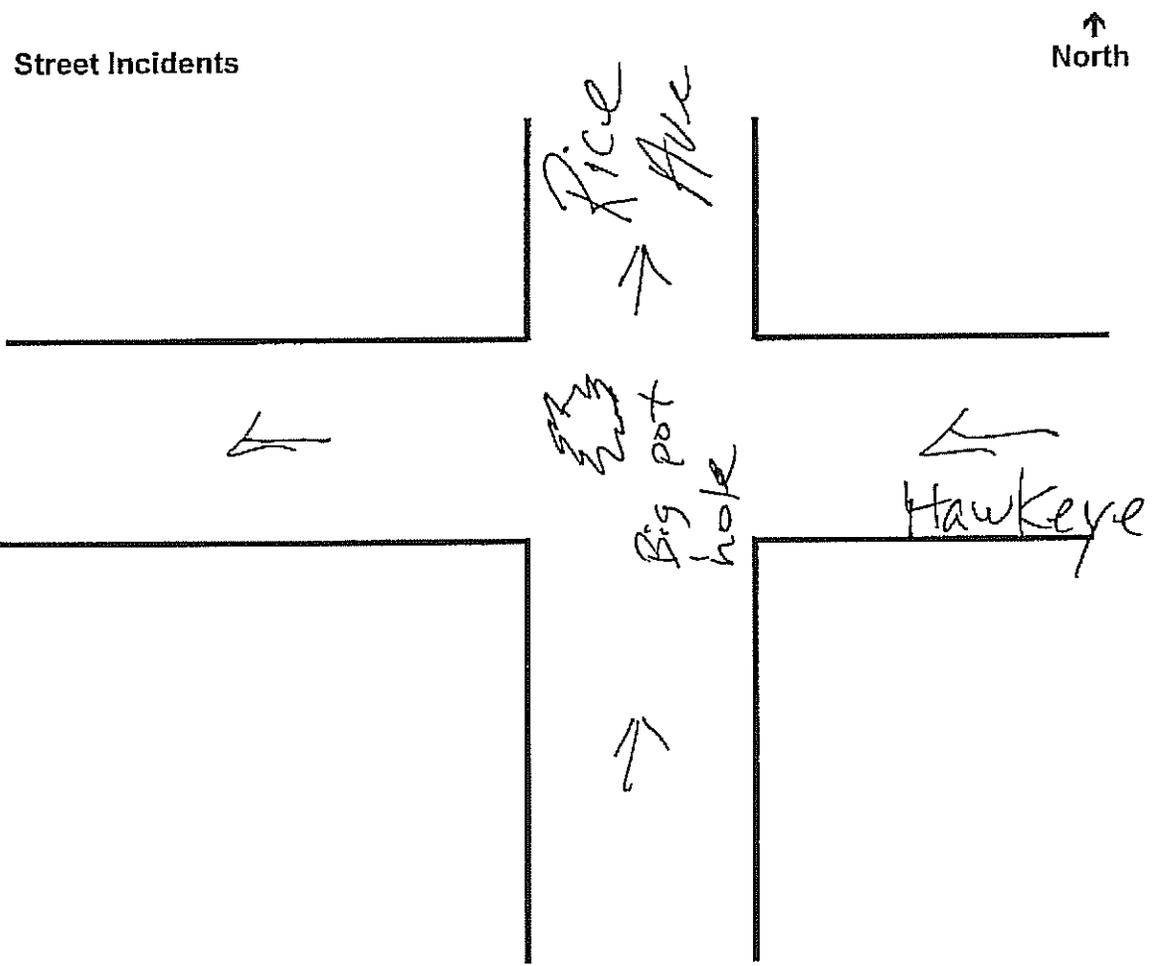
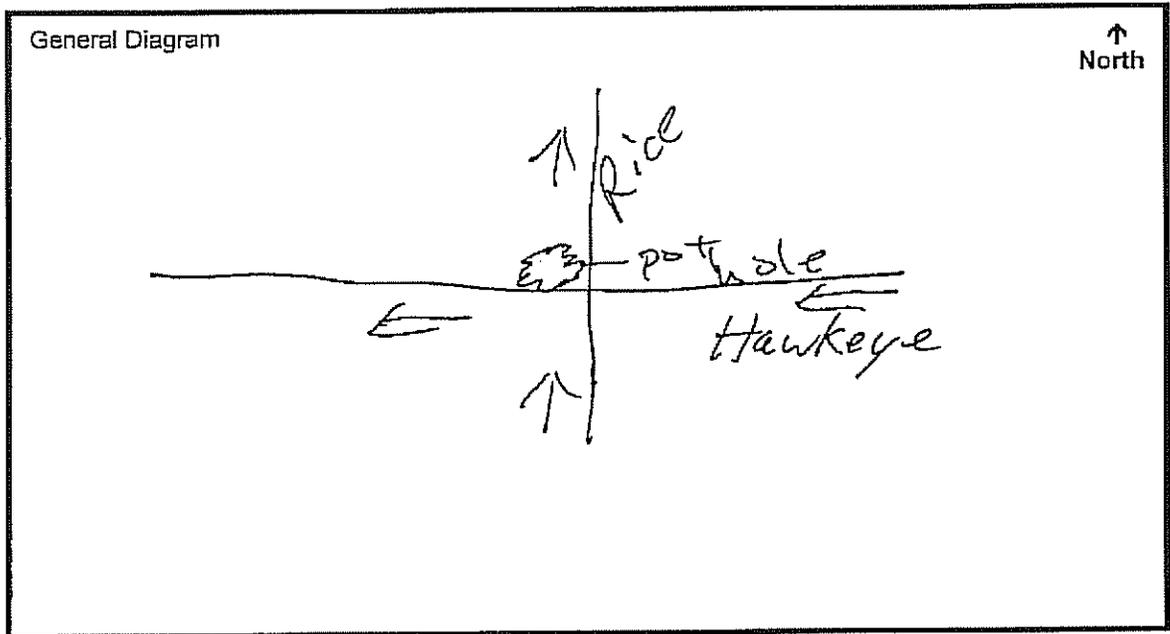
If signed by representative:

Print Representative's Name Telephone

Address

Relationship to Claimant

DIAGRAMS



CoA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING }
TURLOCK MUNICIPAL CODE }
TITLE 2, CHAPTER 1, ARTICLE 02, }
TO CHANGE THE HOUR REGULAR }
CITY COUNCIL MEETINGS ARE }
HELD }
_____ }

ORDINANCE NO. -CS

WHEREAS, Turlock Municipal Code Section 2-1-02 sets forth the time regular City Council meeting shall be held; and

WHEREAS, the current City Council desires to change the current meeting time from 7:00 p.m. to 6:00 p.m. for all regular meetings.

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

SECTION 1. AMENDMENT: Title 2, Chapter 1, Article 02, is hereby amended to read as follows:

2-1-02 Meetings: Time.

The 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 6:00 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.

Notwithstanding the foregoing, the Council shall hold at least one regular meeting every month as required by Government Code Section 36805.

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

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

CoB

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 4, CHAPTER 3, }
ARTICLE 4, ENTITLED "FIREWORKS" }
_____ }

ORDINANCE NO. -CS

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

SECTION 1. AMENDMENT: Title 4, Chapter 3, Article 4, Section 02 is hereby amended to read as follows:

4-3-402 Permit requirements.

(a) A permit to store or sell fireworks shall be issued if all of the following conditions are met:

(1) The applicant is a local nonprofit organization, or a nonprofit organization affiliated with a school district as these terms are defined in TMC 4-3-405;

(2) A completed application and the required fee established by City Council resolution are submitted to the Finance Department on or before 5:00 p.m., June 15;

(3) The fireworks to be sold are California State Fire Marshal approved and labeled safe and sane fireworks; and

(4) The applicant is currently licensed as a fireworks wholesaler/retailer by the State of California.

(b) The total number of sales permits issued in any given year shall be limited to thirty-five (35) and shall be apportioned for local nonprofit organizations, or nonprofit organizations affiliated with a school district.

(c) Each organization is limited to two (2) booths.

SECTION 2. AMENDMENT: Title 4, Chapter 3, Article 4, Section 03 is hereby amended to read as follows:

4-3-403 Applications.

(a) The application shall be on a form approved by the Fire Department and shall establish the applicant's status as a local nonprofit organization or a nonprofit organization affiliated with a school district, identify the proposed location of the sale booth, and storage of same, including the seven (7) digit parcel number (APN) of the Stanislaus County Assessor and other information as may be required by the Fire Chief. The completed application and the required fee established by City Council resolution are submitted to the Finance Department by appointment only before 5:00 p.m., June 15. Every application shall be accompanied by:

- (1) Application cover letter;
- (2) State Fire Marshal's Fireworks Retail License;
- (3) Proof of insurance;
- (4) Plot plan of storage;
- (5) Plot plan of booth location with exact placement of fireworks;
- (6) Property owner's, or his/her designee's, written permission to sell fireworks at the location shall accompany the permit application;
- (7) Resale or seller's permit issued by the California State Board of Equalization; and
- (8) Completed business license application and current proof of local nonprofit status.

(b) Permit will be issued on the day the applicant begins selling, and after inspection of the place of storage and stand reveals compliance with all conditions of this article.

(c) The Fire Chief, or his/her designee, may revoke, immediately and without notice or hearing, the "Safe and Sane" fireworks permit of any location or organization when any of the provisions of this code, Health and Safety Code, International Fire Code or the California Code of Regulations are violated. The Fire Chief shall inform the permittee that permittee may seek review of the Fire Chief's decision, by the City Manager, on the next business day. At the earliest opportunity on the next business day after revocation, the Fire Chief shall provide the City Manager with written notice that a fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. If requested by the permittee, the City Manager, or his/her designee, shall meet with the permittee and the Fire Chief, or his/her designee, that day to review the Fire Chief's decision. The decision of the City Manager shall be final.

(d) Revocation of any permit will be effective for that calendar year.

SECTION 3. AMENDMENT: Title 4, Chapter 3, Article 4, Section 04 is hereby amended to read as follows:

4-3-404 Period of operation.

The sale and discharge of fireworks within the City shall be limited to the period commencing at 12:00 noon on June 28 and ending at 12:00 noon on July 6.

SECTION 4. AMENDMENT: Title 4, Chapter 3, Article 4, Section 05 is hereby amended to read as follows:

4-3-405 Definitions.

(a) "Local nonprofit organization" shall mean "nonprofit organizations" as defined herein, which has a primary meeting place within the City, has been organized and established within the City for a minimum of one (1) year preceding the filing of the application for a permit, and has a bona fide membership of at least ten (10) members who reside in the City.

