

# City Council Agenda



**MARCH 26, 2013**

**7:00 p.m.**

**City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California**



**Mayor  
John S. Lazar**

Council Members

**Amy Bublak**  
**Forrest White**  
**Steven Nascimento**  
**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](http://www.cityofturlock.org) and in the City Clerk's Office at 156 S. Broadway, Suite 230, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Council after distribution of the Agenda Packet are also available for public inspection in the City Clerk's Office. Such documents may be available on the City's website subject to staff's ability to post the documents before the meeting.

1. **A. CALL TO ORDER**
  - B. SALUTE TO THE FLAG**
  
2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:**
  - A. Proclamation: "Love Turlock," April 27, 2013, accepted by Pastor David Larson, New Life Christian Center
  - B. Appointment: Planning Commission Alternate Members
  
3. **A. SPECIAL BRIEFINGS:** None
  - B. STAFF UPDATES:** None

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**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 2/28/13 in the amount of \$2,683,457.40
- B. Motion: Accepting Minutes of Special Meeting of March 12, 2013; Minutes of Regular Meeting of March 12, 2013
- C.
  - 1. Motion: Awarding bid and approving an agreement in the amount of \$356,157 (Fund 215) with George Reed Inc., of Modesto, California, for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements"
  - 2. Motion: Approving a Signal Interconnect Agreement with Union Pacific Railroad Company (UPRR) of Omaha, Nebraska, in the amount of \$275,877 (Fund 215) to provide interconnection and coordination of the railroad grade crossing protection devices with the operation of a future traffic signal to be installed as part of City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements"
- D. Motion: Approving an agreement for materials testing and special inspection services in the amount of \$98,500 (Fund 420) with Kleinfelder West, Inc., of Modesto, California, for City Project No. 11-42, "Fulkerth Tank and Pump Station"
- E. Motion: Approving Amendment No. 1 to the reimbursement agreement between the City of Turlock and NUCP Turlock, LLC, in the amount of \$21,980, for the City's share of added costs due to change orders during construction, bringing the total agreement to an amount not to exceed \$1,798,695.60 for construction of a storm drain pipe associated with the Master Storm Drain Plan and its associated Master Storm Drain Fee Nexus
- F. Motion: Approving a communications lease between the Board of Trustees of the California State University Stanislaus and the City of Turlock for the purpose of allowing the City of Turlock to install, maintain, and operate telecommunications equipment related to the City of Turlock's automatic water meter reading system at California State University Stanislaus and authorizing the City Manager to sign all documents pertaining thereto
- G. Resolution: Accepting donations received from January through March of Fiscal Year 2012/13, to be deposited as per Exhibit A, for a variety of Parks, Recreation & Public Facilities Division programs, scholarships, and activities

- 
- H. Resolution: Accepting the donation of the Brandon Koch Memorial Skate Park sign donated by Judith Suliman
  - I. Resolution: Accepting monetary donations in the amount of \$609.88 from various donors and assorted animal related products valued at \$3,902.98 in support of the City's Animal Control Services for the second quarter of Fiscal Year 2012/13
  - J. Motion: Approving a revised contract with Charter Business Internet, reducing the monthly price from \$1,000 to \$399 and approving a new contract with Utility Telephone Company for Internet back up in the amount of \$588.25 per month
  - K. Resolution: Approving an Industrial Hauler Business License for Central Valley Clean Up, Inc., in accordance with Section 6-3-209 of the Turlock Municipal Code
  - L. Motion: Authorizing the City of Turlock to cast affirmative votes on two (2) amendments to the League of California Cities Bylaws as submitted by the LCC Board of Directors
  - M. Resolution: Approving the execution of a Cooperative Agreement for advance and reimbursement of administrative, overhead and other expenses by and between the City of Turlock and the Successor Agency to the Turlock Redevelopment Agency and taking certain actions in connection therewith
  - N. Motion: Rejecting Claim for Damages filed by Griselda Jimenez
  - O. Motion: Rejecting Claim for Damages filed by Jennifer Sweet

## 6. FINAL READINGS

- A. **Recommended Action:**  
Ordinance: Amending Turlock Municipal Code Title 4, Chapter 7, Article 1, Section 04 regarding Traffic Definitions and adding Turlock Municipal Code Title 4, Chapter 7, Article 9, Section 04 regarding Pedestrians Prohibited on Median Islands as introduced at the March 12, 2013 meeting
- B. **Recommended Action:**  
Ordinance: Amending Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 02, regarding Tow-Away Zones as introduced at the March 12, 2013 meeting

## 7. PUBLIC HEARINGS

- A. Request for approval establishing a lien for payment for the abatement of certain weeds, obnoxious growth and other debris on property and abandoned vehicles that are a nuisance to the public. (*Boyd*)  
  
**Recommended Action:**  
Resolution: Assessing properties for abatement costs and establishing a lien for payment

**8. SCHEDULED MATTERS:**

- A. Request to support the efforts of the Healthy Eating Active Living (HEAL) Cities Campaign to help combat the epidemic of obesity within our City while promoting health and wellness among our community and employees. (*Reid*)

***Recommended Action:***

***Resolution:*** Supporting the efforts of the Healthy Eating Active Living (HEAL) Cities Campaign to help combat the epidemic of obesity within our City while promoting health and wellness among our community and employees

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

**12. ADJOURNMENT**

2A

IN HONOR OF  
LOVE TURLOCK

April 27, 2013

**WHEREAS**, volunteers transform limited resources into unlimited possibilities as well as offering love and compassion, providing leadership and hope, bringing families and communities together, and turning dreams into realities; and

**WHEREAS**, Love Turlock desires to make a difference by serving people in the Turlock Community; and

**WHEREAS**, on Saturday, April 27, 2013, an army of volunteers from churches, organizations, businesses, and the community at large, will go out into Turlock to make a difference by serving real people one on one; inspiring, leading, loving; and demonstrating kindness, meeting needs, and impacting lives with the love of Jesus; and

**WHEREAS**, inspired by this love, volunteers will serve through blotting out blight one block at a time, sharing time with a lonely senior, collecting canned food for the hungry, helping with handyman chores, and coming alongside those ministries and agencies that impact so many lives for good.

**NOW, THEREFORE, I, JOHN LAZAR**, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim April 27, 2013, as "**LOVE TURLOCK**" day in the City of Turlock and urge all citizens to show their support for this praiseworthy event.

**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 26<sup>th</sup> day of March, 2013.

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

2B

**PLANNING COMMISSION**

**2 Vacancies:**

2 terms expire on 3/31/13

**Appoint to Term(s) Expiring:**  
3/31/15

**12 Applicants:**

Anokeen Varani	Alice Pollard	Yates McCallum
Ashour Badal	Bryan Tribble	Kris Klair
Steven Hallam	Eric Gonsalves	Michael Camara
Jim Reape	Jim Shade	Timm LaVelle

Current Planning Commission  
**Seven Member, Four-Year Terms**  
**Two Alternate Member, Two-Year Terms**

(Member Term Limit: 12 consecutive years or end of term in which 12-year period falls)  
 (Alt. Member Term Limit: 4 consecutive years or end of term 4-year period falls)

	<b>Appointed</b>	<b>Reappointed</b>	<b>Term Expires</b>
Elvis Dias	1/30/07	12/14/10	12/31/14
Mike Brem	12/14/99	12/14/10	12/31/14
Jeff Hillberg	1/30/07	1/8/08	12/31/15
Soraya Fregosi	1/11/05	12/2/08 1/8/13	12/31/16
Jeanine Bean	1/1/04	10/28/08 1/8/13	12/31/16
Alex Salcedo	12/9/09	---	12/31/13
Nick Hackler	2/5/09	12/9/09	12/31/13
<b>1<sup>st</sup> Alternate</b>			
<b>Victor Pedroza</b>	<b>2/5/09</b>	<b>4/14/09</b>	<b>3/31/13</b>
<b>2<sup>nd</sup> Alternate</b>			
<b>Aben Williams</b>	<b>12/9/09</b>	<b>4/14/09</b>	<b>3/31/13</b>

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

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OFFICE OF THE CITY CLERK  
ADMINISTRATION

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

## CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

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

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

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

Planning Commission

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

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

\_\_\_\_\_ Other \_\_\_\_\_

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

Name: Anoheen Varani

Address: \_\_\_\_\_ Zip Code: 95380

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

Do you live within the City limits? Yes Are you registered to vote? No

How long have you lived in Turlock? 8 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: Office Manager at the Dental Spa

Business Address: \_\_\_\_\_ Zip Code: 95380

Education (highest school year complete, degrees, etc.): A.A in early childhood  
education

Employment Highlights: office Manager, creator of the  
first Dental Spa in the county

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

Present and past community activities and organizations: Leadership Turlock,  
Chamber of Commerce, Church advisory committee,  
founder/Chair of Assyrian scholarship Competition

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I am a great planner with love for our city.  
I have lived in places like L.A. and New York  
city. I believe in Turlock and see its potential!

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

**Please return to:**

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

  
Signature 7 11/16/12  
Date

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DEC 17 2012

OFFICE OF THE CITY CLERK  
OFFICE OF THE  
ADMINISTRATION  
City Clerk

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



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## CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

**Stanislaus County Airport Advisory Committee**

**Parks, Recreation & Community Commission**

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

**Planning Commission**

**Turlock Mosquito Abatement District Board of Trustees**

**Development Collaborative Advisory Committee**

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

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

Name: Alice J. Pollard \_\_\_\_\_

Address: \_\_\_\_\_ Zip Code: 95382

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

Do you live within the City limits? Yes Are you registered to vote? Yes  
12 years. Born and raised in Turlock and graduated

How long have you lived in Turlock? from THS and CSUS.

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: Principal- Turlock Adult School and Career Education/ROP

Business Address: \_\_\_\_\_ k \_\_\_\_\_ Zip Code: 95380

Education (highest school year complete, degrees, etc.): BA- Political Science, 1976 CSUS  
POST-BA Teaching credential, Social Studies, Administrative Credential

Employment Highlights: 1985-2000, Teacher THS- U.S. History, Government,  
Economics and Student Government. 2000-2008, Assistant Principal THS  
2008- present, Principal of Adult and Career Education/ROP

Prior Public Service, if any: Served on the Turlock Arts Commission and Denair  
Municipal Advisory Board

Present and past community activities and organizations: Turlock Sunrise Rotary, current  
Board member, 4-H Leader, Stanislaus County Farm Bureau, California  
Association of School Administrators, Turlock Teens in Action, Turlock High  
School Centennial Committee Chair and Turlock Historical Society

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

\_\_\_\_\_  
\*\*Please see attached document

*The document was difficult to type on from my computer & I was unable to format - I apologize that it is not as neat as I would have hoped*

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

**Please return to:**

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

Alicia Pollard  
Signature

12-12-12  
Date

Although, I lived in Denair for eleven years, I have always considered myself a lifelong Turlocker. given that my interests have always centered in Turlock. My most important qualifications for serving on the Planning Commission are as a result of my experience as a school administrator, which has given me the tools needed to work collaboratively with a diverse group of people, listen to opposing sides, and to thoroughly investigate and reach a decision based on exploring all options.

As a government and economics teachers I have a thorough knowledge of local and state government pertinent issues, which may have an economic impact on city government as well as land use issues. My first priority if selected to the Planning Commission will be to reach decisions, which will positively serve the needs of the City of Turlock and its residents.

Thank you for your consideration of my application to serve on the City of Turlock Planning Commission.

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



OFFICE OF THE CITY CLERK  
ADMINISTRATION

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CITIZENS DESIRING TO SERVE THEIR CITY

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Please indicate your preference:

CITY OF TURLOCK  
CITY CLERK

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

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other \_\_\_\_\_

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

Name: Yates McCallum

Address: \_\_\_\_\_ Zip Code: 95380

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

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

How long have you lived in Turlock? 2.5 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. \_\_\_\_\_

Dennis Doo Referred me via Mayor Lazar

Occupation: Director of Special Projects, office of Innovation, AECOM

Business Address: \_\_\_\_\_ Zip Code: 94104

Al 1 d c l e ...

Education (highest school year complete, degrees, etc.): BA University of Colorado

Boulder CO Geography + Sociology

Employment Highlights: Walsh Environmental Scientist Boulder Colorado

2002-2005 GIS Specialist, AECOM-EDAW 2005-2007 GIS Manager for Urban

Planning Landscape Architecture and Environmental Practice Studio - 2007 - 2012 (current) Business Development

Prior Public Service, if any: None

Present and past community activities and organizations: None

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Working as a Consultant at AECOM for 8 years has given me in depth

perspective and experience in public + private sector planning projects, Environmental Remediation (EIR EIS--etc) Landscape Architecture design/public Realm. I Regularly Work on high profile projects in the Bay area and around the World, including Americas Cup SF The New Warriors Area SF, the Olympics in London, Salthay Salt Ponds, and a variety of New

You may submit additional or supplemental information along with this form. Residential and Mixed Use

My Full Resume is Available upon Request Development Opportunities

Please return to:

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

Including GIS Background  
Clients Additional Projects etc.  
Thanks

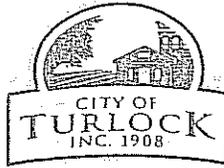
Yas MCK  
Signature

12-21-2012  
Date

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JAN 30 2012 2013 RW

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



CITY OF TURLOCK

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)*

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: ASHOUR BADAL

Address: \_\_\_\_\_ Zip Code: 95382

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

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: 95382

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 Execut  
MBA Program at the University

Prior Public Service, if any: Served on the past year's CDBG Grant selectio  
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.

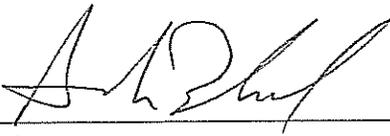
For more details of my activities please see the attached CV.

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

\_\_\_\_\_  
Date 4/23/13

**CURRICULUM VITA**  
**Ashour Badal, Ph.D.**

---

**PERSONAL DATA:**

Permanent Address

**EDUCATION:**

**Ph.D., Fielding Graduate University**  
February 2001

**M.A., Fielding Graduate University**  
September 1997

**M.A., Alliant International University**  
December 1994

**B. A., California State University, Stanislaus**  
May 1992

**EXPERIENCE**

**California State University, Stanislaus, Turlock, CA**  
June 2012- Present

*Associate Dean University Extended Education.*

Responsible for existing degree programs offered through UEE as well as developing new programs in collaboration with colleges/departments, and international institutions. Develop innovative revenue-generating programs in partnerships with various campus and external communities. Responsible for the direct supervision of the UEE registration specialists, program coordinators and program developers. Maintaining clear lines of communication among college faculty who teach in programs offered through UEE, as well as department chairs, staff, students, and administration. Additional responsibilities include developing collaborative climate within UEE, promoting, and fostering a collegial and supportive working and learning environment both within the unit and with internal and external constituencies.

Additionally, responsible for the assurance of learning and adherence to state and federal regulations, university and system policies, and other accreditation standards.

Performing comprehensive personnel reviews, develop, and control budget plans and expenditures within established budgetary allocations.

**California State University, Stanislaus, Turlock, CA**

September 2007 – July 2012

*Director of Executive MBA Program/Stockton Campus Business Programs Coordinator.*

An academic and administrator position. Academic responsibilities include research, data analysis, scholarship and teaching a number of courses in the areas of leadership and organizational behavior. Moreover, responsible for the AACSB accreditation and ongoing program assessment of the Executive MBA program. The administrative duties include leading Executive MBA program operations, business and community relations development, its marketing and development, recruiting, and leading various other academically related activities. Additionally, responsible for directing various marketing strategies, budgeting matters, promotional approaches for growth, strategic planning, and public relations efforts concerning the presence and partnership of the College of Business Administration with its external and internal communities.

September 2005 – September 2007

*Executive MBA Consultant. College of Business Administration.*

Responsible for the program design, market analysis, and organizational development of the Executive MBA program at CSU, Stanislaus. Responsibilities included the marketing design and on-going development of a business-to-business relationship with various internal and external constituencies and community leaders as well as providing recommendations on the most suitable academic and structural strategy for this program.

September 2003 – September 2006

*Adjunct Faculty. Management, Operation, Marketing, College of Business Administration.*

A lecturer position teaching various undergraduate and graduate courses in management, marketing, and organizational behavior. Areas of expertise include globalization, business strategy, leadership and management, conflict resolution and organizational culture.

September 2002 – September 2003

*Visiting Lecturer. Management, Operation, Marketing, College of Business Administration.*

A visiting lecturer position teaching in undergraduate and MBA programs. Areas of specialty included management theory and practice, organizational behavior and development, marketing management, and business policy.

**Chapman University, Northern California Region, CA**

September 2001- April 2006

*Assistant Professor of Organizational Leadership*

A faculty/administrator position. Responsibilities included teaching graduate and undergraduate courses in Organizational Leadership and Human Resources, advising and counseling students, as well as recruitment, approval, and academic supervision of adjunct faculty. Moreover, as a certified online instructor, responsible for the development and delivery of various online courses and organizational training programs. Responsible for leading various marketing strategies, strategic planning of the program and its development throughout the Northern California region and strategies specific to the northern region campuses. Additionally, monitor various campus operations for academic quality and standards throughout Chapman university northern region (Modesto, Sacramento Valley, Concord, Travis AFB, Fairfield, and Monterey).

March 1997 – September 2001

*Adjunct Professor of Organizational Leadership*

Using my theoretical knowledge and professional experience in teaching and training graduate classes in organizational leadership, management, systems, teams and contemporary organizational issues such as diversity and communication, conflict and human resource development. Created an adult learning environment for professionals seeking graduate degree in organization development. Provided mentorship, training, and supervision of graduate students, preparing their research and senior projects.

**Stanislaus County Mental Health Department, Modesto, CA**

August 1991 - December 2000

*Behavioral Health Specialist*

A matrix job design in which my primary duties were dedicated to various organizational and business areas within the county operations. Within these organizational projects, performed a number of county-wide trainings on issues such as diversity in the workplace, development of matrix and multi-task team structures, conflict resolutions, and how to maintain high quality and efficiency within the nonprofit nature of the county healthcare system. Additionally, working under the direction of the county CEO and in collaboration with a group of external trainers, I was responsible for the design and delivery of a number of on-going trainings for nearly 3000 employees throughout the county system. The general focus of these trainings centered on specific organization development and personnel needs of each department and the senior leadership's long term vision for the county as a highly successful and profitable business unit.

November 1995 - November 1997

*Department Liaison and Trainer*

Operating under the direction of the county mental health director and county sheriff, developed an on-going relationship between the mental health and sheriff's departments; bridging their overlapping operational gaps, and inefficiencies of their services concerning individuals who used the resources of the mental health and sheriff's departments. The success and results of this project led to the creation of the Stanislaus County Mental Health Forensic Department.

**Capax/GCH Management Consulting Group, Modesto, CA**

August 1992 - November 1995

*Management Consultant*

Performed as a management consultant and facilitated various training seminars, group and individual presentations to 30 departments and nearly 3000 employees of Stanislaus County. Assisted with diagnosis of organizational problems and presentation of viable solutions to senior leadership and Stanislaus County Board of Supervisors. Assisted with the development and implementation of various strategies to increase customer service, relationship with constituents, productivity, and teamwork.

**PROFESSIONAL ACTIVITIES:**

- **Turlock Chamber of Commerce Board of Directors (2011-present).** Serving as an Ex officio, representing CSU, Stanislaus, on Turlock Chamber of Commerce Board of

Directors. Responsibilities have included serving the members' interests, economic development of Turlock and working closely with City of Turlock.

- **California Office of Homeland Security.** Counter Radicalization Consultant (2006-Present) Acting as a counter-terrorism consultant and a member of a think-tank group focusing on understanding the leadership and organizational structure of the Middle Eastern terrorist groups, their recruiting strategies in the United States and their specific home-grown evolution in California. Furthermore, working closely with the senior leadership of OHS and its legislative affairs personnel in the development of a grass-root partnership with various Middle-Eastern communities living in California. Recipient of a grant totaling \$50,000 from the Office of Homeland Security to implement my counter terrorism program in the Central Valley. This program has been adopted as a template for the entire State of California law enforcement and intelligence communities.
- **Department of Justice Commission on Peace Officers Standards and Training** (2009-Present). Counter Terrorism Consultant
- **King Saud University, Riyadh, Saudi Arabia.** Executive MBA Consultant (2009-Present). Assisting with the negotiations and development of a joint Executive MBA program and an on-going university level partnership between King Saud University and California State University Stanislaus.
- **California State University, Stanislaus College of Business** (2009-Present). AACSB Assessment Coordinator for Executive MBA program.
- **International Association of University Presidents, United Nation Commission on Disarmament Education (IAUP/UN)** (2010-2012). Serving as a representative of President Hamid Shirvani on the United Nation's commission on conflict resolution and global peace. The objectives of the commission consist of 1) promotion of global peace, 2) promotion of a more equal distribution of wealth and social conditions, 3) promotion of tolerance, mutual understanding and respect.
- **Federal Bureau of Investigation Citizen Academy.** (2010) Graduate of an invitation-only partnership designed to foster an active relationship between community leaders and the Federal Bureau of Investigation.
- **California State University Stanislaus.** (2009-2010) Recipient of \$50,000 grant from the California Office of Homeland Security to research, develop, and implement programs designed to give a better understanding of the organizational structure and culture of the Middle Eastern terrorist groups.
- **California State University, Stanislaus** (2010). Successfully served on University Extended Education Director Search Committee
- **City of Turlock** (2009). Management consultant, conflict resolution, and mediation facilitator for the Office of City Manager

- **San Francisco Police Department.** Organizational Diversity and Leadership Consultant (2006 – 2007)  
Responsible for the development, delivery, and implementation of an on-going training program designed to give the San Francisco Police Department and San Francisco International Airport law enforcement personnel and staff the necessary knowledge and tools for effective community policing, community partnership and leadership. Additionally, this highly intensive weekly training provided specific knowledge and training concerning the airport security, counter-terrorism contingencies, and tactical preparations in accordance with security mandates and procedures established post 9/11. This training also included developing an appropriate customer service approach for San Francisco International Airport, reaching a balance between security and effective business operations.
- **California State University Stanislaus.** Executive MBA Consultant (2005 – 2007)  
Responsible for conducting and publishing a feasibility study of a proposed Executive Masters of Business Administration degree offered by California State University Stanislaus. This Feasibility study included market and financial analysis, survey of businesses, conducting a number of focus groups throughout central California and giving the appropriate reports and recommendations to CSU, Stanislaus President and College of Business Administration faculty.
- **Modesto Police Department.** Accreditation Consultant (2004).  
Responsible for the design and implementation of an agency-wide training on effective community law enforcement operations based on the existing diversities and mandated federal and state policies.
- **Tulare County Health and Human Services.** Organizational Diversity, team building and conflict resolution Consultant (2003).  
Responsible for continuous quality improvement in the areas of diversity, teamwork, customer service, efficiency, and effectiveness within a highly diverse community.
- **Tulare County Health and Human Services.** Organizational Diversity, team building and conflict resolution Consultant (2002).  
Responsible for the design and implementation of agency-wide training on increasing customer service, efficiency, and effectiveness within a highly diverse community.
- **City of Riverbank.** Management Consultant (2001 – 2002).  
Responsible for the review and revision of the entire city job descriptions and specifications. Responsibilities also included the design and implementation of the 360-feedback performance evaluation process and the development of City of Riverbank Employee Employment Evaluation Process.
- **California State University Stanislaus.** College of Business Administration Consultant (2000 – 2001).

Worked with a number of stakeholders and constituent groups in developing viable long term and short strategies as well as the five year strategic planning for the college of business.

- **Sylvan Eye Association.** Organization Development and Efficiency Consultant (2000). Worked as an organization development and efficiency consultant with a newly formed healthcare provider in Modesto, California.
- **Telocity Inc.** Organizational Development and Customer Service Consultant (2000 – 2001). Worked as a customer service consultant. Responsibilities included the development and delivery of an online training curriculum for this pre-IPO company.

#### **PROFESSIONAL AFFILIATIONS:**

- **Counter Terrorism/Radicalization Consultant**, California Emergency Management Agency (2007-present). Serving as counter terrorism consultant to a multi-disciplinary team designed to assess, evaluate and develop counter radicalization measures for the State of California.
- **Counter Terrorism/Radicalization Consultant**, Department of Justice Commission on Peace Officers Training and Standards (2009-Present). Responsible for the development of a standardized training program for the entire law enforcement agencies in California. Moreover, in collaboration with California Office of Homeland Security, I am providing these agencies with on-going support, intelligence, and insight into the organizational structure and “home grown” adaptive recruitment process utilized by Mid-East terrorist groups.
- **Member of the Board of Directors**, California State University, Stanislaus Auxiliary Business Services (2008-Present). As the board member, responsible for managing and developing commercial operations for the benefit of the campus community, dictating the business structure, employee skills, and administrative oversight of the commercial operations of the university.
- **Chair of Board of Directors**, Approachable Foster Family Agency, Merced, California (2005-Present). A foster family agency with a gross annual revenue of 3 Million Dollars. As the Chair of the Board of Directors responsibilities include ensuring effective organizational planning, strategic planning, ensuring adequate resources, monitor organization’s programs and services, support the executive director and review his performance as well as various other legal responsibilities established by the State of California.
- **Business Advisory Board Member**, California State University, Stanislaus College of Business Administration (2005-2009). Responsible for planning and directions for the college of business with respect to its core mission and community engagements.

**PUBLICATIONS AND PROFESSIONAL PRESENTATIONS:**

Badal, A.; Soydemir G.; Petratos, P. (2012). Advertising Capital Power & Inbound FDI: Evidence from Developed & Emerging Markets. Journal of Emerging Markets.

Badal, A. [EDITOR] (2012). Acculturation of Second Generation Iranians in Australia. Journal of International Migration and Integration.

Badal, A. (2012). Engaging Muslim Community. Commission on Peace Officers Standards and Training. An interactive training research and production distributed to more than 600 law enforcement agencies in California and potentially, thousands of agencies nationwide. Sacramento, CA.

Badal, A.; Oweis, N.; Chavez, J. (June, 2011). The New Educational Frontier: The Case of Globalized Higher Education in Saudi Arabia. International Academy of Business and Economics. Conference presentation. Barcelona, Spain.

Badal, A. (2010). Terrorism Countermeasure. Commission on Peace Officers Standards and Training. An interactive training production based on the research in progress. This program and production has had an initial distribution of 90,000 copies in the State of California specifically for the law enforcement and counter-terrorism intelligence community. Sacramento, CA.

Badal, A. (2010). The Unholy Revolution: A qualitative examination of the psychological and social impacts of forced displacement in Assyrian-Iranian refugees. Lambert Academic Publishing. ISBN: 978-3-8433-5649-7

Badal, A., & Burroughs, N. F. (2004) Reaching out to diverse communities. Presentation to International Communication Association Meeting. Palm Desert, CA.

Badal, A. (2003) Reaching out to diverse communities. Paper and presentation to National Communication Association annual convention. Miami, FL.

Badal, A. (July 2002). A qualitative case study of the psychosocial effects of acculturative stress and forced displacement of Assyrian-Iranian refugees living in the United States. Center for Immigration Studies.

Badal, A., & Burroughs, N. F. (2001). Shadow Systems: Exploring conflict in multicultural organizations. Western Organization & Teaching Management Conference.

Burroughs, N. F., & Badal, A. (2001). Teaching for diversity: Using the learning type and teaching style inventory assessment instructions. Paper submitted to Western Organization Management Teaching Conference.

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



OFFICE OF THE CITY CLERK  
ADMINISTRATION

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

## CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other \_\_\_\_\_

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

Name: BRYAN TRIBLE

Address: \_\_\_\_\_ Zip Code: 95382

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

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

How long have you lived in Turlock? 62 yrs

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

Turlock Police Dept.

Occupation: REAL ESTATE BROKER

Business Address: \_\_\_\_\_ Zip Code: 95382

Education (highest school year complete, degrees, etc.): B.A. SOCIAL SCIENCES / EMPHASIS OF ADMINISTRATION OF JUSTICE

Employment Highlights: Buyer/OPERATIONS MGR - 27 YRS. THOMPSON INC. - KNOWLEDGE OF UNDERGROUND UTILITIES

Prior Public Service, if any: 4 YRS Turlock Police Dept. 1974-1978 - MEMBER STANISLAUS COUNTY PRIVATE INDUSTRY COUNCIL. CHAIRMAN OF REVIEW & EVALUATION COMMITTEE

Present and past community activities and organizations: Past PRESIDENT WARRIOR ASSOCIATION CSUS. CHAIRMAN OF THE EXCHANGE CLUB, FOUNDATION BOARD OF TRUSTEES CSUS.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? KNOWLEDGE OF PROCEDURES, CONSTRUCTION, I LISTENED TO PROPOSALS FOR PRIVATE INDUSTRY COUNCIL AND ALLOCATED \$ MILLION FOR THE TRAINING & PLACEMENT FEDERAL PROGRAM

**NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.**

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

**Please return to:**

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

  
Signature

2/13/13  
Date

RECEIVED

To: Turlock City Council

FEB 25 2013

Re: Planning Commission

Office of the  
City Clerk

I have attached my written resume since at times my handwritten can be difficult to read.