(b) "Nonprofit organization" shall mean any nonprofit association or corporation which, according to its articles of incorporation, has been organized primarily for veteran, patriotic, welfare, religious, civic betterment or charitable purposes and currently possesses a status of active, good-standing, and exempt with the California Franchise Tax Board or has been granted tax-exempt status by the Internal Revenue Service as evidenced by a letter of determination.

(c) "Person" shall mean any individual, firm, partnership, joint venture, association, concern, corporation, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit.

(d) "School district" shall mean school districts serving a significant number of residents of the City of Turlock.

SECTION 5. AMENDMENT: Title 4, Chapter 3, Article 4, Section 07 is hereby amended to read as follows:

4-3-407 Non-transferability of permit.

Permits for retail sales of "Safe and Sane" fireworks issued pursuant to the provisions of this article is not transferable to any other person or organization and is issued for the purpose of operating a single fireworks sales booth at the approved location. The permit may be used only by the organization to which it is issued.

SECTION 6. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 7. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

7A
February 26, 2013

From: Jeri Gilley, Financial Customer Service Supervisor

Prepared by: Fallon Martin, Account Clerk II

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 03 regarding Payment of Collection Charges

2. DISCUSSION OF ISSUE:

In August 2011, to recoup the costs associated with processing late payments, the City Council amended the Water Code to increase the delinquency charge for the late payment on a water bill from \$10.00 to \$25.00. In December 2012, the Sewer Code was amended to reflect the same delinquency charge on a sewer bill. The City has a minimal amount of accounts that service "garbage only". The proposed amendment will increase the delinquency charge for the late payment on a garbage bill and will create consistency for water, sewer, and/or garbage account types.

3. BASIS FOR RECOMMENDATION:

A) In order to provide consistency between the water, sewer, and garbage code, the delinquency penalty for the non-payment of utility charges needs to be standardized.

Strategic Plan Initiative D. POLICY INITIATIVE

Actions: Staff a. Ensure impact fees and user rates are up-to-date.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: NONE.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not adopt the proposed amendments to the Turlock Municipal Code. This is not recommended. The proposed amendment, to the delinquency charge in Section 103, allows the City to cover the costs of processing late payments and eliminates a disparity between the treatment of sewer, water, and garbage account types.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING }
TURLOCK MUNICIPAL CODE }
TITLE 6, CHAPTER 3, ARTICLE 1, }
SECTION 03 REGARDING PAYMENT }
OF COLLECTION CHARGES }
_____ }

ORDINANCE NO. -CS

WHEREAS, the language in Turlock Municipal Code at §6-3-103 is contradictory and must be clarified; and

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

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

SECTION 1. AMENDMENT: Title 6, Chapter 3, Article 1, Section 03 is hereby amended to read as follows:

6-3-103 Payment of collection charges.

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

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

(1) If payment for any charges shown on the utility bill are not received by the City of Turlock Finance Office by 5:00 p.m. on the fifth day following the due date (including applicable penalties), the customer's account shall be charged a delinquency penalty of ~~Ten~~Twenty-Five and no/100ths (\$4025.00) Dollars on the sixth day.

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

OK for Agenda
am

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

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 12th day of March, 2013, by the following vote:

AYES:
NOES:
ABSTAIN:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

February 26, 2013

8A

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

Prepared by: Eric A. Picciano, P.E.
Principal Civil engineer/Chief Building Official

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the creation of an Assistant to the City Manager for Economic Development/Community Housing job classification

2. DISCUSSION OF ISSUE:

The Personnel System Rules and Regulations Section 12.02 Adoption of (Classification) Plan relates to employee job classifications. The creation or abolishment of job classifications requires City Council Approval.

With the retirement of the Assistant to the CM for Economic Development/Redevelopment incumbent, the City Manager and Director of Development services bring forth a restructuring plan to the City Council for approval that will continue to make economic development a priority for the City. The plan is as follows:

- Create the position of Assistant to the CM for Economic Development/Community Housing. Fill this position with the current Community Housing Program Services Manager incumbent effective March 1, 2013; and
- Relocate Housing Services from the Development Services Department to the Administrative Services Department effective March 1, 2013; and
- Fill the position of Community Housing Program Supervisor through an internal recruitment open to Housing Division personnel only.

The restructuring as proposed will continue to make economic development a priority while also reducing the Housing staff by one staff position and thus reducing its dependence on the General Fund. The Assistant to the CM for Economic Development/Community Housing will focus primarily on Economic Development with oversight of the Housing Division. The Community Housing Program Supervisor will run the day to day operations of the Housing Division and will report directly to the Assistant to the CM for Economic Development/Community Housing.

3. BASIS FOR RECOMMENDATION:

- A) As directed under the provisions of Section 2-4-504 of the Turlock Municipal Code, Personnel Resolution 89-38 adopted rules and regulations for the administration of the personnel system.
- B) Per Personnel System Rules and Regulations Section 12.02 Adoption of employee job classifications requires City Council approval.

Strategic Plan Initiative: A. Policy initiative – effective leadership:

Goal(s): 1.c Hire, develop and retain the best and most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The overall effect will be a reduction of one Housing Division staff person and a reduction in General Fund dependence.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- 1. Council may choose to not accept the newly created job classification.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE } RESOLUTION NO. 2013-
THE CREATION OF AN ASSISTANT TO }
THE CITY MANAGER FOR ECONOMIC }
DEVELOPMENT/COMMUNITY HOUSING }
JOB CLASSIFICATION }
_____ }

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

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

WHEREAS, the newly created job classification of Assistant to the CM for Economic Development/Community Housing encompasses will focus on economic development with oversight of the Community Housing Division.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the creation of the Assistant to the City Manager for Economic Development/Community Housing job classification as attached in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



ASSISTANT TO THE CITY MANAGER FOR ECONOMIC DEVELOPMENT/COMMUNITY HOUSING

DEFINITION

Under administrative direction of the City Manager, develop, implement and manage the City's Economic Development Program Projects from conception to completion; manages and administers complex and technical, financial, statistical, analytical work of housing programs. This position interfaces with the development community, local business community, Chamber of Commerce, Stanislaus County Economic Development, Workforce Alliance (Alliance), Housing Community and other City staff as required. The incumbent may serve as the team leader for special City-wide economic development projects when assigned.

This position is designated as management for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

- General administrative direction and support is provided by the City Manager. The incumbent in this classification is expected to work with minimal direct supervision, exercising independent judgment and initiative in a number of complex, responsible and fiscally sensitive duties.
- May exercise direct or indirect supervision of professional, technical and clerical staff.

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

- Develop programs to achieve the City's goals and objectives relating to, economic development, business retention and community revitalization.
- Establish and maintain effective working relationships with members of the business community and citizen groups to improve understanding of City economic policies, procedures, goals and objectives.
- Coordinate City efforts to implement and enhance the City's Strategic Economic Plan including developing new strategies and techniques necessary to meet the Plan's objectives.

- Conduct financial analysis of projects, including revenue and cost estimates for project proponent.
- Select and manage consultants as may be necessary to assist the City with specialized economic development, financing and legal services.
- Coordinate the planning and implementation of economic development including public improvement identification, and monitoring status of engineering work and planning processes.
- Prepare written reports regarding economic development activities, pertinent laws and trends, and proposed projects and make public presentations to the appointed and elected officials.
- Coordinate economic development activities with other government agencies, private-sector developers, real estate site selectors, and lending institutions.
- Monitor various laws and activities of other regulatory agencies relating to economic development, affordable housing, and community revitalization.
- Prepare and administer the Economic Development and Housing budgets.
- Develop and coordinate economic development marketing strategies including business retention, expansion and attraction.
- Collect and maintain property, land use, economic, demographic and financial data necessary to monitor trends relevant to economic development activities.
- Review impact of economic and redevelopment regulations and laws; make recommendations for legislative amendments; represent the City with regulatory and other governmental agencies.
- Oversees, plans, develops, and implements strategy to achieve the City's goals for local, state and federal programs related to community housing and economic development, including community preservation, neighborhood revitalization single and multiple rehabilitation, affordable housing, first time buyer, sweat-equity, homeless-shelter, real property nuisance abatement, mobile home rent control, block grant, and related housing, loan and community Development programs and projects.
- Oversee the preparation, implementation and compliance of the City/HUD 5 year Consolidated Housing Plan with local, state and federal agencies.
- Perform related managerial duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Advanced principles and practices of economic development, commercial revitalization and Community Housing.
- Recent developments, current literature and informational sources in the field of economic development and community housing.

- Finance and construction management principals, including research, statistical methods and methods of technical report writing.
- Budgeting procedures and techniques, as well as development financing, bank practices and investment markets.
- Principles and practices of supervision, training and personnel management.

Ability to:

- Understand and interpret complex state and federal regulations, laws, codes, policies and solutions in the area of housing, revitalization and economic development.
- Set priorities and organize work as necessary to meet deadlines and achieve redevelopment and economic development goals as established by policy makers.
- Research, analyze, compile and prepare financial, demographic and land use studies, including producing such studies in an understandable manner.
- Communicate effectively, both orally and in writing, to diverse groups, including large public audiences and small development teams.
- Supervise, train, evaluate and empower personnel to work efficiently and effectively.
- Establish and maintain effective working relationships with those contracted in the course of work.

EXPERIENCE AND EDUCATION

Experience:

Four years of full-time, professional level work in the fields of economic development, community development work and community housing, preferably in a municipal setting. One of the four years of experience shall be in a supervisory capacity.

Education:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in planning, public or business administration, economics or a related field.

LICENSE AND CERTIFICATES

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position will be required at the time of appointment. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis.

Maintenance of a valid California Driver's license and proof of automobile liability insurance thereafter is a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to operate vehicles and equipment, read instructions and follow directions; hear well enough to distinguish mechanical noises, to converse on the radio, telephone and in person; use of hands and fingers for writing, typing, and other computer related functions; and be able to lift equipment as necessary.

Reviewed and Approved:

Personnel Officer

Date

November 2006
Revised 1/13



Council Synopsis

February 26, 2013

8B

From: Roy W. Wasden, City Manager

Prepared by: Ron Reid, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Amending the City of Turlock Fiscal Year 2012-2013 General and Non-General Fund Budgets

2. DISCUSSION OF ISSUE:

The Fiscal Year 2012-13 General and Non-General Fund Budgets were adopted on May 22, 2012. The budgets were prepared with the best information available at the time; however during the course of the Fiscal Year expected and unanticipated changes make it necessary to recommend budget amendments as detailed in this report.