I have lived in Turlock since 1952. I have gone through all of Turlock's schools and I think of my grandfather who was a Turlock City Councilman and Police Commission in the late 1940's.

I do have a niece, Allison Martin, who is currently working for the Turlock Police Dept.

I graduated from Turlock High School and CSU at Stanislaus with a BA degree in Social Science with emphasis of Administration of Justice. I worked my way through College while working at Thorsen' Inc. I started in 1969 and I was the Buyer and Operations Manager for over 27 years.

I served from 1984-1989 with the Private Industry Council of Stanislaus County and I was the Chairman of the Review and Evaluation Committee that reviewed oral and written proposals for the Federal Job Training and Placement Program. Over the 5 years that I did review over 75 proposals per year while making decisions on allocating over eight million dollars a year for this program.

I have been affiliated with the Turlock Exchange Club, served as the President of the Warrior Association for CSUS and was a board member of the Foundation Board of Trustees.

I feel with my back ground and knowledge of the process of development in all phases of expansion or zoning I can be an asset to the City of Turlock. Hopefully you will consider my application.

Respectfully Submitted,

Bryan Tribble



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

- Some College
- Real Estate Broker

**Employment Highlights:**

**1996-2001**- Business Owner, Klair Enterprises, Wholesale Business

**1998-2007** - *Business Owner*, Cellular Stores in Turlock, Modesto, Stockton, Riverbank

**2004-2005** - *Realtor/Sales Agent*, Century 21 Real Estate, Turlock

**2005- Present** - *Broker/Owner*, EXIT Realty Consultants (four franchise offices)

**Prior Public Service, if any:**

**2013 - Present** - *Director*, California Association of Realtors Board of Directors

**2012 - Present** - *Director*, Ceres Chamber of Commerce Board of Directors

**2012 - Present** - *President*, The KARE Foundation (EXIT's Helping Hand)

**2011 - Present** - *Member*, Central Valley Association of Realtors Grievance Committee

**2012 - Present** - *Member*, Turlock 20/30s Club

**2011 - Present** - *Member*, Turlock Chamber of Commerce

**Present and past community activities and organizations:**

- Closets Couture (non-profit we sponsors)- opened all offices as a drop off location for prom dresses for girls in need
- United Samaritans Foundation – donate my time and encourage our agents to donate their time
- Bowling for Babies for the March of Dimes – Fundraiser - donated \$3,200 to the organization
- Wounded Warrior Project – Fundraiser packaged with agent training and donated \$2700.00
- Salvation Army Kettle Kickoff (Donated time to help at the event)
- Helped at Can Tree and started the Broker Challenge of donating \$500.00 to the cause

- Sponsored Wine & Screams for our 20/30 club (raised \$7500 for our shopping trip to help kids in need)
- Take kids on Holiday Shopping trip yearly where we spend \$100 on each kids
- Children's Cancer Awareness Fundraisers

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

- Extensive knowledge and experience pertaining to the development, sales and leasing of residential and commercial real estate.
- Knowledge and expertise, including, but not limited to, business, industry, banking, real estate and technology
- Knowledge of physical and economic conditions of the city and the purpose and scope of city planning
- Knowledge of the community and its demographics
- As a parent, possess concern for the future welfare of the total community and its citizens
- Speak multiple languages
- Possess good written and verbal communication skills

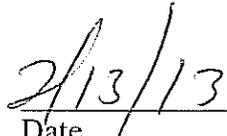
**NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.**

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

**Please return to:**

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

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Date

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



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ADMINISTRATION  
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FEB 21 2013

Office of the  
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)*

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

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

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

X Planning Commission (including Alternate Member)

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

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

\_\_\_\_\_ Other \_\_\_\_\_

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

Name: Steven L. Hallam

Address: \_\_\_\_\_ Zip Code: 95382

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

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

How long have you lived in Turlock? 22.5 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: semi-retired, pA CSUS instructor, workplace investigator

Business Address: \_\_\_\_\_ Zip Code: 95382

Education (highest school year complete, degrees, etc.): B.A.: Geography: Env. Studies  
Masters in City & Regional Planning (M.C.R.P.) - CSU, Fresno

Employment Highlights: Twenty-seven years of public sector planning &  
comm. development experience (cities of Oakdale, Turlock, Auburn,  
Salinas, Merced) retired from Oakdale - self-employed now.

Prior Public Service, if any: significant public sector work experience, significant  
public sector volunteer experience including faith-based organizations  
(Mount Vista Chapel / New Life CC) & Board Member - Emanuel Hosp. 1999-200

Present and past community activities and organizations: present member - New Life CC  
past member - Emanuel Hospital Board of Director member (1999-2002)  
past member, Board of Deacons, EFC Turlock (Crossroads Church)

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? professional planning career with significant experience in  
zoning, land use, community & economic development. Since 1996  
I also teach part-time at CSU, Stanislaus in Dept. of Public Admin.

Courses: Urban Planning, Local Government, Intergovernmental Relations).  
Member: American Institute of Certified Planners (AICP # 4174)  
**NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1)**  
**YEAR FROM DATE OF RECEIPT.**

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

**Please return to:**

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

Steven P. Hallom  
Signature

2-21-13  
Date



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FEB 2 12 013

City of Turlock  
Administrative Services

OFFICE OF THE CITY CLERK

KELLIE E. WEAVER

CITY CLERK

ADMINISTRATION

kweaver@turlock.ca.us

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## 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)*

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

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

  X   **Planning Commission**

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

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

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

\_\_\_\_\_ Other \_\_\_\_\_

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

Name: Eric David Gonsalves

Address: \_\_\_\_\_ Zip Code: 95382

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

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: Vice President / Broker of Brownstone Equities, Inc.

Business Address: \_\_\_\_\_ Zip Code: 95382

Education (highest school year complete, degrees, etc.): Graduated from Turlock High School.

2 Years at Modesto Junior College and a Certificate for Organizational leadership from Villanova University.

Employment Highlights: Worked for 4 years for Heritage Homes in Merced as their Direcot of Sales and Marketing.

Overseeing the development of new home plans and marketing of residential communities. Managed people and led Strategic planning meetings with the focus on 3, 5 and 10 year plans. I have worked for the past 5 years as the Vice President of Brownstone Equities in Turlock. I was responsible for working with Blue Diamond Growers for 18 months to secure their purchase of land in Turlock to build their processing plant. I manage several downtown Turlock properties for local owners and have had great success and relationships working with the city of Turlock on a number of projects.

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

I Use to volunteer and work for the Turlock Parks and Recreations department.

Present and past community activities and organizations: I am currently the President of the

Turlock Downtown Property Owners Association.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I have worked in planning and development for nearly 10 years now and believe I understand the vision for Turlock. Being a 5th generation resident I want to also continue to represent this town in a positive way and continue to make a path for my kids. I have had a large amount of experience working with farmers and businesses on either development and acquisition of properties. In every aspect of my daily job there are discussion on current general plans and proposed future uses. I also have experience being part of and leading a board.

**NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.**

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

**Please return to:**

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

  
\_\_\_\_\_  
Signature

2/21/13  
\_\_\_\_\_  
Date

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



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FEB 26 2013

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Office of the  
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)*

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other \_\_\_\_\_

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

Name: Michael Camara

Address: \_\_\_\_\_ Zip Code: 95382

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

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

How long have you lived in Turlock? Since elementary school

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: Entrepreneur / Dairy Farmer

Business Address: \_\_\_\_\_ Zip Code: 95381

Education (highest school year complete, degrees, etc.): B.S. in Psychology & minors in history & economics: Santa Clara University

Employment Highlights: I was a participant of the Japan Exchange & Teaching Program (2003-2006) & Partnered with my brother (2007) in a dairy farm venture

Prior Public Service, if any: I've not held any public office or served in an elected position.

Present and past community activities and organizations: I am an active member of the Turlock 20s/30s Club and founded an academic tutoring & mentoring 501c3 org. in 2010

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

See attached addendum

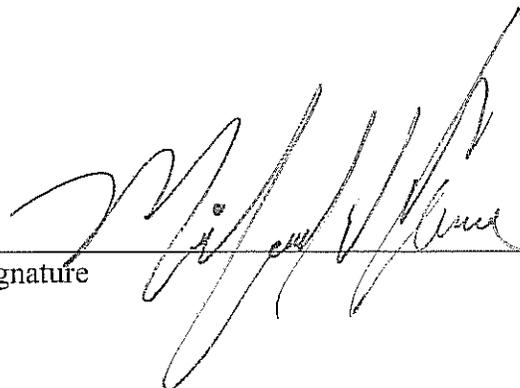
**NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.**

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**Please return to:**

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

Signature



Date

Feb 26<sup>th</sup> 2013

More than any previous professional experience, my efforts in establishing and developing the Stanislaus Ttutoring And Mentoring Program (STAMP) have introduced me to the gratifying work of civic engagement and community philanthropy. I have had to work closely with local education administrators, established business owners, reputable working professionals, and countless parents to create a completely volunteer based organization that delivers a reliable and invaluable service. I'm familiar with board operations, serving as the executive director for STAMP, as well as a sub-committee member for the annual "*Wine & Screams*" fundraising event held by the Turlock 20s/30s Club. That event raises money to purchase winter clothing for local disadvantaged youth.

I would like to learn more about our community's regulatory zoning protocols and how committee decisions are made regarding permit issuance and land use allocation (commercial, residential, industrial...etc). I believe serving as an alternate on the Planning Commission would be a valuable educational experience. It would allow me to serve the community that has provided countless opportunities to me/my family during the past 30+ years.

Jim Reape

RECEIVED

FEB 25 2013

City of Turlock  
Administrative Services

February 25, 2013

John Lazar  
Mayor  
City of Turlock  
156 S. Broadway  
Turlock, California 95380

Dear Mr. Lazar,

Attached is an application for Planning Commission. At Family Medical Group I make my living serving Turlock citizens one at a time. I have been looking for an opportunity to serve the Turlock community as a whole. I mentioned to Michael Cooke and Nick Hackler that I was considering this. Both have encouraged me to apply.

I look forward to hearing from you. Call anytime on my cell. I won't answer if I have rubber gloves on but, I will call you right back.

Sincerely yours,



Jim Reape

# 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**

  X   **Planning Commission**

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

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

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

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

Name: Jim Reape

Address: \_\_\_\_\_ Zip Code: 95382

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

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

How long have you lived in Turlock? 21 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: Family Nurse Practitioner / Physician Assistant

Business Address: \_\_\_\_\_ Zip Code: 95382

planning has made Turlock more attractive to business and head and shoulders above our surrounding communities in terms of great places to live.

Turlock has been very good to me. I look forward to helping ensure we continue smart healthful growth.

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



OFFICE OF THE CITY CLERK  
ADMINISTRATION

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

CITIZENS DESIRING TO SERVE THEIR CITY

FEB 26 2012

Please indicate your preference:

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

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other \_\_\_\_\_

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

Name: JIM SHADE

Address: \_\_\_\_\_ Zip Code: 95382

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

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

How long have you lived in Turlock? 56

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: ARCHITECT

Business Address: \_\_\_\_\_ Zip Code: 95380

Education (highest school year complete, degrees, etc.): Bach of Architecture 5 yr

Employment Highlights: self since 1957

Prior Public Service, if any: Planning Commission  
Safety Commission

Present and past community activities and organizations: DCAC, PLANNING COM.

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

**NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.**

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

**Please return to:**

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

 2.29.13  
Signature Date

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



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OFFICE OF THE CITY CLERK  
ADMINISTRATION  
MAR - 5 2013

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Office of the  
City Clerk

## CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

- |   |  |
|---|--|
| <input type="checkbox"/> Arts Commission<br><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 checked="" type="checkbox"/> Planning Commission   | <input type="checkbox"/> Turlock Mosquito Abatement District Board of Trustees |
| <input type="checkbox"/> Development Collaborative Advisory Committee   | <input type="checkbox"/> Other _____   |

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

Name: Timm LaVelle

Address:

Zip Code: 95380

Telephone: Home: Work:

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

How long have you lived in Turlock? 25 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: SELF EMPLOYED, BUSINESS OWNER- ACCOUNTING SERVICES

Business Address:

Zip Code: 95354

Education (highest school year complete, degrees, etc.): Masters' Degree in Public Administration

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Employment Highlights:

Sales - working with the public on a daily basis.

Realtor - working with developers, city & county agencies, loan officers and home buyers.

City of Turlock - Internship with the Planning Department, updating the general plan.

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Prior Public Service, if any:

Trustee and past President of the Turlock Unified School District (8 years)

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Present and past community activities and organizations:

Member of Kiwanis of Greater Turlock.

Past president and executive member of Turlock Council of PTA. (3 years) Past president and executive member of the Julien PTA (8 years) Founding creator of "Turlock Shines" a community event to beautify Turlock. Volunteer at Turlock Together a community event supporting local families at Christmas.

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

While serving on the TUSD school board I gained practical experience working well with the other board members, the administrative staff and citizens of Turlock. Combining my experience of land acquisition and construction of several projects for the school district, as well as time spent as a realtor working with builders and city planning departments and my internship with the city planning department has given me the general knowledge needed for serving as a planning commissioner.