General Fund Revenue

Property Taxes – Expense \$225,000

110-00-000-30010_001 – Property Taxes “Current Secured”

110-10-112-47306 – County Tax Admin Fee

We budgeted \$3,650,000 for anticipated revenue from the “Current Secured” account. Several actions over the past few months, much to do with the dissolution of the RDA, have caused changed allocation streams. The first remittance of secured property tax was less than budgeted. If that trend continues at the same rate for the rest of the year, the City would receive approximately \$500,000 less than originally budgeted. However:

- We received approximately \$100,000 in additional property tax revenue from the change in the property tax administration fee to the County, as a result of litigation in Los Angeles
 - Reducing the property tax shortage to approximately \$400,000.
- We also received approximately \$175,000 in RPTTF pass through payments
 - Reducing the shortage to approximately \$225,000.

110-00-000-30010 007 - Property Taxes "Property Tax In Lieu – VLF" – Expense \$155,000

Experiencing the Property Tax "Current Secured" reduction (above), would result in an additional \$155,000 reduction of in lieu revenue, as in lieu money is based on assessed value which is projected at a 3.5% valuation loss.

110-40-400-34400 – Prop 84 Fiscal Tool Grant – Revenue \$8,365

Unspent funds from Fiscal Year 2011-12 rolled over.

110-60-600-38001 – Reimburse Public Maintenance Services Manager – Revenue \$21,686

Correction from original amount budgeted.

General Fund Expense

110-10-104-43152 – Administration – Contract Elections – Revenue \$14,000

The City Clerk's budget had included \$50,000 for Contract Elections, however only \$36,000 was expended – net savings of \$14,000.

110-10-110-43065 – Human Resources – Copier Maintenance/Lease – Expense \$2,550

The budget in Human Resources requires this adjustment because of an increase in lease and maintenance costs associated with a larger machine needed to handle heavier demands.

110-40-400-43055 004 – Consultant Prop 84 Fiscal Tool Grant – Revenue \$8,365

Unspent funds from Fiscal Year 2011-12

Non-General Fund Expense

205-60-604-44005 022 – Sports Facilities – Expense \$2,500

This Pedretti Sports Complex account requires an adjustment to address maintenance expectations for the NCAA Division II Fast Pitch Softball Tournament in the Spring of 2013.

410-51-530-43316 – NPDES Permit Studies – Expense \$100,000

Expense incurred by a requirement to perform Chloramination Pilot Testing for a Time Schedule Order.

410-51-530-43336 – Cal ARP Compliance Audit – Expense \$15,000

Expense incurred from a five year update requested during Fiscal Year 2012-13, instead of the previously planned Fiscal Year 2013-14.

410-51-530-43340 – North Valley Regional Recycling Water Project – Expense \$100,000

Cost of consultant for services to be completed in Fiscal Year 2012-13.

410-51-530-44005 – Chemicals – Aluminum Chlorohydrate – Expense \$90,000

Expense incurred when more chemicals were used during the winter months, due to adverse effects of storms.

General Fund and Non-General Fund Expenses

110-10-112-48001 122 – General Government Capital Purchases – Police Vehicles and Police Mobile Data Computers (MDC's) – General Fund Expense of \$275,000 was Added with a Non-General Fund Reduction of the Same Amount (\$275,000)

Vehicle and computer equipment replacement was authorized by Council, in 2011, as part of a Five-Year CIP and a Small Equipment Replacement plan. The equipment replacement was authorized to be made out of General Fund monies; however, there was an error in the initial preparation of the Fiscal Year 2012-13 budget. The money was mistakenly attributed to Non-General Fund monies instead of General Fund.

The error was recently identified, after purchase of new equipment. Over the current Fiscal Year, purchases of \$200,000 for MDC's for the police cars, \$50,000 for two unmarked police cars, and another \$25,000 for an animal control vehicle were mistakenly charged to the Non-General Fund under account numbers:

- 242-00-000-215-48001_122,
- 506-00-000-236-48001_122, and
- 506-00-000-216-48001_122, respectively.

Once the error was identified, the charges were immediately returned to the Non-General Fund accounts and charged correctly to the General Fund Account of:

- 110-10-112-48001_122.

As this was an error that started during the initial Fiscal Year 2012-13 budget preparation, the initial budgeted \$935,500 for Capital Purchases for Fiscal Year 2012-13 (Account #110-10-112-48001_122) should have been \$1,210,000 (\$275,000 more). The above augmentation rectifies the error by amending the General Fund budget by that amount – subsequently reducing the Non-General Fund expenses by the same amount.

Reducing Cost of Medical/Health (Acct's 42002) – Revenue \$1,000,000
(\$616,530 in General Fund Savings, \$383,470 in Non-General Fund Savings)

The Health Care Fund is the City funded health care plan for City of Turlock employees. Among other things, the operation of the fund is affected by (1) employee utilization, (2) utilization management by a firm hired by the City, (3) effectiveness of the level of discounts obtained by the network provider and those medical providers that contract with that provider and (4) management of risk through re-insurance for catastrophic health care events. The four items are specifically called out for this report as they have had the most significant impact in cost containment or cost increases of all areas affecting the plan.

- (1) In Fiscal Year 2011-12, the Health (Medical/Dental) fund, for both General Fund and Non-General Fund, closed with encumbrances of \$6,315,708 (\$657,294 more than the original adopted budget of \$5,658,414). Staff sought changes in medical coverage that anticipated reducing expenses. Employees made significant changes in utilization including elimination of a single high-cost provider that significantly reduced the average overall provider costs. These changes have worked together to improve overall employee utilization charges.
- (2) A new medical network and a new utilization management company have provided for the greatest realization in cost savings. Utilization management by Hines & Associates and the introduction of Network by Design has significantly mediated a great deal of medical costs previously budgeted for in the original Fiscal Year 2012-13 budget. Current year-to-date review supports a conservative \$1,000,000 in projected savings (\$616,530 General Fund and \$383,470 Non-General Fund) from the previously budgeted \$5,414,700 for Fiscal Year 2012-13.

This expected savings is primarily due to the management of major medical cases. In Fiscal Year 2011-2012 we experienced 10 medical claims that exceeded the stop loss value of \$110,000. Had we maintained the \$110,000 stop loss as a base, the City would have incurred an increase of our re-insurance premium in the amount of approximately \$315,000, to a total of more than \$1,903,000. Council, however, directed that we increase the stop loss from the previously recognized \$110,000 to the increased stop loss of \$130,000. By increasing the stop loss to \$130,000, the projected increase in re-insurance premium was reduced from \$315,000 (above) to just \$25,000, or a total premium of approximately \$1,613,000.

- (3) Beginning June 1, 2012, our health plan enjoyed significant discounts as the result of our newly acquired Preferred Provider Organization (PPO), Network by Design. As an example, healthcare expenditures charged to the City's health accounts for the first seven months of Fiscal Year 2011-2012 was compared to those same months in Fiscal Year 2012-13. The first seven

months of Fiscal Year 2011-2012 saw \$3,746,000 while Fiscal Year 2012-13 has seen approximately \$2,215,000 – a reduction of \$1,531,000.

The above numbers could be influenced by holdover charges from the prior Fiscal Year 2011-2012, differing billing cycles in the two medical networks, the total number of stop loss incidents, or a number of other factors associated with the differing medical networks. Still, staff is confident the City should realize at least a \$1,000,000 savings from the previously budgeted \$5,414,700.

- (4) The City manages our risk by insuring against catastrophic events with stop loss or re-insurance. We work diligently to monitor and proactively manage our healthcare account as we reshape our health plan administration. The cost containment and control on major claims is essential to be able to purchase re-insurance at a stop loss and premium level that is viable for the costs of our health plan.

Employees' Contributions to PERS – Revenue \$1,478,947

“PERS Expense” (Acct's 38001)

“Employee Contribution to PERS” (Acct's 42016)

This adjustment is necessary as a result of employees, citywide, agreeing to continue to pay nine percent of their PERS contribution as a concession for the time period of 11-1-12 through 6-30-13 (previously only budgeted for from 7-1-12 through 10-31-12). As the nine percent PERS expense to the City is shifted to the employees, the net result is a savings to the City of \$1,478,947 (\$789,446 General Fund and \$689,501 Non-General Fund).

Time Sellback – (Sick Leave – Acct's 41053 & Vacation – Acct's 41055)

Total Expense \$84,492

These adjustments were necessary to account for MOU allowances for conversion pay of sick leave and vacation, not previously budgeted for.

- Cost of actual non-budgeted buy outs:
 - General Fund Sick Leave Conversion - \$26,156
 - Non-General Fund Sick Leave Conversion - \$2,569
 - General Fund Vacation Leave Conversion \$13,904
 - Non-General Fund Vacation Leave Conv. \$1,098
 - Total - Actual \$44,492

- Cost of potential end of year vacation only buy outs (Eligible – TCEA, TMAPS, Management, and Confidential employees):
 - General Fund Vacation Leave Conversion – \$12,000
 - Non-General Fund Vacation Leave Conv. – \$28,000
 - Total – Potential Added \$40,000

- Fund Total Potential Expense **\$84,492**

3. BASIS FOR RECOMMENDATION:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

- Goal(s):**
- b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
 - c. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus

4. BUDGET AMENDMENT:

Budget Amendment:

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

- A. Do not accept the Mid-Year budget amendment recommendations and maintain the current adopted budget for Fiscal Year 2012-13.
- B. Direct staff to provide an alternative amended budget with additional considerations to be provided.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE }
CITY OF TURLOCK FISCAL YEAR }
2012-2013 GENERAL AND NON-GENERAL }
FUND BUDGETS }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the City Council adopted a budget for the General and Non-General Funds to cover the projected expenses for the fiscal year on June 14, 2011; and

WHEREAS, during the course of the fiscal year, unanticipated changes made it necessary to recommend budget amendments as detailed in Exhibits A and B.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby amend the City of Turlock Fiscal Year 2012-2013 General and Non-General Fund budgets.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26th day of February, 2013, 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