---

**NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.**

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

**Please return to:**

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }  
OF 2/28/13 IN THE AMOUNT OF }  
\$2,683,457.40 }

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:
2/28/13	\$2,683,457.40

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of March, 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: 2/22/2013 - To Payment Date: 2/28/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
92096	02/25/2013	Open			Accounts Payable	IBM CORPORATION	\$5,303.85		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$2,505.97		
	501 - Information Technology			501.11000 (Cash)			\$2,797.88		
92097	02/25/2013	Open			Accounts Payable	L & L SIGNS	\$1,025.00		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$1,025.00		
92098	02/25/2013	Open			Accounts Payable	MCGEE, RON	\$1,500.00		
	Paying Fund			Cash Amount					
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			\$1,500.00		
92099	02/25/2013	Open			Accounts Payable	NEW WORLD SYSTEMS	\$660.00		
	Paying Fund			Cash Amount					
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)			\$660.00		
92100	02/25/2013	Open			Accounts Payable	T I D	\$123,325.54		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$427.80		
	216 - Streets - Local Transportation			216.11000 (Cash)			\$38.45		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$122,771.35		
	426 - Transit - BLAST			426.11000 (Cash)			\$87.94		
92101	02/25/2013	Open			Utility Management Refund	AGUILAR, YOLANDA	\$58.70		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$58.70		
92102	02/25/2013	Open			Utility Management Refund	ALCARAZ, IGNACIO	\$91.30		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)			\$91.30		
92103	02/25/2013	Open			Utility Management Refund	AMEER, LUTHER	\$524.43		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)			\$0.64		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$0.95		
	420 - WATER			420.11000 (Cash)			\$522.84		
92104	02/25/2013	Open			Utility Management Refund	BALSWICK AUTO DETAIL	\$73.30		

# Payment Register

From Payment Date: 2/22/2013 - To Payment Date: 2/28/2013

Paying Fund	Cash Amount	Amount
92105 420 - WATER 02/25/2013 Open	420.11000 (Cash) Utility Management Refund CHAVEZMATA, IRGUINS	\$73.30 \$72.45
92106 420 - WATER 02/25/2013 Open	420.11000 (Cash) Utility Management Refund COSTA, EVELYN, M	\$72.45 \$58.70
92107 420 - WATER 02/25/2013 Open	420.11000 (Cash) Utility Management Refund DAYTON, DJUNA	\$58.70 \$88.77
92108 420 - WATER 02/25/2013 Open	420.11000 (Cash) Utility Management Refund LELLHAME, JORDAN	\$88.77 \$203.55
92109 420 - WATER 02/25/2013 Open	420.11000 (Cash) Utility Management Refund OREGON, VANESSA	\$203.55 \$94.56
92110 420 - WATER 02/25/2013 Open	420.11000 (Cash) Utility Management Refund RIDDICK, MORGAN, M	\$94.56 \$273.66
92111 420 - WATER 02/25/2013 Open	420.11000 (Cash) Utility Management Refund SANCHEZ, ROBERTO, MANUEL	\$273.66 \$14.47
92112 420 - WATER 02/27/2013 Open	420.11000 (Cash) Accounts Payable SIERRA MOUNTAIN CONSTRUCTION INC	\$14.47 \$1,935,392.25
92113 415 - Sewer Bond Projects 02/27/2013 Open	415.11000 (Cash) Accounts Payable SIERRA MOUNTAIN CONSTRUCTION INC	\$1,935,392.25 \$28,139.00
92114 410 - WATER QUALITY CONTROL (WQC) 02/28/2013 Open	410.11000 (Cash) Accounts Payable A & A PORTABLES INC	\$28,139.00 \$364.66
301 - Capital Improvement	301.11000 (Cash)	\$364.66

# Payment Register

From Payment Date: 2/22/2013 - To Payment Date: 2/28/2013

Account ID	Payment Date	Open	Paying Fund	Account Name	Account Type	Cash Amount	Amount
92115	02/28/2013	Open	410 - WATER QUALITY CONTROL (WQC)	ACCOUNTS PAYABLE	Cash Amount	\$218.62	\$437.25
			420 - WATER		Cash Amount	\$218.63	
92116	02/28/2013	Open	501 - Information Technology	ACCOUNTS PAYABLE	Cash Amount	\$1,720.87	\$1,720.87
92117	02/28/2013	Open	110 - General Fund	ACCOUNTS PAYABLE	Cash Amount	\$360.37	\$360.37
92118	02/28/2013	Open	110 - General Fund	ACCOUNTS PAYABLE	Cash Amount	\$12.07	\$12.07
92119	02/28/2013	Open	216 - Streets - Local Transportation	ACCOUNTS PAYABLE	Cash Amount	\$1,212.55	\$1,212.55
92120	02/28/2013	Open	415 - Sewer Bond Projects	ACCOUNTS PAYABLE	Cash Amount	\$110,384.74	\$110,384.74
92121	02/28/2013	Open	420 - WATER	ACCOUNTS PAYABLE	Cash Amount	\$949.78	\$949.78
92122	02/28/2013	Open	217 - Streets - Gas Tax	ACCOUNTS PAYABLE	Cash Amount	\$1,454.92	\$1,454.92
92123	02/28/2013	Open	501 - Information Technology	ACCOUNTS PAYABLE	Cash Amount	\$106.50	\$106.50
92124	02/28/2013	Open	426 - Transit - BLAST	ACCOUNTS PAYABLE	Cash Amount	\$105,739.60	\$105,739.60
			511 - Health Insurance		Cash Amount	\$105,739.60	

# Payment Register

From Payment Date: 2/22/2013 - To Payment Date: 2/28/2013

Account Number	Payment Date	Open	Paying Fund	Account Type	Account Name	Cash Amount	Amount
92125	02/28/2013	Open	110 - General Fund	Accounts Payable	COUNTY BANK VISA	110.11000 (Cash)	\$7,345.54
			410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$2,643.00
			420 - WATER			420.11000 (Cash)	\$990.00
92126	02/28/2013	Open	Paying Fund	Accounts Payable	DEL PUERTO WATER DISTRICT	Cash Amount	\$11,512.99
			410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$11,512.99
92127	02/28/2013	Open	Paying Fund	Accounts Payable	DYETT & BHATIA URBAN	Cash Amount	\$14,512.75
			305 - Capital Facility Fees			305.11000 (Cash)	\$14,512.75
92128	02/28/2013	Open	Paying Fund	Accounts Payable	ENNIS PAINT INC	Cash Amount	\$2,273.56
			217 - Streets - Gas Tax			217.11000 (Cash)	\$2,273.56
92129	02/28/2013	Open	Paying Fund	Accounts Payable	GOMES & SONS INC, JOE M	Cash Amount	\$21,936.10
			110 - General Fund			110.11000 (Cash)	\$13,772.74
			205 - Sports Facilities			205.11000 (Cash)	\$231.75
			217 - Streets - Gas Tax			217.11000 (Cash)	\$1,040.61
			246 - Landscape Assessment			246.11000 (Cash)	\$1,309.46
			256 - Stanislaus Housing Consortia			256.11000 (Cash)	\$47.22
			405 - Building			405.11000 (Cash)	\$93.12
			410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$2,768.62
			420 - WATER			420.11000 (Cash)	\$1,066.32
			425 - Transit - Dial A Ride			425.11000 (Cash)	\$1,104.30
			426 - Transit - BLAST			426.11000 (Cash)	\$445.05
			502 - Engineering			502.11000 (Cash)	\$56.91
92130	02/28/2013	Open	Paying Fund	Accounts Payable	GROENIGER & CO INC	Cash Amount	\$285.96
			410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$75.34
			420 - WATER			420.11000 (Cash)	\$210.62
92131	02/28/2013	Open	Paying Fund	Accounts Payable	HD SUPPLY WATERWORKS LTD	Cash Amount	\$364.99
			420 - WATER			420.11000 (Cash)	\$364.99
92132	02/28/2013	Open	Paying Fund	Accounts Payable	HILMAR READY MIX	Cash Amount	\$193.73
			420 - WATER			420.11000 (Cash)	\$193.73

# Payment Register

From Payment Date: 2/22/2013 - To Payment Date: 2/28/2013

Payment ID	Date	Account	Account Type	Payee	Amount
92133	02/28/2013	Open	Accounts Payable	JARVIS FAY & DOPORTO LLP	\$1,082.08
		Paying Fund	Cash Amount		
		110 - General Fund	110.11000 (Cash)		\$1,082.08
92134	02/28/2013	Open	Accounts Payable	JCS PROPERTIES INC	\$1,500.17
		Paying Fund	Cash Amount		
		625 - Successor Agency - LMI	625.11000 (Cash)	MAGIC SANDS MOBILE HOME	\$1,500.17
92135	02/28/2013	Open	Accounts Payable	MAGIC SANDS MOBILE HOME	\$260.64
		Paying Fund	Cash Amount		
		625 - Successor Agency - LMI	625.11000 (Cash)	MARK III CONSTRUCTION INC	\$260.64
92136	02/28/2013	Open	Accounts Payable	MARK III CONSTRUCTION INC	\$11,692.80
		Paying Fund	Cash Amount		
		305 - Capital Facility Fees	305.11000 (Cash)		\$11,692.80
92137	02/28/2013	Open	Accounts Payable	MME	\$2,779.18
		Paying Fund	Cash Amount		
		215 - Streets - Grant Funded Projects	215.11000 (Cash)	MO-CAL OFFICE SOLUTIONS	\$2,779.18
92138	02/28/2013	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS	\$118.38
		Paying Fund	Cash Amount		
		110 - General Fund	110.11000 (Cash)	MODESTO JANITORIAL SUPPLY	\$118.38
92139	02/28/2013	Open	Accounts Payable	MODESTO JANITORIAL SUPPLY	\$958.73
		Paying Fund	Cash Amount		
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	MULBERRY MOBILE PARK	\$958.73
92140	02/28/2013	Open	Accounts Payable	MULBERRY MOBILE PARK	\$117.68
		Paying Fund	Cash Amount		
		625 - Successor Agency - LMI	625.11000 (Cash)	MUNISERVICES LLC	\$117.68
92141	02/28/2013	Open	Accounts Payable	MUNISERVICES LLC	\$625.00
		Paying Fund	Cash Amount		
		110 - General Fund	110.11000 (Cash)	NIXON EGLI EQUIPMENT CO	\$625.00
92142	02/28/2013	Open	Accounts Payable	NIXON EGLI EQUIPMENT CO	\$3,590.38
		Paying Fund	Cash Amount		
		215 - Streets - Grant Funded Projects	215.11000 (Cash)	NORTH STAR ENGINEERING GROUP INC	\$3,590.38
92143	02/28/2013	Open	Accounts Payable	NORTH STAR ENGINEERING GROUP INC	\$1,500.00
		Paying Fund	Cash Amount		
		411 - Storm Drainage Construction	411.11000 (Cash)	P G & E	\$1,500.00
92144	02/28/2013	Open	Accounts Payable	P G & E	\$710.34
		Paying Fund	Cash Amount		
		110 - General Fund	110.11000 (Cash)		\$710.34

# Payment Register

From Payment Date: 2/22/2013 - To Payment Date: 2/28/2013

Account Number	Payment Date	Account Name	Account Type	Amount	Balance
92145	02/28/2013	Open	Accounts Payable		
	Paying Fund				
	305 - Capital Facility Fees			\$27,885.97	\$27,885.97
92146	02/28/2013	Open	Accounts Payable		
	Paying Fund				
	205 - Sports Facilities			\$1,526.32	\$1,526.32
	217 - Streets - Gas Tax			\$700.21	\$700.21
	410 - WATER QUALITY CONTROL (WQC)			\$554.74	\$554.74
92147	02/28/2013	Open	Accounts Payable		
	Paying Fund				
	426 - Transit - BLAST			\$510.30	\$510.30
92148	02/28/2013	Open	Accounts Payable		
	Paying Fund				
	305 - Capital Facility Fees			\$3,018.24	\$3,018.24
92149	02/28/2013	Open	Accounts Payable		
	Paying Fund				
	110 - General Fund			\$2,637.42	\$2,637.42
	205 - Sports Facilities			\$13.56	\$13.56
	217 - Streets - Gas Tax			\$3.05	\$3.05
	246 - Landscape Assessment			\$3.05	\$3.05
	405 - Building			\$23.02	\$23.02
	410 - WATER QUALITY CONTROL (WQC)			\$243.20	\$243.20
	420 - WATER			\$23.68	\$23.68
	502 - Engineering			\$234.36	\$234.36
92150	02/28/2013	Open	Accounts Payable		
	Paying Fund				
	410 - WATER QUALITY CONTROL (WQC)			\$10,672.69	\$10,672.69
92151	02/28/2013	Open	Accounts Payable		
	Paying Fund				
	110 - General Fund			\$73.00	\$73.00
	246 - Landscape Assessment			\$68.00	\$68.00
	410 - WATER QUALITY CONTROL (WQC)			\$565.00	\$565.00
	420 - WATER			\$68.00	\$68.00
92152	02/28/2013	Open	Accounts Payable		
	Paying Fund				
	217 - Streets - Gas Tax			\$183.85	\$183.85
92153	02/28/2013	Open	Accounts Payable		
	Paying Fund				
	217 - Streets - Gas Tax			\$123.00	\$123.00

# Payment Register

From Payment Date: 2/22/2013 - To Payment Date: 2/28/2013

Paying Fund	Cash Amount	Amount
92154 420 - WATER 02/28/2013 Open Paying Fund	420.11000 (Cash) Accounts Payable SHAPE INC	\$123.00 \$30,244.34
92155 410 - WATER QUALITY CONTROL (WQC) 02/28/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable SHELL FLEET PLUS	\$30,244.34 \$447.98
92156 110 - General Fund 02/28/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable SIEMENS INDUSTRY INC	\$447.98 \$6,491.00
92157 216 - Streets - Local Transportation 02/28/2013 Open Paying Fund	216.11000 (Cash) Accounts Payable SIERRA CHEMICAL CO	\$6,491.00 \$4,167.80
92158 410 - WATER QUALITY CONTROL (WQC) 02/28/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable SOUTHWEST SCHOOL &	\$4,167.80 \$400.95
92159 270 - Recreation Grants 02/28/2013 Open Paying Fund	270.11000 (Cash) Accounts Payable STANISLAUS COUNTY OFFICE OF EDUCATION	\$400.95 \$50.00
92160 270 - Recreation Grants 02/28/2013 Open Paying Fund	270.11000 (Cash) Accounts Payable T I D	\$50.00 \$20,459.03
92161 110 - General Fund 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 02/28/2013 Open Paying Fund	110.11000 (Cash) 216.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Accounts Payable TIRE DIST SYSTEM INC	\$5,029.99 \$1,480.56 \$351.95 \$13,596.53 \$1,211.43
92162 110 - General Fund 217 - Streets - Gas Tax 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 02/28/2013 Open Paying Fund	110.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Accounts Payable USB SEWER EQUIPMENT CORPORATION	\$166.98 \$371.04 \$264.45 \$75.00 \$333.96 \$2,253.84
410 - WATER QUALITY CONTROL (WQC) Paying Fund	Cash Amount 410.11000 (Cash)	Amount \$2,253.84