FY 12-13 MID YEAR BUDGET AMENDMENTS

						Effect to Fund Balance
Department					Amount	
Revenue						
110	10	104	38001 029 Transfer for Secretary	Result of Employee 9% PERS Contrib/Medical Amend.	(\$3,832)	(\$3,832)
110	00	000	30010 001 Property Taxes - Current Secured	Projected 3.5% Revenue Reduction	(\$225,000)	(\$225,000)
110	00	000	30010 007 Property Taxes - Property Tax in Lieu-VLF	Result of Change in Assessed Value	(\$155,000)	(\$155,000)
110	10	106	38001 008 Trf in From Funds 410 & 420 Bldg. Maint.-Coll.& Billing	Result of Employee 9% PERS Contrib/Medical Amend.	(\$664)	(\$664)
110	10	110	38001 084 Reimbursement from Fund 501 - I.T. Support	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,417)	(\$5,417)
110	40	400	34400 Prop 84 Fiscal Tool Grant	Unspent funds from FY 11-12	\$8,365	\$8,365
110	50	500	38001 028 BCH Labor Transfer to Dept. 112	Result of Employee 9% PERS Contrib/Medical Amend.	(\$10,887)	(\$10,887)
110	50	500	38001 030 Transfer for Police Facility Maintenance	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,855)	(\$5,855)
110	60	600	38001 043 Reimburse Public Maintenance Services Manager	Correction to Adopted Budget	\$21,686	\$21,686
110	60	600	38001 043 Transfer for Public Maintenance Serv. Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,908)	(\$5,908)
110	61	620	38001 151 Transfer for Public Maintenance Services Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$4,865)	(\$4,865)
110	61	620	38001 152 Transfer for Rec. Staff Services Assistant	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,671)	(\$1,671)
Expenses						
110	10	100	42016 City Council	Employee 9% PERS Contribution	(\$540)	\$540
110	10	100	43035 000 BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$883)	\$883
110	10	100	48001 029 Transfer for Secretary	Result of Employee 9% PERS Contrib/Medical Amend.	(\$3,832)	\$3,832
110	10	100	48001 083 Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$490)	\$490
110	10	102	41055 Vacation Conversion	Per MOU	\$1,500	(\$1,500)
110	10	102	42002 Medical/Dental Insurance	Reduction in Health Care Costs	(\$6,098)	\$6,098
110	10	102	42016 City Manager	Employee 9% PERS Contribution	(\$19,779)	\$19,779
110	10	102	43035 000 BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$836)	\$836
110	10	102	48001 083 Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$196)	\$196
110	10	104	43152 Contract - Elections	Total expenses less than budget.	(\$14,000)	\$14,000
110	10	104	41053 Sick Leave Conversion	Per MOU	\$1,124	(\$1,124)
110	10	104	41055 Vacation Conversion	Per MOU	\$1,000	(\$1,000)
110	10	104	42002 Medical/Dental Insurance	Reduction in Health Care Costs	(\$1,524)	\$1,524
110	10	104	42009 Medicare	Per MOU	\$16	(\$16)
110	10	104	42014 Deferred Comp in Lieu	Reduction in Health Care Costs	(\$1,524)	\$1,524
110	10	104	42016 City Clerk	Employee 9% PERS Contribution	(\$3,340)	\$3,340
110	10	104	48001 083 Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$98)	\$98
110	10	104	42002 Medical/Dental Insurance	Reduction in Health Care Costs	(\$12,195)	\$12,195
110	10	106	41055 Vacation Conversion	Per MOU	\$1,500	(\$1,500)
110	10	106	42016 Finance	Employee 9% PERS Contribution	(\$20,969)	\$20,969
110	10	106	43035 000 BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,328)	\$1,328
110	10	106	48001 083 Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$392)	\$392
110	10	108	41055 Vacation Conversion	Per MOU	\$1,500	(\$1,500)
110	10	108	42016 City Attorney	Employee 9% PERS Contribution	(\$16,369)	\$16,369
110	10	108	43035 000 BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$365)	\$365
110	10	108	41053 Sick Leave Conversion	Per MOU	\$2,920	(\$2,920)
110	10	108	42002 Medical/Dental Insurance	Reduction in Health Care Costs	(\$6,098)	\$6,098
110	10	108	42009 Medicare	Per MOU	\$42	(\$42)
110	10	108	48001 083 Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$196)	\$196
110	10	110	41053 Sick Leave Conversion	Per MOU	\$3,351	(\$3,351)
110	10	110	41055 Vacation Conversion	Per MOU	\$2,500	(\$2,500)
110	10	110	42002 Medical/Dental Insurance	Reduction in Health Care Costs	(\$15,244)	\$15,244
110	10	110	42009 Medicare	Per MOU	\$5	(\$5)
110	10	110	42016 Human Resources	Employee 9% PERS Contribution	(\$24,205)	\$24,205
110	10	110	43035 000 BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$426)	\$426
110	10	110	43065 Copier Maintenance/Lease	Budget based on different copying machine.	\$2,550	(\$2,550)
110	10	110	48001 083 Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$490)	\$490
110	10	112	43035 001 BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$10,887)	\$10,887
110	10	112	47306 County Tax Admin Fee	Effect of Los Angeles Litigation	(\$100,000)	\$100,000
110	10	112	48001 013 Transfer to Pedretti Sports Complex	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,982)	\$5,982
110	10	112	48001 014 Transfer to Regional Sports Complex	Result of Employee 9% PERS Contrib/Medical Amend.	(\$13,978)	\$13,978
110	10	112	48001 028 Transfer for BCH Janitorial	Result of Employee 9% PERS Contrib/Medical Amend.	(\$10,887)	\$10,887
110	10	112	48001 122 Transfer to Fund 112 for Capital Purchases	Correction to Adopted Budget-Fund Capital 100% from GF Reserve	\$275,000	(\$275,000)
110	20	200	41053 Sick Leave Conversion	Per MOU	\$2,021	(\$2,021)
110	20	200	41055 Vacation Conversion	Per MOU	\$2,703	(\$2,703)

FY 12-13 MID YEAR BUDGET AMENDMENTS

						Effect to	
						Fund	
Department						Amount	Balance
110	20	200	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$74,694)	\$74,694
110	20	200	42009	Medicare	Per MOU	\$68	(\$68)
110	20	200	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$4,573)	\$4,573
110	20	200	42016	Police Services - Support Services	Employee 9% PERS Contribution	(\$84,378)	\$84,378
110	20	200	48001 030	Transfer for Police Facility Maintenance	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,855)	\$5,855
110	20	200	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$10,879)	\$10,879
110	20	205	41053	Sick Leave Conversion	Per MOU	\$3,155	(\$3,155)
110	20	205	41055	Vacation Conversion	Per MOU	\$1,751	(\$1,751)
110	20	205	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$54,878)	\$54,878
110	20	205	42009	Medicare	Per MOU	\$180	(\$180)
110	20	205	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$9,146)	\$9,146
110	20	205	42016	Police Services - Investigations	Employee 9% PERS Contribution	(\$96,735)	\$96,735
110	20	210	41053	Sick Leave Conversion	Per MOU	\$13,585	(\$13,585)
110	20	210	41055	Vacation Conversion	Per MOU	\$5,000	(\$5,000)
110	20	210	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$181,401)	\$181,401
110	20	210	42009	Medicare	Per MOU	\$413	(\$413)
110	20	210	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$7,622)	\$7,622
110	20	210	42016	Police Services - Patrol	Employee 9% PERS Contribution	(\$264,156)	\$264,156
110	20	215	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$9,146)	\$9,146
110	20	215	42016	Animal Services	Employee 9% PERS Contribution	(\$9,899)	\$9,899
110	20	215	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$294)	\$294
110	20	220	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$10,671)	\$10,671
110	20	220	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$1,524)	\$1,524
110	20	220	42016	Neighborhood Services	Employee 9% PERS Contribution	(\$12,082)	\$12,082
110	20	220	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$392)	\$392
110	30	300	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$132,621)	\$132,621
110	30	300	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$10,671)	\$10,671
110	30	300	42016	Fire Services	Employee 9% PERS Contribution	(\$208,411)	\$208,411
110	30	300	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$4,900)	\$4,900
110	40	400	41055	Vacation Conversion	Per MOU	\$1,500	(\$1,500)
110	40	400	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$15,244)	\$15,244
110	40	400	42016	Planning	Employee 9% PERS Contribution	(\$22,999)	\$22,999
110	40	400	43035 000	BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$542)	\$542
110	40	400	43055 004	Consultant-Prop 84 Fiscal Tool Grant	Unspent funds from FY 11-12	\$8,365	(\$8,365)
110	40	400	48001 046	Transfer for Director of Development Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$2,908)	\$2,908
110	40	400	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$490)	\$490
110	50	500	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$7,622)	\$7,622
110	50	500	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$1,524)	\$1,524
110	50	500	42016	Public Facilities	Employee 9% PERS Contribution	(\$8,209)	\$8,209
110	50	500	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$294)	\$294
110	60	600	41055	Vacation Conversion	Per MOU	\$2,000	(\$2,000)
110	60	600	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$18,293)	\$18,293
110	60	600	42016	Park Maintenance	Employee 9% PERS Contribution	(\$21,039)	\$21,039
110	60	600	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$588)	\$588
110	61	620	41055	Vacation Conversion	Per MOU	\$1,000	(\$1,000)
110	61	620	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$4,573)	\$4,573
110	61	620	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$1,524)	\$1,524
110	61	620	42016	Parks, Recreation & PFM Administration	Employee 9% PERS Contribution	(\$7,255)	\$7,255
110	61	620	48001 041	Transfer for Staff Services Technician	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,285)	\$1,285
110	61	620	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$392)	\$392
110	61	620	48001 124	Transfer for Public Maintenance Supervisor	Result of Employee 9% PERS Contrib/Medical Amend.	(\$2,390)	\$2,390
110	61	624	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$3,049)	\$3,049
110	61	624	42016	Recreation - Sports	Employee 9% PERS Contribution	(\$4,090)	\$4,090
110	61	630	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$1,524)	\$1,524
110	61	630	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$1,524)	\$1,524
110	61	630	42016	Recreation - Prevention/Youth	Employee 9% PERS Contribution	(\$4,090)	\$4,090
Effect to Fund Balance							\$895,730