# Payment Register

From Payment Date: 2/22/2013 - To Payment Date: 2/28/2013

Account Number	Payment Date	Open	Account Name	Account Type	Cash Amount	Amount
92163	02/28/2013	Open	WALKER ASSOC INC, LARRY	Accounts Payable		\$3,827.07
92164	02/28/2013	Open	WEST AMERICA BANK	Accounts Payable		\$112,309.72
92165	02/28/2013	Open	WEST COAST SAND & GRAVEL	Accounts Payable		\$1,283.43
92166	02/28/2013	Open	WESTERN VIEW MOBILE RANCH	Accounts Payable		\$3,091.71
92167	02/28/2013	Open	WESTFORK ESTATES	Accounts Payable		\$728.30
92168	02/28/2013	Open	ZALREICH CHEMICAL CO INC	Accounts Payable		\$33,450.08
92169	02/28/2013	Open	ZEE MEDICAL SERVICE CO	Accounts Payable		\$111.66
92170	02/28/2013	Open	COMFORT SUITES UC DAVIS	Accounts Payable		\$279.72
92171	02/28/2013	Open	GARCIA, RAY	Accounts Payable		\$102.00
92172	02/28/2013	Open	HUMPRHES, KEITH	Accounts Payable		\$102.00
92173	02/28/2013	Open	JOSE PLASENCIA	Accounts Payable		\$2,255.00

# Payment Register

From Payment Date: 2/22/2013 - To Payment Date: 2/28/2013

Check #	Account	Account Name	Amount	Reconciled Amount
92174	110 - General Fund 02/28/2013 Open Paying Fund	Accounts Payable LOPES, JEFF	\$2,255.00	\$600.00
92175	110 - General Fund 02/28/2013 Open Paying Fund	Accounts Payable MARRIOTT NEWPORT BEACH HOTEL	\$600.00	\$401.46
92176	110 - General Fund 02/28/2013 Open Paying Fund	Accounts Payable MARRIOTT NEWPORT BEACH HOTEL	\$401.46	\$401.46
92177	110 - General Fund 02/28/2013 Open Paying Fund	Accounts Payable MUJIR, DANA	\$401.46	\$162.00
92178	110 - General Fund 02/28/2013 Open Paying Fund	Accounts Payable MURPHY, MIKE	\$162.00	\$102.00
92179	246 - Landscape Assessment 02/28/2013 Open Paying Fund	Accounts Payable NEWMAN YOUTH SPORTS ALLIANCE	\$102.00	\$572.00
92180	110 - General Fund 02/28/2013 Open Paying Fund	Accounts Payable PSTC	\$572.00	\$330.00
92181	110 - General Fund 02/28/2013 Open Paying Fund	Accounts Payable SOUSA, MARY	\$330.00	\$118.00
92182	110 - General Fund 02/28/2013 Open Paying Fund	Accounts Payable TIDWELL, KEVIN	\$118.00	\$2,161.84
92183	110 - General Fund 02/28/2013 Open Paying Fund	Accounts Payable WILLIAMS, STEVE	\$2,161.84	\$118.00
Type Check Totals:				
AP - Accounts Payable Totals			88 Transactions	\$2,683,457.40

# Payment Register

From Payment Date: 2/22/2013 - To Payment Date: 2/28/2013

Open	88	\$2,683,457.40	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
<b>Total</b>	<b>88</b>	<b>\$2,683,457.40</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$2,683,457.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>88</b>	<b>\$2,683,457.40</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$2,683,457.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>88</b>	<b>\$2,683,457.40</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	\$2,683,457.40	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>88</b>	<b>\$2,683,457.40</b>	<b>\$0.00</b>

MARCH 12, 2013  
6:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

DRAFT

MINUTES  
Special Meeting

- 1. **CALL TO ORDER** - Mayor Lazar called the meeting to order at 6:03 p.m.  
PRESENT: Councilmembers Bill DeHart, Steven Nascimento, Amy Bublak, Forrest White, and Mayor John S. Lazar.  
ABSENT: None

2. **PUBLIC PARTICIPATION:** None

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

4. **TRANSPORTATION MEASURE**

A. Development Services Director Mike Pitcock presented the staff report on the conditions of the Roadway System in the City of Turlock, which included information about the Pavement Management System, conditions of our existing street network, funding required to improve our existing street network, the cost of various types of street improvements, and funding alternatives/options.

Council discussion included needs of the west side, criteria for determining uses of funding, creation of special districts, potential funding alternatives such as a flat parcel tax or a tax measure, and the potential for a future County road tax initiative.

Bill Berry of WBC provided information regarding funding options, including information about general purpose and special purpose tax measures, and recent revenue measure results.

Additional Council discussion included holding advertised/noticed public "town hall" forums throughout the community to solicit input from constituents for determination of critical issues such as roadways, public safety and water and the need for immediate action.

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

**Action:** Motion by Councilmember White, seconded by Councilmember DeHart, Accepting a report on the conditions of our Roadway System and directing staff to coordinate public forums to receive community input on critical issues. Motion carried unanimously.

5. **ADJOURNMENT:**

Mayor Lazar adjourned the meeting at 6:56 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver  
City Clerk

- 
1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:05 p.m.  
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.  
ABSENT: None  
**B. SALUTE TO THE FLAG**
  
  2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**
    - A. Mayor Lazar presented a Proclamation to Del Olson, City of Turlock Technical Services Supervisor, in recognition of his retirement.
    - B. Mayor Lazar acknowledged a recent luncheon held to honor City of Turlock employees reaching employment milestones with the City of Turlock and recognized Fire Captain Manuel Drumonde for thirty years of dedicated service.
    - C. Representatives of Pitman High School Future Business Leaders of America Brian Austin – President, Tina Samra – Co Vice President, Benjamin Williams – Co Vice President, and Luke Gonzalez – Member, were introduced. Mr. Austin provided information about the FBLA including their membership, purpose, and activities, including projects, competitions, business development, and conferences in which they participate.
  
  3. **A. SPECIAL BRIEFINGS:** None  
**B. STAFF UPDATES**
    1. City Manager Roy Wasden requested future updates be submitted to Council in May and November only and upon an occurrence of an unexpected vacancy, rather than at the first meeting of each month. Council agreed. 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, Christoffersen Parkway/Monte Vista Avenue Landscape Median Project, Monte Vista Avenue/Tuolumne Road Landscape Median Project, Clinton Road Sewer Lift Station, Harding Drain Outpour Line, and Water Quality Control Facility Project.
    3. Police Captain Steve Williams presented the Turlock Police 2012 4<sup>th</sup> Quarter Report and the 2012 Annual Report highlighting staffing levels, response times, crime statistics, field reporting, the impacts of AB109, and programs including the Volunteer Program, Explorer Program and Crime Prevention Program.

**C. PUBLIC PARTICIPATION:**

Tim Guerino, Executive Director of Turlock Gospel Mission provided an update on Turlock Gospel Mission activities, including the celebration of the one year anniversary at the Day Center and their work in securing employment, providing education and mental health services for their guests. Mr. Guerino thanked the Council for the opportunity and the Turlock Police Department for their professionalism and respect in dealing with TGM guests.

**4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA**

**Action:** Motion by Councilmember Bublak, seconded by Councilmember DeHart, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.

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

**5. CONSENT CALENDAR:**

Councilmember Bublak requested Item 5K be removed from the Consent Calendar for separate consideration.

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

- A. **Resolution No. 2013-041** Accepting Demands of 2/14/13 in the amount of \$4,676,367.35
- B. Motion: Accepting Minutes of 6:30 p.m. Special Meeting of February 26, 2013; Minutes of Regular Meeting of February 26, 2012; Minutes of 7:00 p.m. Special Meeting of February 26, 2013
- C. Motion: Accepting notification of Contract Change Order No. 3 in the amount of \$8,818 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 7 – Framing, Drywall, and Plaster, bringing the contract total to \$2,485,335
- D. **Resolution No. 2013-042** Approving the submittal of an application for a Caltrans Planning Grant to prepare a Bicycle Master Plan for the City of Turlock and authorizing the City Manager or his designee to execute and submit all documents necessary to complete the grant-funded project
- E. Motion: Rejecting bid for Tire Disposal and Recycling Services for RFB 12-256
- F. Motion: Approving Amendment No. 1 to the Agreement with Zalreich Chemical Company, Inc., for the procurement of additional Aluminum Chlorohydrate in the increased amount of \$90,000 Fund (410), bringing the contract total to \$320,080, for Fiscal Year 2012-13
- G. Motion: Rejecting all bids for Police Tactical Vests and Accessories for RFB 12-251, and authorizing the re-solicitation of bids
- H. Motion: Amending the Land Lease Agreement with Lewis and Dolores Baptista to include membership with the East San Joaquin Water Coalition
- I. Motion: Approving the purchase of one (1) Toro Groundmaster Trim Mower 3280D and one (1) Toro Versa Vac Sweeper through the State of California CMAS Contract No. 4-07-51-0020A from Turf Star, Inc., of Hayward, California, for Parks, Recreation and Public Facilities Division, without compliance to the formal bid procedure, in an amount not to exceed \$45,065

- J. *Motion:* Approving a renewal agreement between the City of Turlock Police Services and Eaton Power Quality (formally known as Powerware), as the service provides for the uninterruptible power system (UPS) in the Communications 911 Center, in an amount not to exceed \$2,151
- K. *Removed for separate consideration.*

**Item 5K** City Manager Roy Wasden presented the staff report on the request to enter into an agreement with Dave Young to assist in the Fiscal Year 2013-14 labor negotiations.

Council discussion included breadth of experience of a selected negotiator, budget falling within scope of duties of a City Manager, and lack of staffing to effectively conduct labor negotiations.

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

**Action:** Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Authorizing the City Manager to enter into an agreement with Dave Young, an outside labor negotiator, to assist in the Fiscal Year 2013-14 labor negotiations with all units if needed, in an amount not to exceed \$15,000. Motion carried with Councilmembers Bublak and White dissenting.

**6. FINAL READINGS:**

- A. **Ordinance No. 1182-CS**, Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 03 regarding Payment of Collection Charges as Introduced on February 26, 2013 was unanimously passed and adopted.

**7. PUBLIC HEARINGS**

- A. Police Captain Jeff Lopes presented the staff report on the request to amend the Turlock Municipal Code Title 4, Chapter 7, Article 1, Section 04 regarding Traffic Definitions and adding Turlock Municipal Code Title 4, Chapter 7, Article 9, Section 04 regarding Pedestrians Prohibited on Median Islands.

Council discussion included safety and legal issues, referring people in need to local groups that are capable and in the business of providing help, and exploration of a law that would preclude the acceptance of money while holding a sign. Mayor Lazar asked that City Attorney Phaedra Norton look into the matter.

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 4, Chapter 7, Article 1, Section 04 regarding Traffic Definitions and adding Turlock Municipal Code Title 4, Chapter 7, Article 9, Section 04 regarding Pedestrians Prohibited on Median Islands and setting the final reading for March 26, 2013. Motion carried unanimously.

- C. Interim Assistant to the City Manager Ron Reid presented the staff report on the request to amend the Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 02 regarding Tow-Away Zones.

Turlock Farmers Market Board Member Brandon Follett introduced new Market Manager Derek Griffin and provided information about the 2013 season, advantages of the proposed new location, parking and traffic issues, signage, affected parties and potential concerns.

Mayor Lazar identified a potential conflict of interest due to his wife serving on the Turlock Farmers Market Board.

*Mayor Lazar stepped down from the dais and turned the meeting over to Vice-Mayor DeHart.*

Council discussion included signage issues.

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

**Action:** Motion by Councilmember White, seconded by Councilmember Nascimento, introducing an Ordinance Amending Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 02, regarding Tow-Away Zones and setting the final reading for March 26, 2013. Motion carried with Mayor Lazar not participating.

*Mayor Lazar returned to the dais.*

## 8. SCHEDULED MATTERS:

- A. Interim Assistant to the City Manager/Police Lieutenant Ron Reid presented the staff report on the request to support the San Joaquin Tributaries Authority (SJTA) as it endeavors to prevent the State Water Resources Control Board (SWRCB) from imposing a thirty-five (35%) percent unimpaired water flow mandate in the Stanislaus, Tuolumne, and Merced Rivers from February through June each year.

San Joaquin Tributaries Authority Representative Allen Short made a presentation which included information about economic impacts to agriculture, energy impacts, predator suppression programs, and regional self-sufficiency.

Council discussion included water issues relating to diverting water to southern California.

Mayor Lazar opened public comment.

Sergio Alvarado spoke in favor of the Resolution supporting the San Joaquin Tributaries Authority in their endeavor to prevent the SWRCB from imposing the mandate.

Mayor Lazar closed public comment.

**Action:**        **Resolution No. 2013-043** Supporting the San Joaquin Tributaries Authority (SJTA) as it endeavors to prevent the State Water Resources Control Board (SWRCB) from imposing a thirty-five (35%) percent unimpaired water flow mandate in the Stanislaus, Tuolumne, and Merced Rivers from February through June each year was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

- B. Planning Manager Debbie Whitmore presented the staff report on the request to approve the final Project Study Report for State Route 165 from south of the Merced River to State Route 99. Ms. Whitmore provided an overview of the history of the project and future transportation improvement processes.

Council discussion included the extent of community representation and input, timelines for project implementation, and future funding strategies.

Mayor Lazar opened public comment. No one spoke. Mayor Lazar closed public comment.

**Action:**        **Resolution No. 2013-044** Approving the final Project Study Report for State Route 165 from south of the Merced River to State Route 99 was introduced by Councilmember Nascimento, seconded by Councilmember White, and carried unanimously.

- C. Municipal Services Director Dan Madden presented the staff report on the request to approve the agreement between the City of Turlock and the Western Recycled Water Coalition (WRWC) as authorized by Council on January 22, 2013.

*Councilmember DeHart stepped down from the dais.*

Mayor Lazar opened public comment. No one spoke. Mayor Lazar closed public comment.

**Action:**        Motion by Councilmember Bublak, seconded by Councilmember White, Approving the agreement between the City of Turlock and the Western Recycled Water Coalition (WRWC) as authorized by Council on January 22, 2013. Motion carried with Councilmember DeHart absent.

- D. Interim Assistant to the City Manager/Police Lieutenant Ron Reid presented the staff report on the request to adopt the City of Turlock 2013-15 Strategic Plan and noted a green sheet to the item which added the Stanislaus County Fair and Turlock Unified School District to "Goals" listed under section "B", subsection "c" (page 8), as examples of public and private agencies, industry, and educational institutions with which to develop value-added partnerships to ensure the most efficient use of resources to maximize value within department budgets.

*Councilmember DeHart returned to the dais.*

Council discussion included a request to change the title of section "H", subsection "c" (page 18), from "Cultural Arts and Tourism" to "Tourism" as arts are already listed in that section as a way to promote Turlock as a tourist destination, along with sports, facilities, and special events.

Mayor Lazar opened public comment. No one spoke. Mayor Lazar closed public comment.