FY 12-13 MID YEAR BUDGET AMENDMENTS

							Amount	Effect to Fund Balance
Department								
Revenue								
121	10	123	38001	158	Transfers in From Fd 621 Successor Agency Support	Result of Employee 9% PERS Contrib/Medical Amend.	(\$10,394)	(\$10,394)
Expenses								
121	10	123	42002		Medical/Dental Insurance	Reduction in Health Care Costs	(\$3,049)	\$3,049
121	10	123	42016		Economic Development	Employee 9% PERS Contribution	(\$7,238)	\$7,238
121	10	123	48001	083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$98)	\$98
Effect to Fund Balance								<u>(\$9)</u>
Expenses								
204	50	505	48001	040	Transfer for Staff Services Technician	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,928)	\$1,928
Effect to Fund Balance								<u>\$1,928</u>
Revenue								
205	60	602	38001	014	Trf from General Fund for Regional Sports Complex	Result of Employee 9% PERS Contrib/Medical Amend.	(\$13,978)	(\$13,978)
205	60	604	38001	013	Trf from General Fund for Pedretti Sports Complex	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,982)	(\$5,982)
Expenses								
205	60	602	42002		Medical/Dental Insurance	Reduction in Health Care Costs	(\$3,049)	\$3,049
205	60	602	42014		Deferred Comp in Lieu	Reduction in Health Care Costs	(\$3,049)	\$3,049
205	60	602	42016		Regional Sports Complex	Employee 9% PERS Contribution	(\$5,155)	\$5,155
205	60	602	48001	043	Transfer for Public Maintenance Serv. Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,182)	\$1,182
205	60	602	48001	083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$196)	\$196
205	60	602	48001	124	Transfer for Public Maintenance Supervisor	Result of Employee 9% PERS Contrib/Medical Amend.	(\$374)	\$374
205	60	602	48001	151	Transfer for Public Maintenance Services Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$973)	\$973
205	60	604	42002		Medical/Dental Insurance	Reduction in Health Care Costs	(\$3,049)	\$3,049
205	60	604	42016		Pedretti Sports Complex	Employee 9% PERS Contribution	(\$2,806)	\$2,806
205	60	604	44005	022	Soil Amendments	NCAA Division II Fast Pitch Softball Tournament	\$2,500	(\$2,500)
205	60	604	48001	043	Transfer for Public Maintenance Serv. Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,182)	\$1,182
205	60	604	48001	083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$98)	\$98
205	60	604	48001	124	Transfer for Public Maintenance Supervisor	Result of Employee 9% PERS Contrib/Medical Amend.	(\$374)	\$374
205	60	604	48001	151	Transfer for Public Maintenance Services Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$973)	\$973
Effect to Fund Balance								<u>\$0</u>
Revenue								
217	50	510	38001	041	Transfer for Staff Services Technician	Result of Employee 9% PERS Contrib/Medical Amend.	(\$3,856)	(\$3,856)
217	50	510	38001	124	Transfer for Public Maintenance Supervisor	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,976)	(\$5,976)
Expenses								
217	50	510	41055		Vacation Conversion	Per MOU	\$1,000	(\$1,000)
217	50	510	42002		Medical/Dental Insurance	Reduction in Health Care Costs	(\$30,488)	\$30,488
217	50	510	42016		Streets - Gas Tax	Employee 9% PERS Contribution	(\$30,732)	\$30,732
217	50	510	48001	043	Transfer for Public Maintenance Serv. Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,182)	\$1,182
217	50	510	48001	083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$980)	\$980
217	50	510	48001	151	Transfer for Public Maintenance Services Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$973)	\$973
217	50	510	48001	152	Transfer for Rec. Staff Services Assistant	Result of Employee 9% PERS Contrib/Medical Amend.	(\$557)	\$557
Effect to Fund Balance								<u>\$54,080</u>
Expenses								
240	00	000	227	48001	036 Transfer for Records Management - Building	Result of Employee 9% PERS Contribution	(\$6,112)	\$6,112
Effect to Fund Balance								<u>\$6,112</u>
Expenses								
242	00	000	215	48001	122 Transfer to Fund 112 for Capital Purchases	Should have been funded 100% from GF Reserve	(\$200,000)	\$200,000
Effect to Fund Balance								<u>\$200,000</u>
Expenses								
246	60	600	41055		Vacation Conversion	Per MOU	\$3,000	(\$3,000)
246	60	600	42002		Medical/Dental Insurance	Reduction in Health Care Costs	(\$21,341)	\$21,341
246	60	600	42016		Landscape Assessment	Employee 9% PERS Contribution	(\$19,252)	\$19,252
246	60	600	48001	041	Transfer for Staff Services Technician	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,928)	\$1,928
246	60	600	48001	042	Transfer for Staff Services Assistant	Result of Employee 9% PERS Contrib/Medical Amend.	(\$917)	\$917
246	60	600	48001	043	Transfer for Public Maintenance Serv. Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,182)	\$1,182
246	60	600	48001	083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$686)	\$686
246	60	600	48001	124	Transfer for Public Maintenance Supervisor	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,494)	\$1,494
246	60	600	48001	151	Transfer for Parks/Rec/Public Facilities Supt. Charges	Result of Employee 9% PERS Contrib/Medical Amend.	(\$973)	\$973
246	60	600	48001	152	Transfer for Rec. Staff Services Assistant	Result of Employee 9% PERS Contrib/Medical Amend.	(\$557)	\$557
Effect to Fund Balance								<u>\$26,989</u>

FY 12-13 MID YEAR BUDGET AMENDMENTS

						Effect to Fund Balance
Department					Amount	
Expenses						
255	41	485	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$9,146) \$9,146
255	41	485	42016	CDBG	Employee 9% PERS Contribution	(\$15,461) \$15,461
255	41	485	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$320) \$320
					<i>Effect to Fund Balance</i>	<u>\$24,927</u>
Expenses						
256	41	486	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$3,049) \$3,049
256	41	486	42016	Stanislaus Housing Consortia	Employee 9% PERS Contribution	(\$3,970) \$3,970
256	41	486	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$107) \$107
					<i>Effect to Fund Balance</i>	<u>\$7,126</u>
Expenses						
265	30	310 311	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$9,146) \$9,146
265	30	310 311	42016	Fire SAFER Grant	Employee 9% PERS Contribution	(\$8,903) \$8,903
					<i>Effect to Fund Balance</i>	<u>\$18,049</u>
Expenses						
266	20	260 342	41055	Vacation Conversion	Per MOU	\$1,098 (\$1,098)
266	20	260 342	42009	Medicare	Per MOU	\$16 (\$16)
266	20	260 343	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$6,098) \$6,098
266	20	260 343	42016	COPS (ARRA) Grant	Employee 9% PERS Contribution	(\$10,188) \$10,188
					<i>Effect to Fund Balance</i>	<u>\$15,172</u>
Revenue						
405	40	405	38001 036	Transfer for Records Management - Building	Result of Employee 9% PERS Contrib/Medical Amend.	(\$6,112) (\$6,112)
Expenses						
405	40	405	41053	Sick Leave Conversion	Per MOU	\$5,167 (\$5,167)
405	40	405	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$21,341) \$21,341
405	40	405	42016	Building and Safety	Employee 9% PERS Contribution	(\$28,819) \$28,819
405	40	405	43035 000	BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,267) \$1,267
405	40	405	48001 046	Transfer for Director of Development Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$2,908) \$2,908
405	40	405	48001 047	Transfer for Building Official	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,863) \$5,863
405	40	405	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$686) \$686
					<i>Effect to Fund Balance</i>	<u>\$49,605</u>
Revenue						
410	51	530	38001 042	Transfer for Staff Services Assistant	Result of Employee 9% PERS Contrib/Medical Amend.	(\$2,751) (\$2,751)
Expenses						
410	51	530	41053	Sick Leave Conversion	Per MOU	\$10,200 (\$10,200)
410	51	530	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$99,084) \$99,084
410	51	530	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$4,573) \$4,573
410	51	530	42016	WQC	Employee 9% PERS Contribution	(\$133,917) \$133,917
410	51	530	43035 000	BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,133) \$1,133
410	51	530	43316	NPDES Permit Studies	Perform Chloramination Pilot Testing for Time Schedule Order	\$100,000 (\$100,000)
410	51	530	43336	Cal ARP Compliance Audit	5 Year Update during FY 12-13 instead of FY 13-14	\$15,000 (\$15,000)
410	51	530	43340	North Valley Regional Recycling Water Project	Consultant for Services to be completed in FY 12-13 More chemicals used during winter months due to adverse effect of storms.	\$100,000 (\$100,000)
410	51	530	44005 005	Chemicals - Aluminum Chlorohydrate		\$90,000 (\$90,000)
410	51	530	48001 008	Trf Out to Fund 110 Bldg. Maint.-Coll. & Billing	Result of Employee 9% PERS Contrib/Medical Amend.	(\$332) \$332
410	51	530	48001 032	Transfer for Regulatory Affairs Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$4,887) \$4,887
410	51	530	48001 033	Transfer for Shipping & Receiving Inv. Specialist	Result of Employee 9% PERS Contrib/Medical Amend.	(\$2,798) \$2,798
410	51	530	48001 040	Transfer for Staff Services Technician	Result of Employee 9% PERS Contrib/Medical Amend.	(\$2,249) \$2,249
410	51	530	48001 049	Municipal Services Salaries & Benefits Transfers	Result of Employee 9% PERS Contrib/Medical Amend.	(\$15,504) \$15,504
410	51	530	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	\$3,926 (\$3,926)
410	51	530	48001 124	Transfer for Public Maintenance Supervisor	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,345) \$1,345
410	51	530	48001 129	Transfer for Water Conservation Worker	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,371) \$1,371
410	51	531	41053	Sick Leave Conversion	Per MOU	\$4,000 (\$4,000)
410	51	531	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$28,963) \$28,963
410	51	531	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$1,524) \$1,524
410	51	531	42016	WQC - Collections	Employee 9% PERS Contribution	(\$30,260) \$30,260
410	51	531	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$882) \$882
410	51	531	48001 131	Transfer for Instrument Tech	Result of Employee 9% PERS Contrib/Medical Amend.	(\$3,298) \$3,298
410	51	532	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$19,817) \$19,817

FY 12-13 MID YEAR BUDGET AMENDMENTS

						Effect to
						Fund
Department						Amount
						Balance
410	51	532	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$1,524) \$1,524
410	51	532	42016	WQC - Storm Basin Maintenance	Employee 9% PERS Contribution	(\$20,764) \$20,764
410	51	532	48001 041	Transfer for Staff Services Technician	Result of Employee 9% PERS Contrib/Medical Amend.	(\$643) \$643
410	51	532	48001 043	Transfer for Public Maintenance Serv. Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,182) \$1,182
410	51	532	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$686) \$686
410	51	532	48001 151	Transfer for Public Maintenance Services Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$973) \$973
410	51	532	48001 152	Transfer for Rec. Staff Services Assistant	Result of Employee 9% PERS Contrib/Medical Amend.	(\$557) \$557
Effect to Fund Balance						\$52,369
Revenue						
420	52	550	38001 032	Transfer for Regulatory Affairs Manager	Result of Employee 9% PERS Contrib/Medical Amend.	(\$4,887) (\$4,887)
420	52	550	38001 033	Transfer for Shipping & Receiving Inv. Specialist	Result of Employee 9% PERS Contrib/Medical Amend.	(\$2,798) (\$2,798)
420	52	550	38001 040	Transfer for Staff Services Technician	Result of Employee 9% PERS Contrib/Medical Amend.	(\$4,177) (\$4,177)
420	52	550	38001 049	Municipal Services Salaries & Benefits Transfers	Result of Employee 9% PERS Contrib/Medical Amend.	(\$15,504) (\$15,504)
420	52	550	38001 129	Transfer for Water Conservation Worker	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,371) (\$1,371)
420	52	550	38001 131	Transfer for Instrument Tech	Result of Employee 9% PERS Contrib/Medical Amend.	(\$3,298) (\$3,298)
Expenses						
420	52	550	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$60,975) \$60,975
420	52	550	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$3,049) \$3,049
420	52	550	42016	Water Enterprise	Employee 9% PERS Contribution	(\$71,088) \$71,088
420	52	550	43035 000	BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,133) \$1,133
420	52	550	48001 008	Trf Out to Fund 110 Bldg. Maint.-Coll. & Billing	Result of Employee 9% PERS Contrib/Medical Amend.	(\$332) \$332
420	52	550	48001 042	Transfer for Staff Services Assistant	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,834) \$1,834
420	52	550	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$2,058) \$2,058
Effect to Fund Balance						\$108,434
Revenue						
425	40	415	38001 038	Transfer for Transit Planner	Result of Employee 9% PERS Contrib/Medical Amend.	(\$3,609) (\$3,609)
425	40	415	38001 039	Transfer for Transit Supervisor	Result of Employee 9% PERS Contrib/Medical Amend.	(\$4,291) (\$4,291)
Expenses						
425	40	415	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$6,098) \$6,098
425	40	415	42016	Transit - Dial-A-Ride	Employee 9% PERS Contribution	(\$9,701) \$9,701
Effect to Fund Balance						\$7,899
Expenses						
426	40	415	48001 038	Transfer for Transit Planner	Result of Employee 9% PERS Contrib/Medical Amend.	(\$3,609) \$3,609
426	40	415	48001 039	Transfer for Transit Supervisor	Result of Employee 9% PERS Contrib/Medical Amend.	(\$4,291) \$4,291
Effect to Fund Balance						\$7,900
Revenue						
501	10	130	38001 083	Transfers in for Info Tech Support	Result of Employee 9% PERS Contrib/Medical Amend.	(\$35,004) (\$32,146)
Expenses						
501	10	130	41053	Sick Leave Conversion	Per MOU	\$4,600 (\$4,600)
501	10	130	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$10,671) \$10,871
501	10	130	42009	Medicare	Per MOU	\$25 (\$25)
501	10	130	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$1,524) \$1,524
501	10	130	42016	Information Technology	Employee 9% PERS Contribution	(\$18,635) \$18,635
501	10	130	43035 000	BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$324) \$324
501	10	130	48001 084	Reimbursement to 110-10-110 for I.T. Support	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,391) \$5,417
Effect to Fund Balance						\$0
Revenue						
502	40	410	38001 046	Transfer for Director of Development Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,816) (\$5,816)
502	40	410	38001 047	Transfer for Building Official	Result of Employee 9% PERS Contrib/Medical Amend.	(\$5,863) (\$5,863)
Expenses						
502	40	410	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$39,634) \$39,834
502	40	410	42014	Deferred Comp in Lieu	Reduction in Health Care Costs	(\$3,049) \$3,049
502	40	410	42016	Engineering	Employee 9% PERS Contribution	(\$69,096) \$69,096
502	40	410	43035 000	BCH Contract Services Shared Costs	Result of Employee 9% PERS Contrib/Medical Amend.	(\$2,648) \$2,648
502	40	410	48001 083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$1,560) \$1,560
Effect to Fund Balance						\$104,508
Expenses						
505	50	525	42002	Medical/Dental Insurance	Reduction in Health Care Costs	(\$12,195) \$12,195
505	50	525	42016	Fleet Maintenance	Employee 9% PERS Contribution	(\$14,205) \$14,205

FY 12-13 MID YEAR BUDGET AMENDMENTS

Department						Amount	Effect to Fund Balance
505	50	525	48001	083	Transfer Out to Fund 501 for I.T. Services	Result of Employee 9% PERS Contrib/Medical Amend.	(\$392) \$392
<i>Effect to Fund Balance</i>							<u>\$26,792</u>
506	00	000	216	48001	122	Transfer to Fund 112 for Capital Purchases	Should have been funded 100% from GF Reserve (\$25,000) \$25,000
506	00	000	236	48001	122	Transfer to Fund 112 for Capital Purchases	Should have been funded 100% from GF Reserve (\$50,000) \$50,000
<i>Effect to Fund Balance</i>							<u>\$75,000</u>
Expenses							
621	10	198	48001	158	Transfers Out to Fd 121 Successor Agency Support	Result of Employee 9% PERS Contrib/Medical Amend.	(\$10,394) \$10,394
<i>Effect to Fund Balance</i>							<u>\$10,394</u>

**City of Turlock Amended FY 12-13 Budget
Fund: 110 - General Fund Summary**

Department	2012 Amended Budget	2013 Council Review	2013 Amended Budget
Expenses:			
100 City Council	\$225,494.00	\$271,203.00	\$265,458.00
102 City Manager	\$573,309.00	\$537,150.00	\$511,741.00
104 City Clerk	\$111,187.00	\$162,189.00	\$131,648.00
106 Finance	\$755,624.00	\$800,806.00	\$792,117.00
108 City Attorney	\$449,758.00	\$467,700.00	\$449,134.00
110 Human Resources	\$711,203.00	\$746,036.00	\$714,077.00
112 General Government	\$996,154.00	\$1,103,552.00	\$ 710,392.00
200 Police Services - Support Operations Division	\$3,649,761.00	\$3,683,150.00	\$3,507,638.00
205 Police Services - Special Operations Division	\$3,184,663.00	\$3,301,334.00	\$3,223,687.00
210 Police Services - Field Operations Division	\$9,419,310.00	\$9,616,704.00	\$9,215,948.00
215 Animal Services	\$431,829.00	\$443,700.00	\$424,361.00
220 Neighborhood Services	\$437,784.00	\$450,466.00	\$425,797.00
300 Fire Department	\$7,186,251.00	\$7,403,139.00	\$7,046,536.00
400 Planning	\$803,137.00	\$812,467.00	\$785,149.00
500 Public Facilities	\$411,969.00	\$396,677.00	\$379,028.00
600 Park Maintenance	\$810,090.00	\$976,349.00	\$938,429.00
620 Parks, Recreation & Public Facilities Maintenance Administration	\$234,094.00	\$444,692.00	\$428,273.00
622 Recreation - Programs & Events	\$156,539.00	\$40,897.00	\$40,897.00
624 Recreation - Sports	\$251,465.00	\$265,246.00	\$258,107.00
626 Recreation - Aquatics	\$182,695.00	\$148,334.00	\$148,334.00
630 Recreation - Prevention/Youth	\$314,340.00	\$299,589.00	\$292,451.00
Total Expenses	\$ 31,296,656.00	\$ 32,371,380.00	\$ 30,689,202.00
Total Revenue	\$28,120,517.00	\$30,069,641.00	\$29,793,419.00
Total Revenue Over Expenses	\$ (3,176,139.00)	\$ (2,301,739.00)	\$ (895,783.00)
Fund 216 Streets: Local Transportation Funds (Street Maintenance Deficit)	\$ (451,730.00)	\$ (165,386.00)	\$ -
Fund 405 Building and Safety Deficit	\$ (177,899.00)	\$ (266,096.00)	\$ (227,916.00)
Fund 502 Engineering Deficit	\$ -	\$ (380,334.00)	\$ (276,251.00)
Deficit Including Funds 216, 405 and 502	\$ (3,805,768.00)	\$ (3,113,555.00)	\$ (1,399,950.00)
Transfer to Fund 112 for Capital Purchases	\$ 1,421,294.00	\$ 935,500.00	\$ 1,210,500.00

This will effect the total General Fund Reserve in order to fund the purchase of equipment as part of the Five-Year Equipment Replacement Program.



Council Synopsis

February 26, 2013

80

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

Presented by: Maryn Pitt, Housing Program Services Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Loan Agreement between the City of Turlock and Stanislaus County Affordable Housing Corporation (STANCO) in the total amount of \$270,025.25 for the acquisition and closing costs associated with a four-plex located at 1060 Alpha, Turlock, California, more particularly described as APN No. 043-029-024, as depicted in Attachment A

2. DISCUSSION OF ISSUE:

The HOME Investment Partnerships (HOME) Program was established under Title II of the National Affordable Housing Act. The purpose of HOME funding is:

- 1) To expand the supply of decent, affordable housing and nonprofit housing providers.
- 2) To strengthen the ability of state and local governments to provide housing and public-private partnerships.

The HOME program is administered through the U.S. Department of Housing and Urban Development (HUD). The City of Turlock as the lead agency in the Turlock/Stanislaus County Home Consortium, acts as a participating jurisdiction (PJ), and receives funds under the HOME Program. HUD HOME regulations require PJs to set aside 15% of their HOME allocation for Community Housing Development Organizations (CHDOs). The CHDO funds can be obtained by non-profit organizations that have been certified as a CHDO and have a qualified project without match requirements.

A CHDO (pronounced cho'do) is a private nonprofit, community-based service organization whose primary purpose is to provide and develop decent, affordable housing for the community it serves. Certified CHDOs receive certification from a PJ indicating that they meet certain HOME Program requirements and therefore are eligible for HOME funding. A certified CHDO must be an owner, developer or

sponsor of a HOME-eligible project to use CHDO set-aside funds. A CHDO may serve in one of these roles or in a combination of roles, such as being owner and developer.

The Turlock/Stanislaus County HOME Consortium currently has three certified CHDOs organizations. Those three are Central Valley Coalition for Affordable Housing (CVCAH), Habitat for Humanity and Stanislaus Affordable Housing Corporation (STANCO). Each organization specializes in a different type of housing product.

The specific mission of STANCO is to promote the construction and development of affordable housing opportunities for residents of Stanislaus County. They also maintain a commitment to activities such as Transitional Housing to assist the homeless, Housing Advocacy for renters, and the development of affordable housing. Over the last 15 years, STANCO has proven to be a flexible and valuable community partner. STANCO has successfully completed numerous projects. STANCO has delivered projects on its own as well as in partnership with others. It has partnered with private contractors, Department of Mental Health, the Cities of Modesto, Stanislaus County, HUD and other non-profits to deliver wide-ranging products and services. In the last 10 years, STANCO has experienced significant growth. The number of units currently owned and operated by STANCO has increased from 7 to 59 with more projects in the developmental stages to meet a growing demand.