**Action:** Motion by Councilmember Bublak, seconded by Councilmember DeHart, Adopting the City of Turlock 2013-15 Strategic Plan (with recommended changes). Motion carried unanimously.

- E. Interim Assistant to the City Manager/Police Lieutenant Ron Reid introduced the staff report on the request to accept the Convention and Visitors Bureau Annual Report for 2012 and authorize the execution of any and all documents relative to the Convention and Visitors Bureau (CVB).

Desa Cammack presented the annual report including highlights about the increase in hotel taxes, tourism growth, community funding, and new products such as their new smart phone app and tourism DVD which will be included in a recruitment package they are preparing.

Mayor Lazar opened public comment. No one spoke. Mayor Lazar closed public comment.

**Action:** Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Accepting the Convention and Visitors Bureau (CVB) Annual Report for Calendar Year 2012. Motion carried unanimously.

**Resolution No. 2013-045** Authorizing the execution of any and all documents relative to the Convention and Visitors Bureau (CVB) including but not limited to any amendments to the current agreement was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried unanimously.

9. **COUNCIL ITEMS FOR FUTURE CONSIDERATION:** None

**DRAFT**

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**10. COUNCIL COMMENTS:**

Councilmember White congratulated the Stanislaus County Fair for being one of five nominees for a social media award in New York City.

Councilmember Bublak announced that CSUS Coach Diljeet Taylor's women's relay team was victorious at the recent National Indoor Track and Field Championships,.

**11. CLOSED SESSION:**

City Attorney Phaedra Norton introduced the Closed Session item.

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

**Action:** No reportable action.

**12. ADJOURNMENT:**

Mayor Lazar adjourned the meeting at 9:18 p.m.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver  
City Clerk

**DRAFT**



## Council Synopsis

5C

March 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 \$356,157 (Fund 215) with George Reed Inc., of Modesto, California, for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements"

Motion: Approving a Signal Interconnect Agreement with Union Pacific Railroad Company (UPRR) of Omaha, Nebraska, in the amount of \$275,877 (Fund 215) to provide interconnection and coordination of the railroad grade crossing protection devices with the operation of a future traffic signal to be installed as part of City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements"

### 2. DISCUSSION OF ISSUE:

On March 7, 2013, six (6) bids were received for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements." George Reed Inc., of Modesto, California, was the lowest responsible bidder with a bid in the amount of \$356,157.

Bid Summary:

COMPANY NAME	BID AMOUNT
George Reed, Inc.	\$356,157.00
Taylor Backhoe Service	\$375,130.00
MCI Engineering	\$385,463.30
On Grade Contracting, Inc.	\$398,656.65
B&M Builders, Inc.	\$437,069.20
Rodgers Construction & Engineering Co. Inc.	\$459,134.00

The intersection of Golden State Boulevard and F Street is currently a two-way stop. Vehicle traffic on F Street has a difficult time turning left onto Golden State Boulevard due to the amount of traffic and relatively high speeds of vehicles on Golden State Boulevard.

The scope of work for this project includes the signalization of the intersection of Golden State Boulevard and F Street, addition of a storm drain bubble up system, street widening on the north side of F Street west of Golden State Boulevard, pavement rehabilitation, new curb and gutter along portions of Golden State Boulevard, pedestrian curb ramps, and traffic striping and markings.

This project has been selected as a recipient of federal funds under the Congestion Mitigation and Air Quality Improvement (CMAQ) Program as signalization of the intersection will provide improved traffic efficiency and decreased emissions.

Due to the close proximity of the railroad tracks to the intersection, coordination between the operation of the railroad grade crossing protection devices (gates and flashing lights) and traffic signal is required to allow adequate time for vehicles to safely clear the railroad grade crossing. The Union Pacific Railroad (UPRR) is required to provide a minimum of twenty seconds of simultaneous preemption time, meaning that the traffic signal controller will receive a signal when a train is twenty seconds away from the grade crossing. When the traffic signal receives the signal, it transfers right of way to those vehicles whose movements do not conflict with the approaching train. Twenty seconds is a minimum time that UPRR is required to provide, though in many instances, additional time is required to safely clear traffic and transfer right of way to non-conflicting movements. Staff calculated that forty five seconds of total warning time, or twenty five additional seconds, is needed to safely clear a sixty five foot long commercial truck from the railroad grade crossing. A review of the requested twenty five seconds of additional warning time was conducted by Campbell Technology Corporation (CTC), at the request of UPRR. The report states that the CTC does not object to the requested additional warning time.

A Signal Interconnect Agreement was prepared by UPRR and sent to Staff in November of 2012. Article 2 part d) states:

“The City agrees to pay one hundred percent (100%) of Railroad’s actual labor and material costs associated with the work and materials described herein. The Railroad estimates such cost to be \$275,877.00, as set forth in Railroad’s Material and Force Account Estimate dated July 26, 2012, marked Exhibit B, hereto attached and hereby made a part hereof. Within one hundred twenty (120) days after Railroad has completed its work, the Railroad will submit a final billing to City for any balance owed. City shall pay the Railroad within Thirty (30) days of its receipt of all bills submitted by the Railroad”.

As stated above, the actual cost for work performed by UPRR on this project is not known until after the work is complete. The agreement requires the City to pay for one hundred percent of the actual costs associated with the work. The agreement

states that the City must pay an administrative fee of \$1,000 in order to execute the agreement with UPRR.

**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) City Council must authorize approval of agreements with outside agencies such as the Union Pacific Railroad.
- C) The installation of a traffic signal will improve efficiency of the intersection, increase safety, and improve air quality.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

- Goal(s):** a. Identify avenues to address current deficiencies  
 iv) Streets/Roadways

The intersection of Golden State Boulevard and F Street is deficient in terms of traffic movement efficiency, safety, and pavement condition.

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

**Fiscal Impact:**

This project is federally funded by CMAQ. The estimated breakdown of the federal and local share for this project is shown below.

	<u>Estimated Cost</u>	<u>Federal Share</u>	<u>Local Share</u>
Contractor Bid Cost:	\$ 356,157	\$ 280,675	\$ 75,482
Construction Contingency:	\$ 28,087	\$ 28,087	\$ 0
Construction Engineering:	\$ 28,087	\$ 28,087	\$ 0
UPRR Agreement:	\$ 275,877	\$ 230,200	\$ 45,677
UPRR Administrative Fee:	\$ 1,000	\$ 0	\$ 1,000
Kleinfelder West, Inc.:	\$ 4,000	\$ 0	\$ 4,000
Siemens/Republic ITS:	\$ 1,000	\$ 0	\$ 1,000
Preliminary Engineering:	\$ 72,462	\$ 39,100	\$ 33,362
<b>Total:</b>	<b>\$ 766,670</b>	<b>\$ 606,149</b>	<b>\$ 160,521</b>

Funding is available in line item 215-40-420.51210, "Federal Street Projects".

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

Recommend approval.

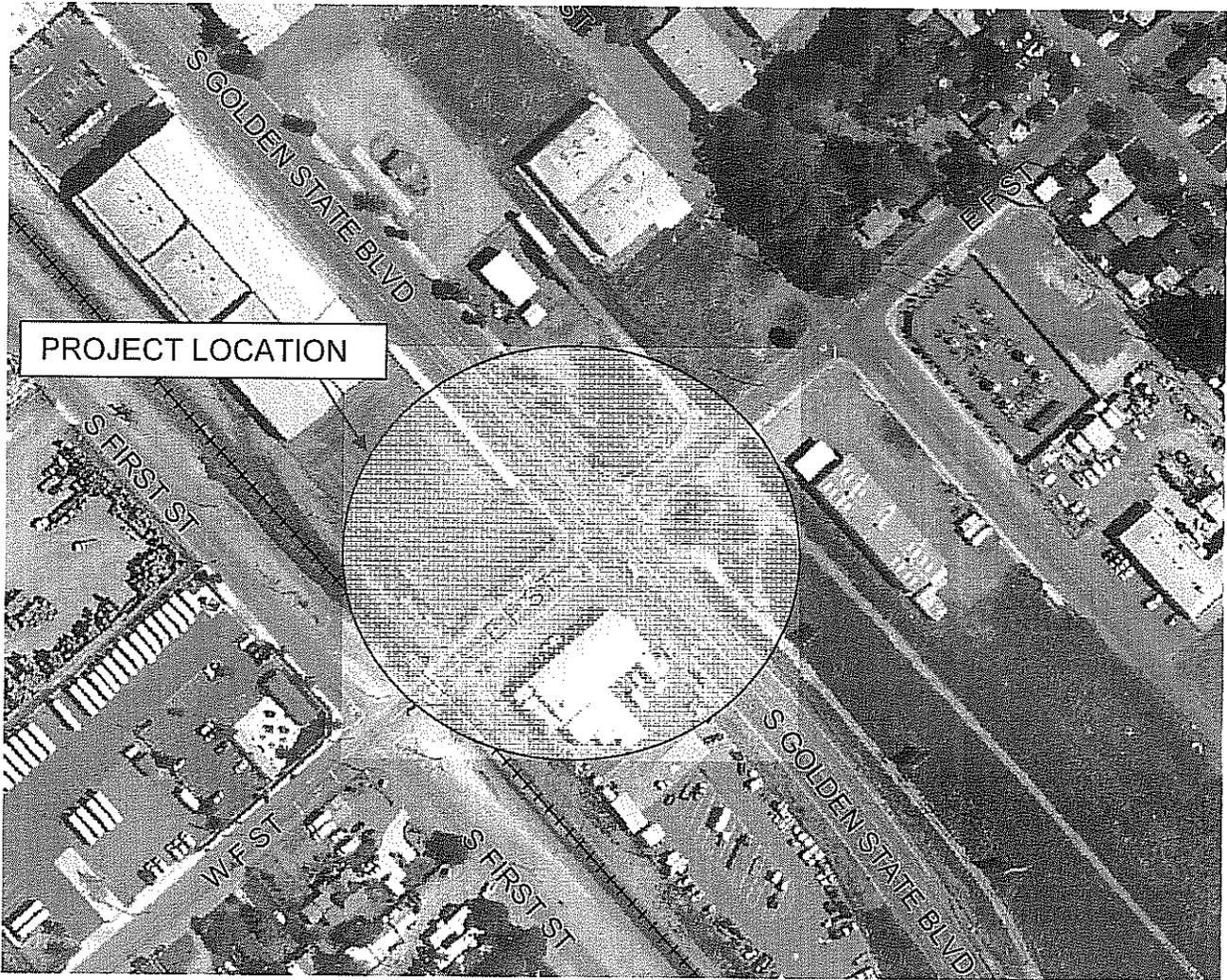
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements will increase efficiency, improve safety, and reduce vehicle emissions.
- B. Not approve the signal interconnect agreement with UPRR. Staff does not recommend this alternative because the additional warning time requested will improve vehicle safety when the intersection is signalized.

CITY PROJECT NO. 11-20  
Golden State Boulevard and F Street Intersection Improvements



# CITY OF TURLOCK

## BIDDER'S SUMMARY



PROJECT TITLE: Golden State Boulevard and F Street Intersection Improvements  
 PROJECT NUMBER: 11-20  
 BID OPENING: March 7, 2013  
 3:00 P.M.  
 ANTICIPATED COUNCIL AWARD DATE: March 26, 2013

1 2 3

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S ESTIMATE			George Reed, Inc.			Taylor Backhoe Service			MCI Engineering		
				Unit Price	Total	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total			
1	Temporary Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$12,000.80	\$12,000.80	\$9,000.00	\$9,000.00	\$36,000.00	\$36,000.00	\$36,000.00	\$36,000.00		
2	Remove Existing Facilities	LS	1	\$15,000.00	\$15,000.00	\$33,000.00	\$33,000.00	\$6,000.00	\$6,000.00	\$24,000.00	\$24,000.00	\$24,000.00	\$24,000.00		
3	Remove and Salvage Improvements	LS	1	\$970.00	\$970.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00		
4	Remove Thermoplastic Stripes, Markings and Pavement Markers	LS	1	\$1,000.00	\$1,000.00	\$2,100.00	\$2,100.00	\$2,300.00	\$2,300.00	\$3,400.00	\$3,400.00	\$3,400.00	\$3,400.00		
5	Grinding (Cold Plane Method)	SY	664	\$3.00	\$1,992.00	\$16.00	\$10,624.00	\$10.00	\$6,640.00	\$8.70	\$5,776.80	\$5,776.80	\$5,776.80		
6	Storm Drain Pipe (16" PVC C900)	LF	212	\$70.00	\$14,840.00	\$108.00	\$22,896.00	\$77.00	\$16,324.00	\$76.00	\$16,112.00	\$16,112.00	\$16,112.00		
7	Storm Drain Catch Basin	EA	4	\$2,500.00	\$10,000.00	\$3,550.00	\$14,200.00	\$1,900.00	\$7,600.00	\$3,000.00	\$12,000.00	\$12,000.00	\$12,000.00		
8	Earthwork	LS	1	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00	\$14,000.00	\$14,000.00	\$15,100.00	\$15,100.00	\$15,100.00	\$15,100.00		
9	Aggregate Base	CY	87	\$100.00	\$8,700.00	\$75.00	\$6,525.00	\$123.00	\$10,701.00	\$117.00	\$10,179.00	\$10,179.00	\$10,179.00		
10	Hot Mix Asphalt	ION	274	\$100.00	\$27,400.00	\$125.00	\$34,250.00	\$134.00	\$36,716.00	\$140.00	\$38,360.00	\$38,360.00	\$38,360.00		
11	Pavement Reinforcing Fabric	SY	664	\$2.00	\$1,328.00	\$7.00	\$4,648.00	\$5.00	\$3,320.00	\$4.50	\$2,988.00	\$2,988.00	\$2,988.00		
13	Minor Concrete (Curb and Gutter)	LF	443	\$25.00	\$11,075.00	\$25.00	\$11,075.00	\$31.00	\$13,733.00	\$37.00	\$16,391.00	\$16,391.00	\$16,391.00		
14	Minor Concrete (Vertical Curb)	LF	27	\$20.00	\$540.00	\$17.00	\$459.00	\$33.00	\$891.00	\$100.00	\$2,700.00	\$2,700.00	\$2,700.00		
15	Minor Concrete (Sidewalk)	SF	1727	\$4.00	\$6,908.00	\$5.00	\$8,635.00	\$6.00	\$10,362.00	\$8.50	\$14,679.50	\$14,679.50	\$14,679.50		
16	Access Ramp	EA	4	\$800.00	\$3,200.00	\$500.00	\$2,000.00	\$777.00	\$3,108.00	\$2,150.00	\$8,600.00	\$8,600.00	\$8,600.00		
17	Adjust Frames and Covers to Grade	EA	7	\$400.00	\$2,800.00	\$700.00	\$4,900.00	\$500.00	\$3,500.00	\$700.00	\$4,900.00	\$4,900.00	\$4,900.00		
18	Traffic Signal System	LS	1	\$158,000.00	\$158,000.00	\$164,000.00	\$164,000.00	\$221,000.00	\$221,000.00	\$165,000.00	\$165,000.00	\$165,000.00	\$165,000.00		
19	Signage	LS	1	\$1,200.00	\$1,200.00	\$870.00	\$870.00	\$1,000.00	\$1,000.00	\$885.00	\$885.00	\$885.00	\$885.00		
20	Thermoplastic Pavement Markings	SF	140	\$7.00	\$980.00	\$7.00	\$980.00	\$9.00	\$1,260.00	\$10.00	\$1,400.00	\$1,400.00	\$1,400.00		
21	Pavement Markers (Type A)	EA	139	\$3.00	\$417.00	\$3.80	\$528.20	\$5.00	\$695.00	\$5.00	\$695.00	\$695.00	\$695.00		
22	Pavement Markers (Type D)	EA	25	\$3.00	\$75.00	\$6.00	\$150.00	\$8.00	\$200.00	\$5.00	\$125.00	\$125.00	\$125.00		
23	Thermoplastic Pavement Striping (12" White)	LF	530	\$6.00	\$3,180.00	\$4.00	\$2,120.00	\$5.00	\$2,650.00	\$4.00	\$2,120.00	\$2,120.00	\$2,120.00		
24	Thermoplastic Pavement Striping (24" Yellow)	LF	12	\$12.00	\$144.00	\$8.00	\$96.00	\$8.00	\$96.00	\$8.00	\$96.00	\$96.00	\$96.00		
25	Replace Chain Link Fencing	LF	82	\$10.00	\$820.00	\$50.00	\$4,100.00	\$37.00	\$3,034.00	\$33.00	\$2,706.00	\$2,706.00	\$2,706.00		
Total =					\$274,569.00	\$356,157.00	\$356,157.00	\$375,130.00	\$375,130.00	\$385,463.30	\$385,463.30	\$385,463.30	\$385,463.30		