Staff is recommending approval of a loan in the amount of \$270,025.25. to Stanislaus Affordable Housing Corporation (STANCO) for the purchase of a four-plex on Alpha Road in Turlock. The terms of the loan are as follows:

A. STANCO shall execute a promissory note and deed of trust, Exhibit "B". The promissory note shall be for \$ 270,200.25 . The promissory notes shall call for 3% simple interest with all principal and interest due in thirty (30) years or upon sale or transfer of the Property, whichever occurs first. At year 15, if all covenants and restrictions have been met, then the principal loan balance and accrued interest shall be forgiven incrementally over the last fifteen years of the affordability period. If the covenants and restrictions have not been met, then all principal and interest payments are due according to the terms set above.

B. STANCO shall provide the City with a corporate resolution or similar document approving and authorizing execution of this Agreement and all documents contemplated hereby and with such other documents required by the City regarding STANCO corporate status and ability to enter into this transaction.

C. STANCO shall provide the City with Certificates of Insurance in form and with insurers admitted in California acceptable to the City, evidencing compliance with the insurance requirements of this Agreement on or prior to

close of escrow on the properties and upon demand by City at any time subsequent. If requested by the City, STANCO shall also provide copies of the required insurance policies.

3. BASIS FOR RECOMMENDATION:

Staff recommends the approval of the agreement with Stanislaus Affordable Housing Corporation for the acquisition of the property located at 1060 Alpha Road, Turlock and related administrative expenses.

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

b. Community Programs

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal impact for this activity is \$270,025.25 with the funding as follows:

- 1. HOME CHDO funds totaling \$270,025.25 in account number 256/47222_002 "CHDO Prior Year and 256/47225_002 "Affordable Housing Prior."

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

Council can choose not to approve the agreement, however, providing the funding for the acquisition of this property will add to the number of affordable and transitional units here in Turlock.

Further, the City runs the risk of not meeting HOME grant timeliness expenditure deadlines as required by HUD. The timeliness deadline for expenditure of HOME funds is August 30, 2013.

RECORDING REQUESTED BY:

City of Turlock, a California
Municipal Corporation

WHEN RECORDED MAIL TO:

City of Turlock
Housing Program Division
156 S Broadway, Suite 140
Turlock, CA 95380

**Exempt Recording Per Gov't Code
Section 6103**

(Above for Recorder's Use Only)

DEED RESTRICTION COVENANT AND LOAN AGREEMENT

between

the CITY OF TURLOCK

and

STANISLAUS COUNTY AFFORDABLE HOUSING CORPORATION

For the fourplex located at 1060 Alpha Street, Turlock, California

also known as Assessor's Parcel # 043-029-024

THIS DEED RESTRICTION COVENANT AND LOAN AGREEMENT is made this 26th day of February 2013, by and between the **CITY OF TURLOCK**, California, a municipal corporation (hereinafter "City") and **STANISLAUS COUNTY AFFORDABLE HOUSING CORPORATION**, a non-profit public benefit corporation (hereinafter "STANCO").

1. The City has received a Home Investment Partnership Program (HOME) grant from the United States Department of Housing and Urban Development (HUD) pursuant to Title II of the National Affordable Housing Act of 1990.
2. The HOME grant requires the City to partner with a non-profit Community Housing Development Organization (CHDO) for the development and preservation of affordable housing.
3. STANCO is a Community Housing Development Organization.
4. STANCO desires to purchase a fourplex property located at 1060 Alpha in the City of Turlock (hereinafter "Property") also known as Assessor's Parcel # 043-029-024 with the purpose of providing affordable housing in accordance with the qualifications contained in 24 CFR 92.
5. The City desires to use CHDO designated HOME funds to finance the purchase and of the Property.

OK for Agenda


ARTICLE I. LOAN

SECTION 1.01 Loan.

Subject to the satisfaction of the conditions set forth herein, the City hereby loans to STANCO the amount of \$ 270,200.25 in HOME funds for the acquisition the Property for the purpose of providing affordable housing.

STANCO shall be liable for repayment of any disbursed loan proceeds subsequently determined to constitute disallowed costs. Disallowed costs may be identified through audits, monitoring, or other sources. City shall make the final determination of disallowed costs subject to provisions of applicable HOME regulations.

SECTION 1.02 Conditions of Funding.

The obligation of the City to disburse loan proceeds pursuant to this Agreement is subject to the following conditions:

A. STANCO shall execute a promissory note and deed of trust, Exhibit "B". The promissory note shall be for \$ 270,200.25 . The promissory notes shall call for 3% simple interest with all principal and interest due in thirty (30) years or upon sale or transfer of the Property, whichever occurs first. At year 15, if all covenants and restrictions have been met, then the principal loan balance and accrued interest shall be forgiven incrementally over the last fifteen years of the affordability period. If the covenants and restrictions have not been met, then all principal and interest payments are due according to the terms set above.

B. STANCO shall provide the City with a corporate resolution or similar document approving and authorizing execution of this Agreement and all documents contemplated hereby and with such other documents required by the City regarding STANCO corporate status and ability to enter into this transaction.

C. STANCO shall provide the City with Certificates of Insurance in form and with insurers admitted in California acceptable to the City, evidencing compliance with the insurance requirements of this Agreement on or prior to close of escrow on the properties and upon demand by City at any time subsequent. If requested by the City, STANCO shall also provide copies of the required insurance policies.

ARTICLE II. OPERATION OF THE PROJECT

SECTION 2.01 Acceptance of Obligations.

In consideration of the Loan to be provided hereunder, STANCO agrees to and accepts the restrictions, obligations, and conditions contained in this Agreement, including without limitation, the occupancy and rent requirements set forth in Section 2.04 below.

SECTION 2.02 Development and Operation of Project.

STANCO shall maintain the Property for rental housing in accordance with this Agreement, and all other applicable legal requirements. STANCO shall at all times maintain in full force and effect all applicable licenses required by the City of Turlock, the County of Stanislaus, the State of California and the United States to operate and manage the properties.

SECTION 2.03 HOME Requirements.

STANCO shall comply with all applicable laws and regulations governing the use of the HOME funds including, but not limited to, all those regulations contained in 24 CFR Part 92. In the event HUD formally amends, waives, or repeals any HUD administrative regulation previously applicable to

STANCO's performance under this Agreement, the City expressly reserves the right upon giving notice to HUD and STANCO, to require performance of STANCO as though the regulation was not amended, waive, or repealed subject only to the written and binding direction or instruction from HUD.

SECTION 2.04 Occupancy and Rent Requirements.

A. **Occupancy Requirement.** During the term of this Agreement, STANCO agrees to rent the Property units only to tenants whose income meet the requirements contained in 24 CFR Section 92.252. This provision shall operate as a deed restriction during the term of this Agreement.

B. **Rent Requirement.** Initial rent shall be established in accordance with 24 CFR 92.252 and any increases shall not exceed the permitted rent under 24 CFR 92.252.

C. **Records Relating to Occupancy and Rental Requirements.** STANCO shall maintain all documents used in determining the qualifications of occupants, complete records of rent and other charges billed to and received from all occupants, and such other documents and reports as are necessary to enable the City, as recipient of HOME funds, to meet the recording requirements of 24 CFR Part 92, sub part K 92.508. The records and documents described in the preceding sentence shall be maintained for the periods and in the manner set forth in Section 2.06 below. The City shall have the right to review and audit such documents and records for compliance with requirements of this Section.

D. **Noncompliance with Rent Restrictions; Return of Funds.** If the maximum rent authorized to be charged by 24 CFR 92.252 is exceeded for the period specified by 24 CFR 92.252, the funds loaned hereunder shall be returned to the City pursuant to 24 CFR 92.504(c)(3)(ii).

SECTION 2.05 Corporate Status.

At all times during the term of this Agreement, STANCO shall maintain its corporate existence and shall comply with all provisions of the California Non-Profit Corporations Law (Corporations Code Section 5000 et.seq.)

SECTION 2.06 Records and Audits.

A. **Maintenance of Records.** STANCO shall maintain records including, but not limited to, books, financial records, supporting documents, statistical records, and all other pertinent records sufficient to accurately reflect all expenditures under this Agreement, and all other matters covered by this Agreement.

STANCO shall preserve and make available its records relating to receipt and use of Loan proceeds until the expiration of five (5) years from the date of final disbursement of loan proceeds, or for such longer period, if any, as required by law.

B. **Annual Audit.** Each year, STANCO shall cause to be prepared an independent fiscal audit conducted in accordance with generally accepted auditing principles. Upon completion, STANCO shall provide the City with a copy of the annual independent fiscal audit.

C. **Examination of Records and Facilities.** Any time during normal business hours, and as often as may be deemed necessary, STANCO agrees that HUD or the City or any duly authorized employee or representative of HUD or the City of Turlock, shall have access to and the right to examine STANCO's offices or facilities engaged in performance of this Agreement, and all STANCO's records with respect to all matters covered by this Agreement.

SECTION 2.07 Insurance.

STANCO shall maintain, throughout the term of this Agreement, insurance from companies admitted in California, and approved by the City, in amounts as follows:

A. **Workers' Compensation Insurance,** including Employers' Liability coverage, with limits not

less than required by California law.

B. Comprehensive General Liability Insurance with limits of not less than \$1,000,000 for each occurrence combined single limit bodily injury and property damage, including coverage for contractual liability.

C. Property Insurance covering the properties in a form appropriate for the nature of these properties covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with a deductible, if any, acceptable to the City, naming City as loss payee as its interest may appear.

D. The General Liability Insurance provided hereunder shall name the City as an additional insured and all insurance shall provide the City with thirty (30) days written notice of any cancellation.

ARTICLE III. DEFAULT, ENFORCEMENT, AND REMEDIES

SECTION 3.01 Default.

Failure by either party to timely perform any material term or provision of this Agreement (including, without limitation, failure by STANCO to comply with the occupancy and rent requirements of Section 2.04 above, shall be considered a Default by that party under this Agreement.

SECTION 3.02 Default by STANCO. In the event STANCO is in default, City may proceed with any and all remedies available under rules of law or equity including, without limitation, specific performance. Additionally, in the event of such default, the STANCO shall repay to City all loan funds under this Agreement received by STANCO with interest at the rate of three percent (3%) per annum.

SECTION 3.03 Non-Waiver of Default.

Failure or delay in giving notice of any Default shall not constitute a waiver of any Default, nor shall it change the time of such Default. Any failure or delay by either party in asserting its rights or remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

SECTION 3.04 Suspension and Termination.