# AGREEMENT

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## FOR PUBLIC IMPROVEMENT

Project No. 11-20

### Golden State Boulevard and F Street Intersection Improvements

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

George Reed Inc  
P O Box 4760  
Modesto, CA 95352

hereinafter called "Contractor" on this 26th day of March, 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 March 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: Installation of a traffic signal system with vehicle detection, railroad preemption circuitry, pedestrian push buttons, storm drain catch basins and pipe, asphalt concrete pavement overlay, road widening, minor concrete for curb, gutter, sidewalk, and pedestrian ramps, pavement striping, signage, 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. 11-20, "Golden State Boulevard and F Street Intersection Improvements."**

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 **Three Hundred Fifty Six Thousand One Hundred Fifty Seven and NO/100ths Dollars (\$356,157.00)**. 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 **Ninety Nine (99)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued. If lead time for the delivery of traffic signal equipment becomes the controlling operation of work, either a suspension to the contract time or the addition of the appropriate number of working days per change order shall be granted.

**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 **Four Hundred Sixty Five and no/100ths Dollars (\$465.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. **Performance By Sureties:**

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

of the agreement and do not commence performance thereof within five (5) days after notice to the City of such election, City may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account, and at the expense of Contractor and the sureties shall be liable to City for any excess cost or damages occasioned City thereby; and, in such event, City may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant and other property belonging to Contractor as may be on the site of the work and necessary therefor.

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

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

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

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

**13. Superintendence By Contractor:**

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

**14. Inspection By City:**

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

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

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

In the event work is performed or materials furnished in addition to those set forth in Contractor's bid and the specifications herein, said work and materials shall be

paid for at the unit price therein contained. Said amount shall be paid in installments as hereinafter provided.

**16. Inspection And Testing Of Materials:**

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

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

**17. Permits And Care Of The Work:**

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

**18. Other Contracts:**

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

**19. Payments To Contractor:**

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

Pursuant to Division 2, Part 5, Section 22300, *et seq.*, of the Public Contracts Code, the Contractor may request the right to substitute securities for any moneys withheld by the City of Turlock to ensure the performance required of the

Contractor under the contract, or that the City of Turlock make payment of retentions earned directly into an escrow account established at the expense of the Contractor.

**20. Contract Security:**

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

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

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

**22. Contractor's Insurance:**

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

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

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

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

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

(4) Surety bonds as described below.

(5) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may

acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

**23. Proof Of Carriage Of Insurance:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**26. Provisions Cumulative:**

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

**27. Taxes:**

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

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

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

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

**28. Notices:**

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

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

**City of Turlock  
City Engineer**

156 S. Broadway, Suite 150  
Turlock, CA 95380-5454

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

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

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**29. Interpretation:**

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

**30. Antitrust Claims:**

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

**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  
corporation**

**CITY OF TURLOCK, a municipal**

\_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_

Federal Tax ID or

Social Security Number: \_\_\_\_\_

\_\_\_\_\_

Phaedra A. Norton, City Attorney

ATTEST:

\_\_\_\_\_

Kellie E. Weaver, City Clerk

**BOND FOR FAITHFUL PERFORMANCE**

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**KNOW ALL BY THESE PRESENTS:**

That \_\_\_\_\_, as  
Principal, and \_\_\_\_\_,  
incorporated under the laws of the State of \_\_\_\_\_, and authorized to  
execute bonds and undertakings as sole Surety, in the State of California, 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. 11-20, "Golden State  
Boulevard and F Street Intersection Improvements,"** 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

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### KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements,"** 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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# SIGNAL INTERCONNECT AGREEMENT

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BETWEEN THE  
UNION PACIFIC RAILROAD COMPANY  
AND THE  
CITY OF TURLOCK

COVERING  
THE CONSTRUCTION, MAINTENANCE & OPERATION OF A  
SIGNAL INTERCONNECT FACILITY FOR THE EXISTING F  
STREET AT-GRADE PUBLIC ROAD CROSSING

AT  
MILE POST 126.72 – FRESNO SUBDIVISION  
DOT NO.: 752480P

IN OR NEAR  
TURLOCK,  
STANISLAUS COUNTY,  
CALIFORNIA



UPRR Folder No.: 2734-83

UPRR Audit No.: \_\_\_\_\_

## SIGNAL INTERCONNECT AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street, MS1690, Omaha, Nebraska 68179-1690 (hereinafter "Railroad"), and the **CITY OF TURLOCK** a municipal corporation/political subdivision of the State of California to be addressed at 156 South Broadway, Suite 150, Turlock, CA 95380 (hereinafter "City"),

### WITNESSETH:

WHEREAS, City desires to undertake as its project the installation of highway traffic control signals at the intersection of Golden State Hwy. and F Street in Turlock, Stanislaus County, California, as shown on the Railroad Location Print, marked **Exhibit A**, and the Detailed Print marked **Exhibit A-1**, each hereto attached and hereby made a part hereof; and

WHEREAS, Railroad has grade crossing protection devices at the intersection of its track and F Street at Mile Post 126.72, Fresno Subdivision; and

WHEREAS, Railroad agrees to install the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing protection devices with the operation of said highway traffic control signals. Said work is to be performed at the sole expense of City; and

WHEREAS, City and Railroad, severally and collectively, desire to interconnect and coordinate the operation of said signals.

### AGREEMENT:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereunder set forth, it is agreed as follows:

#### **ARTICLE 1 – LIST OF EXHIBITS**

Exhibit A	Railroad Location Print
Exhibit A-1	Detailed Print
Exhibit B	Railroad Material and Force Account Work Estimate
Exhibit C	Form of Contractor's Right of Entry Agreement

#### **ARTICLE 2 - SCOPE OF WORK**

- a). City and Railroad, severally and collectively, agree to interconnect and coordinate the operation of the railroad grade crossing protection devices with the operation of the highway traffic control signals at Mile Post 126.72, Fresno Subdivision.

- b). Railroad agrees to install the necessary relays and other materials required for interconnect at City's expense, as set forth in Article 2(d) below.
- c). Railroad hereby grants permission and authority to City and/or its contractor to install the conduit with the necessary wiring on Railroad right of way on the condition that City requires any of its contractors performing work on Railroad's property to enter into a Right of Entry Agreement with Railroad. City acknowledges receipt of a copy of the Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor of the need to execute the agreement. Under no circumstances will City's contractor be allowed onto Railroad's premises without first executing the Right of Entry Agreement.
- d). The City agrees to reimburse the Railroad for one hundred percent (100%) of Railroad's actual labor and material costs associated with the work and materials described herein. The Railroad estimates such cost to be **\$275,877.00**, as set forth in Railroad's Material and Force Account Estimate dated July 26, 2012, marked **Exhibit B**, hereto attached and hereby made a part hereof. Within one hundred twenty (120) days after Railroad has completed its work, the Railroad will submit a final billing to City for any balance owed. City shall pay the Railroad within Thirty (30) days of its receipt of all bills submitted by the Railroad.

**ARTICLE 3 - CONSTRUCTION AND MAINTENANCE**

The City, at it's expense, shall furnish all labor, material, equipment and supervision for the installation and maintenance of highway traffic control signals at the intersection of Golden State Hwy. and F Street.

**ARTICLE 4 - PAYMENT**

In addition to the payment set forth in Article 1d. above, in consideration of City's agreement to perform and abide by the terms of this Agreement and the work to be performed by Railroad, City agrees to pay Railroad an administrative fee of **ONE THOUSAND DOLLARS (\$1,000.00)** upon the execution of this Agreement.

**ARTICLE 5 - CONDITIONS**

- a). Except as set forth in Article 5, City shall not be liable to Railroad on account of any failure of Railroad's flasher lights to operate properly nor shall Railroad have or be entitled to maintain any action against City arising from any failure from Railroad's flasher lights to operate properly. Similarly, Railroad shall not be liable to City on account of any failure of City's traffic signal to operate properly nor shall City have or be entitled to maintain any action against Railroad arising from any failure of City's traffic signal to operate properly.
- b). City reserves the right to cancel this agreement for any reason and at any time prior to Railroad proceeding with any part of the work outlined herein.
- c). Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. City or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's premises to be used by

City or its contractor(s). If it is, City or its contractor(s) will telephone the telecommunication company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's premises.

#### **ARTICLE 6 - INTERFERENCE**

Each party shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

#### **ARTICLE 7 - CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE**

- a). If the City will be hiring a contractor or contractors to perform any work involving the Project (including initial construction and any subsequent relocation or maintenance and repair work), the City shall require its contractor(s) to (i) execute the Railroad's then current Contractor's Right of Entry Agreement; (ii) obtain the insurance coverage described in Exhibit C of the current Contractor's Right of Entry Agreement; and (iii) provide the insurance policies, certificates, binders and/or endorsements to Railroad that are required in Exhibit C of the current Contractor's Right of Entry Agreement before allowing any of its contractor(s) and their respective subcontractors to commence any work in the Crossing Area or on any other Railroad property.
- b). The City acknowledges receipt of a copy of Railroad's current Contractor's Right of Entry Agreement, attached hereto as **Exhibit C** and hereby made a part hereof, and confirms that it will inform its contractor(s) that it/they and their subcontractors are required to execute such form of agreement before commencing any work on any Railroad property. Under no circumstances will City's contractor(s) or any subcontractors be allowed on to Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- c). All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:  

*Manager Contracts  
Union Pacific Railroad Company  
1400 Douglas Street, MS1690  
Omaha, NE 68179-1690  
UPRR Folder No. 2734-83*
- d). If the City's own employees will be performing any of the Project work, the City may self-insure all or a portion of the insurance coverage subject to Railroad's prior review and approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the day and year first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By \_\_\_\_\_  
**JOHN S. HERTZLER**  
Manager - Contracts

ATTEST:

**CITY OF TURLOCK**

\_\_\_\_\_  
By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

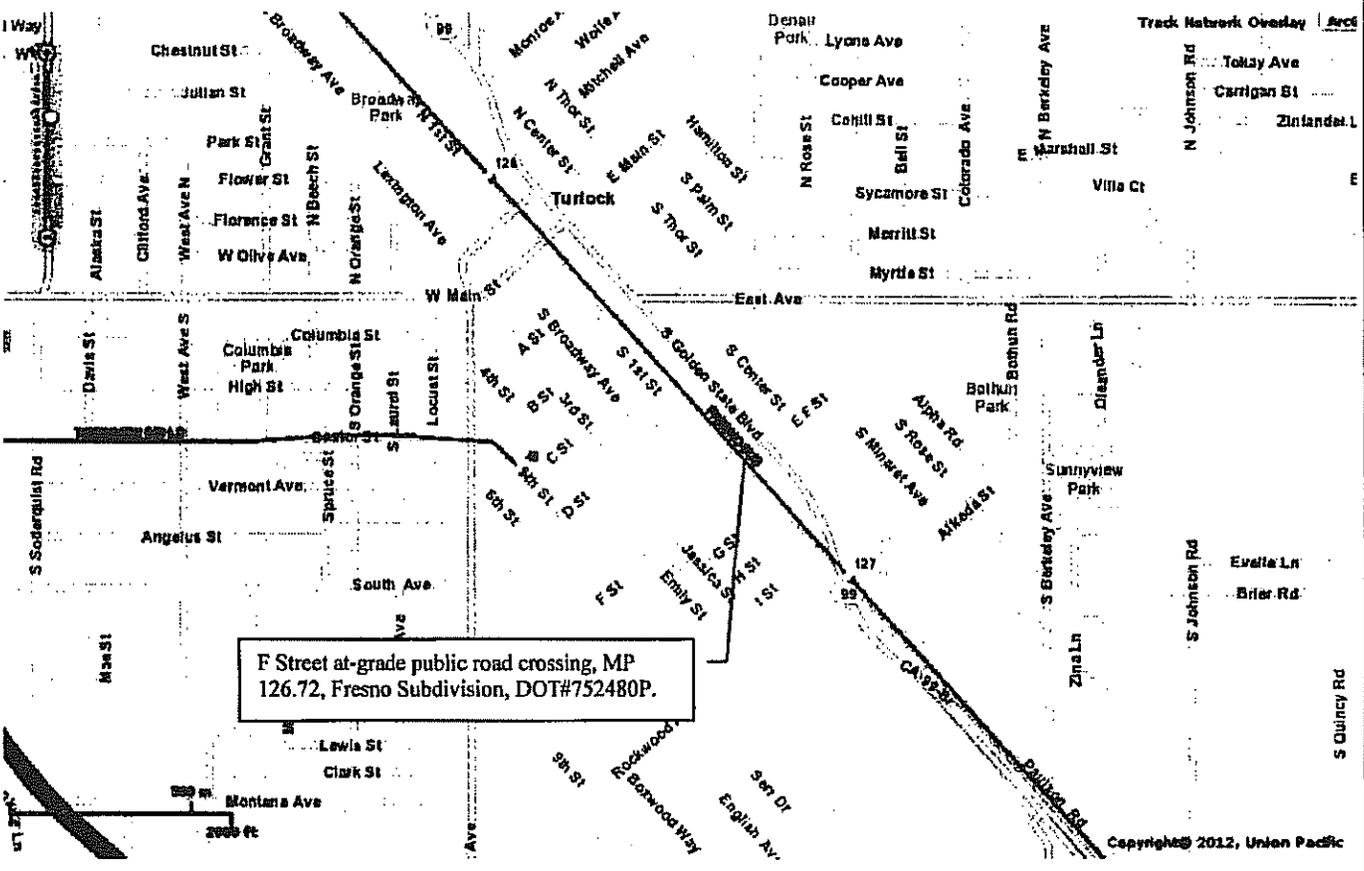
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**EXHIBIT A**

**To Signal Interconnect Agreement**

**Cover Sheet for the  
Railroad's Location Print**

# RAILROAD LOCATION PRINT OF AN AT-GRADE PUBLIC ROAD CROSSING SIGNAL INTERCONNECT CONSTRUCTION PROJECT



**RAILROAD WORK TO BE PERFORMED:**

- i. Install simultaneous preemption facilities; and other signal materials.