In the event a default is declared that is not immediately cured, City shall have the right, but not the obligation, to suspend this Agreement and to terminate this Agreement for any uncured default or a material breach of any provision or requirement hereof pursuant to 24 CFR 85.43.

ARTICLE IV. GENERAL PROVISIONS

SECTION 4.01 Notices.

Any notice, tender, or delivery to be given hereunder by either party to the other may be effected in writing either by personal delivery or sent by first class mail through the United States Postal Service, addressed as set forth below. Either party may change its address by written notice in accordance with this section.

TO CITY: City of Turlock
Attention: Housing Program Services
156 South Broadway, Suite 250
Turlock, CA 95380

TO STANCO: Stanislaus County Affordable Housing Corporation
511 Downey Avenue
Modesto, CA 95354

SECTION 4.02 Assignment.

STANCO acknowledges and agrees that the loan is being provided in consideration of its special expertise, skill, and ability of STANCO to operate and maintain the properties in a manner that will achieve the City's objective to provide quality affordable housing for lower income households. Consequently, STANCO shall not permit any voluntary transfer, assignment, or encumbrance of this Agreement without first obtaining the City's written consent, which shall not be unreasonably withheld. Any transfer, assignment, encumbrance, or lease without the City's consent shall be voidable and, at the City's sole discretion, shall constitute a material breach of this Agreement. Nothing herein shall preclude STANCO from transferring all of its interest in the properties so long as City is given notice of sale, and so long as the transferee is a qualified transferee pursuant to 24 CFR Part 92 and 570. Any proceeds from such transfer shall be used for purposes consistent with the provisions of low income or affordable housing. No consent of any assignment, encumbrance or lease shall constitute a further waiver of the provisions of this Section.

SECTION 4.03 Non-Discrimination.

In addition to observing any other HOME and CDBG requirements relating to non-discrimination, such as 24 CFR 92.350, STANCO shall assure, in connection with the performance of this Agreement, that no person shall be subject to discrimination because of race, religion, ethnic background, sex, sexual preference, or disability.

SECTION 4.04 Re-payment Secured.

STANCO will execute promissory notes secured by deeds of trust for performance of the terms of this Agreement (Exhibits B). The promissory note shall call for the accrual of 3% simple interest with all principal and interest due in thirty (30) years, or upon sale or transfer of the respective properties, whichever occurs first.

SECTION 4.05 No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed as creating a relationship of employer and employee or principal and agent between the City and STANCO or STANCO's agents or employees. Nothing contained in this Agreement shall create or justify any claim against City by any third person with whom STANCO may have employed or contracted.

SECTION 4.06 Indemnification.

As a separate and independent covenant and irrespective of any insurance coverage, STANCO shall take all responsibility for its performance, and shall bear all losses and damage directly or indirectly resulting to it, and for performance of any of its contractors, subcontractors or agents.

STANCO agrees to defend, protect, indemnify, and hold harmless the City, its officers, employees, representative, and agents, on account of any act, error, or omission of STANCO in the performance of this Agreement.

STANCO agrees to indemnify, protect, to assume the defense of, and to hold harmless the City, its officers, employees, and agents from every claim, loss, damage, injury, expense, including attorney's fees, judgment, and direct or vicarious liability of every kind, nature, and description arising in whole or in part from the performance of this Agreement, with the exception of actions taken by the City without agreement by STANCO.

SECTION 4.07 Covenant Running With Land.

The provisions of this Agreement shall constitute covenants which shall run with the land and be binding upon STANCO and STANCO's successors and assigns, and all parties having or acquiring any right, title, interest in whatever form, including, but not limited to, leasehold interests, in and to any part of the properties except that the same shall terminate and become void thirty (30) years from the date of execution of this Agreement. Any attempt to transfer title or any interest therein in violation of these covenants, except as herein provided, shall be void.

SECTION 4.08 Term.

The term of this Agreement shall commence upon the date of this Agreement and shall continue for thirty (30) years unless earlier terminated by the parties hereto. Upon termination or expiration hereof, STANCO shall transfer any HOME funds on hand and any accounts receivables attributable to the use of HOME funds to the City of Turlock HOME Program Income fund.

SECTION 4.09 Entire Agreement.

This Agreement constitutes the entire Agreement between the City and STANCO with respect to the subject matter hereof.

SECTION 4.10 Amendments.

The City and STANCO reserve the right to amend this Agreement by mutual consent. It is understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement shall be binding on either of the parties, unless made in writing and signed by both of the parties.

SECTION 4.11 Severability.

The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

SECTION 4.12 Exhibits.

The following referenced exhibits are attached to this Agreement and are incorporated in this Agreement as though fully set forth herein.

- Exhibit A: Truth in Lending Disclosure Statement
- Exhibit B: Promissory Note secured by Deed of Trust
- Exhibit C: STANCO Resolution

SECTION 4.13 Other Program Requirements.

STANCO is required by this Agreement to carry out each activity in compliance with all federal laws and regulations described in Subpart H of 24 CFR 92, except that STANCO does not assume the City's responsibility for environmental review in Section 92.352 or the intergovernmental review process in Section 92.357. Neither City nor STANCO may have an officer or employee occupy the property. The properties shall, after acquisition, rehabilitation, repair, and for the term of this Agreement, meet the property standards set forth in 24 CFR 92.251

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

**CITY OF TURLOCK,
a municipal corporation**

**STANISLAUS COUNTY AFFORDABLE
HOUSING CORPORATION**

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

Exhibit "A"

**TRUTH IN LENDING
DISCLOSURE STATEMENT**



PROPERTY	ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
	The cost of my credit as a yearly rate	The dollar amount the credit will cost me	The amount of credit provided to me or on my behalf	The amount I will have paid after I make all payments. Assuming loan is paid off in 30 years, in one lump sum.
1060 Alpha	3% (30 years)	\$181,800	\$ 270,200.25	\$383,800.00

My payment schedule will be:

Number of Payments: No scheduled payments

Amount of Payments: No scheduled payments

Monthly Payments Due Beginning: All due upon thirty (30) years, transfer of title, or breach of conditions

THE CITY LOANS SHALL ACCRUE 3% FIXED SIMPLE INTEREST, UPON RECORDING OF DOCUMENTS. ALL UNPAID PRINCIPAL AND INTEREST SHALL BE DUE AND PAYABLE UPON THIRTY (30) YEARS OR SALE OR TRANSFER OF PROPERTY.

PLEASE NOTE: The Finance Charge, Total of Payments, and Final Scheduled Payment are estimated.

SECURITY: I am giving you a security interest in the four-plex located at:
1060 Alpha, Turlock, CA 95380

AMOUNT FINANCED	\$ 270,200.25
AMOUNT PAID BY STANCO	\$ 5,000. 00
AMOUNT CREDITED TO ESCROW	\$ 270,025.25

Signature: _____ Date: _____



Exhibit "B"

**PROMISSORY NOTE
SECURED BY DEED OF TRUST**

\$270,200.25

Turlock, California

February 26, 2013

FOR VALUE RECEIVED, We/I, jointly and severally, promise to pay to the City of Turlock, a municipal corporation, on order at 1060 Alpha Road, Turlock, California 95380, or at such other location as the holder hereof may, from time to time, designate, the sum of **TWO HUNDRED SEVENTY SIX THOUSAND AND NO/100THS Dollars** plus interest at the rate of **THREE percent (3%)** per annum beginning April 1, 2013. All principal and interest is due and payable on March 28, 2043.

In the event the real property which is the subject of the Deed of Trust securing this Note, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed or alienated by the maker of this Note, or by operation of law or otherwise, at the option of the Holder hereof and without prior written consent, this obligation shall become due and payable in full.

In the event of default under or a failure of performance of the provisions of that certain Loan Agreement between the City of Turlock and STANCO dated February 26, 2013, the Holder hereof may declare all sums due and payable.

Said principal sum shall be payable in lawful money of the United States of America. If action is instituted on the Note, the maker of this Note promises to pay such sum as the court may fix as attorney fees. If this Note is signed by more than one person, the obligations hereunder of each and all parties signing it shall be joint and several.

This Note is secured by a Deed of Trust naming the City of Turlock, a California municipal corporation, as Beneficiary and Chicago Title Company, a California corporation, as Trustee.

By: _____

Date: _____

**RECORDING REQUESTED BY AND
When Recorded Mail To:**

City of Turlock
Housing Program Services Division
Attention: Director
156 S. Broadway
Turlock CA 95380

(This Space Provided For Recorder)

DEED OF TRUST WITH ASSIGNMENTS OF RENTS

This DEED OF TRUST, made February 26, 2013, between STANISLAUS COUNTY AFFORDABLE HOUSING CORPORATION (STANCO), herein called TRUSTOR, Whose address is: 511 Downey Avenue, Modesto, CA 95354. , **CHICAGO TITLE COMPANY**, a California Corporation, herein Called TRUSTEE, and **CITY OF TURLOCK**, herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that in Turlock, County of STANISLAUS, State of California, described as:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 3 (three), as shown upon that certain Parcel Map filed for record March 30, 1966 in Book 1 of PARCEL MAPS at Page 84, Stanislaus County Records.

APN: 043-029-024

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents and profits. For the Purpose of Securing (1) payment of the sum of \$270,200.25 with interest thereon according to the terms of a promissory note or note of even date herewith made by Trustor, payable to order of the Beneficiary, and extensions or renewals thereof; (2) the performance of that certain Loan Agreement between the Trustor and Beneficiary dated February 26, 2013; (3) Payment of additional sums and interest thereon which may hereafter Be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

A. To protect the security of this Deed of Trust, and with respect to the property above described, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore prom ply and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof,

which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof in hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) That upon written request of beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured to hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collect, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The Entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default here under or invalidate any act done pursuant to such notice.

(6) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee without demand on Trustor, shall sell said property at the time and place fixed by its in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) Beneficiary, or nay successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the county or counties where said property is situated, shall be conclusive proof or proper substitution of such successor Trustee or Trustees, who shall, shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledges, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(9) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless by Trustee.

Beneficiary may charge for a statement regarding the obligation secured hereby, provided such charge does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him or her at his or her address hereinbefore set forth.

Signature of Trustor

Stanislaus County Affordable Housing Corporation
511 Downey Avenue,
Modesto, CA 95354

State of California }
County of _____ } S.S.

On _____ before me,

a Notary Public in and for said County and State, personally appeared

personally known to me (or provided to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Signature: _____

(this area for official notarial seal)