**EXHIBIT "A"**  
**UNION PACIFIC RAILROAD COMPANY**

FRESNO SUBDIVISION  
RAILROAD MILE POST 126.72  
GPS: 37.488504, -120.840158  
TURLOCK, STANISLAUS CO., CA.

To accompany an agreement with the  
**CITY OF TURLOCK**  
covering an existing at-grade public road  
crossing signal interconnect construction project.

Folder No. 2734-83

Date: October 26, 2012

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE  
OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-(800) 336-9193

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# EXHIBIT A-1

To Signal Interconnect Agreement

Cover Sheet for the  
Detailed Print





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# EXHIBIT B

To Signal Interconnect Agreement

Cover Sheet for the  
Railroad's Material Force & Account Estimate

DATE: 2012-07-26

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2013-01-24

DESCRIPTION OF WORK:  
INSTALL NEW CWT CIRCUITRY FOR ADVANCE PREEMPTION  
AT TURLOCK, CA. "P" STREET M.P. 126.72  
ON THE FRESNO SUB. DOT #752480F  
WORK TO BE PERFORMED BY RAILROAD WITH EXPENSE AS BELOW:  
SIGNAL - CITY OF TURLOCK - 100%  
ESTIMATED USING FEDERAL ADDITIVES WITH INDIRECT AND  
OVERHEAD CONSTRUCTION COST'S - 167.76%

PID: 78142 AWO: 14415 MP,SUBDIV: 126.72, FRESNO  
SERVICE UNIT: 19 CITY: ALCANT STATE: CA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
<b>ENGINEERING WORK</b>							
ENGINEERING			7117		7117		7117
LABOR ADDITIVE 167.76%			19936		19936		19936
SIG-HWY XNG			4821		4821		4821
<b>TOTAL ENGINEERING</b>			<b>31874</b>		<b>31874</b>		<b>31874</b>
<b>SIGNAL WORK</b>							
BILL PREP			900		900		900
CONTRACT				8272	8272		8272
LABOR ADDITIVE 167.76%			71172		71172		71172
MATL STORE EXPENSE				8	8		8
PERSONAL EXPENSES				22872	22872		22872
ROCK/GRAVEL/FILL				1000	1000		1000
SALES TAX				3309	3309		3309
SIGNAL			41525	82728	124253		124253
TRANSF/IB/OB/RCLW CONTR				12216	12216		12216
ENVIRONMENTAL - PERMITS				1	1		1
<b>TOTAL SIGNAL</b>			<b>113697</b>	<b>130406</b>	<b>244003</b>		<b>244003</b>
<b>LABOR/MATERIAL EXPENSE</b>			<b>145471</b>	<b>130406</b>			
<b>RECOLLECTIBLE/UPRR EXPENSE</b>					<b>275877</b>	<b>0</b>	
<b>ESTIMATED PROJECT COST</b>							<b>275877</b>

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

# EXHIBIT C

To Signal Interconnect Agreement

Cover Sheet for the Form of  
Contractor's Right of Entry Agreement



UPRR Folder No.: 2734-83

UPRR Audit No.: \_\_\_\_\_

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

\_\_\_\_\_  
(NAME OF CONTRACTOR)

a \_\_\_\_\_ corporation ("Contractor").  
(State of Corporation)

### RECITALS:

Contractor has been hired by the *City of Turlock* ("City") to perform work relating to the installation of highway traffic control signals at the intersection of Golden State Hwy. and F Street (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of the Railroad's Mile Post 126.72 on the Railroad's Fresno Subdivision in or near Turlock, Stanislaus County, California, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A**, and as specified on the Detailed Print marked **Exhibit A-1**, each attached hereto and hereby made a part hereof, which work is the subject of a contract dated \_\_\_\_\_ between the Railroad and the City.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement.

### AGREEMENT:

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of

performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.

B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

DENNIS W. MAGURES, MTM  
Union Pacific Railroad  
833 East 8<sup>th</sup> St.  
Stockton, CA 95206  
209-546-7333 (o) / 916-508-1034 (m)  
dwmagure@up.com

BRIAN W. QUALLS, MSM  
Union Pacific Railroad  
833 E 8TH ST,  
STOCKTON, CA 95206-0000  
209 642-1032 (o) / 209 642-1032 (m)  
bwqualls@up.com

C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein  
(*Expiration Date*)

provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No.: 2734-83*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
(Federal Tax ID #94-6001323)

By: \_\_\_\_\_  
JOHN S. HERTZLER  
Manager Contracts

\_\_\_\_\_  
(Name of Contractor)

By \_\_\_\_\_

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

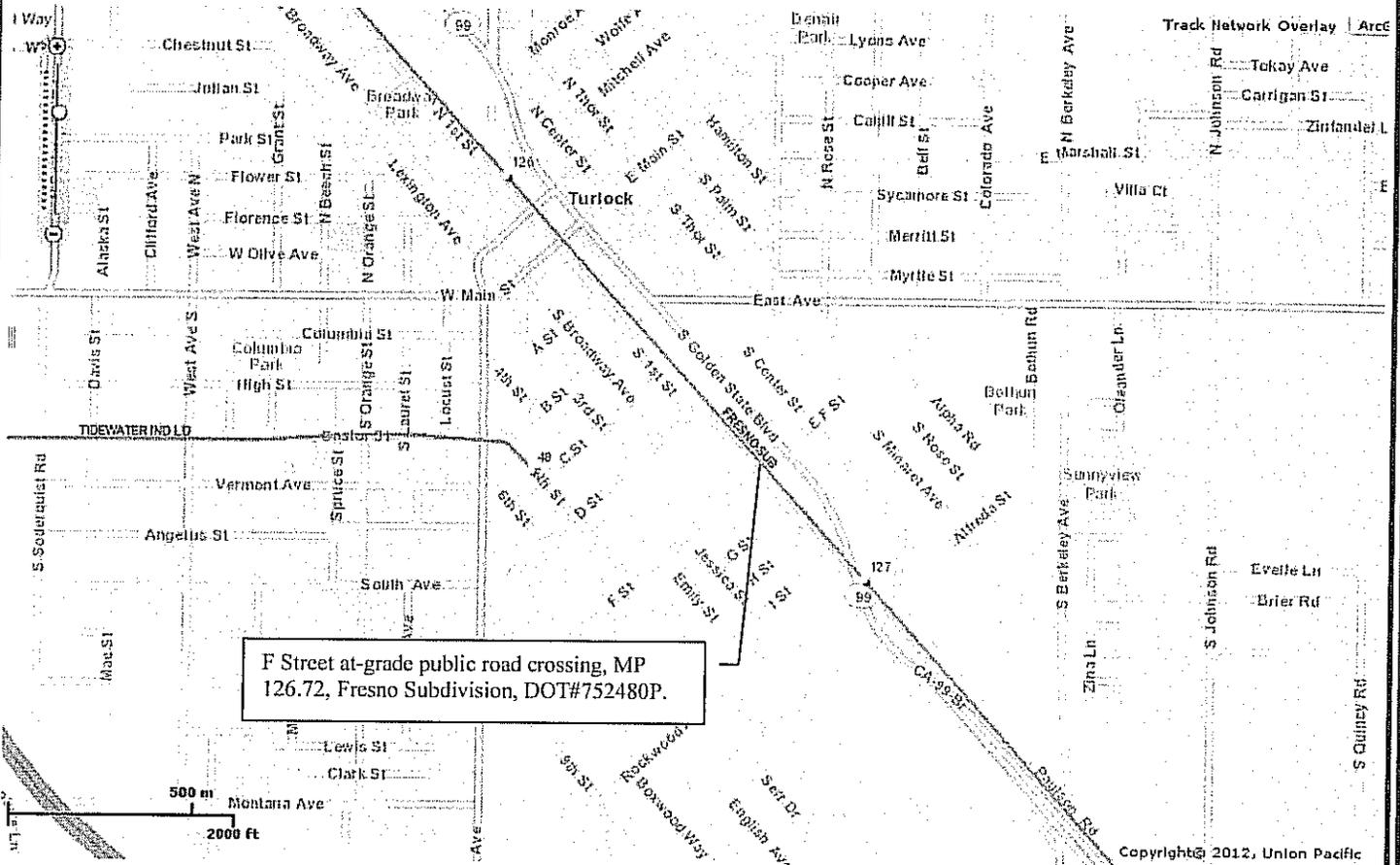
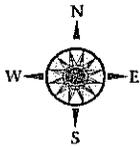
Title: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

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

Email: \_\_\_\_\_

# RAILROAD LOCATION PRINT OF AN AT-GRADE PUBLIC ROAD CROSSING SIGNAL INTERCONNECT CONSTRUCTION PROJECT



**RAILROAD WORK TO BE PERFORMED:**

1. Install simultaneous preemption facilities; and other signal materials.

**EXHIBIT "A"**  
**UNION PACIFIC RAILROAD COMPANY**

FRESNO SUBDIVISION  
RAILROAD MILE POST 126.72  
GPS: 37.488504, -120.840158  
TURLOCK, STANISLAUS CO., CA.

To accompany an agreement with the  
**CITY OF TURLOCK**  
covering an existing at-grade public road  
crossing signal interconnect construction project.

Folder No. 2734-83

Date: October 26, 2012

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE  
OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-(800) 336-9193

## EXHIBIT B

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### GENERAL TERMS & CONDITIONS

##### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least thirty (30) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

##### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor

and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage); (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

**B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

**C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremens and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this Agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this Agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

**E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

**F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be included when the scope of the work as defined in the Agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. In any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### **OTHER REQUIREMENTS**

**G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

**H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

**I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

**J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

**K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.

**L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## EXHIBIT D

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- (i) Waist-length shirts with sleeves.
- (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- (i) Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized workwear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### **IV. EQUIPMENT**

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### **V. GENERAL SAFETY REQUIREMENTS**

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

- (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
- (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
- (v) Before stepping over or crossing tracks, look in both directions first.
- (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.



## Council Synopsis

5D

March 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: Approving an agreement for materials testing and special inspection services in the amount of \$98,500 (Fund 420) with Kleinfelder West, Inc., of Modesto, California, for City Project No. 11-42, "Fulkerth Tank and Pump Station"

### 2. DISCUSSION OF ISSUE:

The City of Turlock has a need for construction materials testing and special inspections services for City Project No. 11-42, "Fulkerth Tank and Pump Station." Due to necessary certifications, City staff is unable to insure compliance with the project standards without this specialized inspection service.

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

The City Council approved an annual retainer agreement with Kleinfelder West, Inc. for Fiscal Year 2010-11 on July 13, 2010. The City Manager has opted to extend the term of the agreement through Fiscal Year 2012 - 2013 via written notification, as allowed by the existing contract. The total compensation amount under the current retainer agreement is \$400,000. The total amount of Service Request obligations to date is \$349,407.05.

City staff requested that Kleinfelder provide a detailed cost estimate for providing materials testing services for City Project No. 11-42, "Fulkerth Tank and Pump Station." The cost proposal included a not to exceed amount of \$98,500, to be billed on actual time and materials used in the performance of the work. As the cost proposal for the subject project exceeds the amount available under the current retainer agreement, staff requests that Council approve a separate agreement with Kleinfelder West, Inc. for materials testing and special inspections services for City Project No. 11-42, "Fulkerth Tank and Pump Station."

**3. BASIS FOR RECOMMENDATION:**

- A) Per City Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.
- B) Kleinfelder has a long history of providing quality services to the City.
- C) Kleinfelder has hands on experience with the construction site as as they prepared the Geotechnical Report for this project.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

- Goal(s):** c. Address Growth-Related Issues (Current and Future)  
ii) Water

The completed construction project will increase the City's ability to store and effectively distribute potable water to residents and businesses in the area. Materials testing services assures that materials placed on the project meet the required specifications.

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

**Fiscal Impact:**

Funding is available in line item 420-52-551.51273, "Fulkerth Tank and Pump Station – Materials Testing."

A budget transfer request was recently completed which transferred \$20,000 from account number 420-52-551.51270, "Construction Project" to 420-52-551.51273, "Fulkerth Tank and Pump Station – Materials Testing." Though it does not cover the entire contract amount, the budget transfer is intended to pay for expenses in Fiscal Year 2012/13. The Fiscal Year 2013/14 budget will include the necessary funds to complete funding of services by Kleinfelder in Fiscal Year 2013/14.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

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

CITY PROJECT NO. 11-42  
FULKERTH TANK AND PUMP STATION





**AGREEMENT FOR SPECIAL SERVICES**  
**between**  
**CITY OF TURLOCK**  
**and**  
**Kleinfelder West, Inc.**  
**for**  
**Materials Testing and Special Inspection Services**  
**CITY PROJECT NO. 11-42**

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**THIS AGREEMENT** is made this 26th day of March, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Kleinfelder West, Inc.**, hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

**WHEREAS**, in accordance with California Government Code §37103, CITY has a need for Materials Testing and Special Inspection Services for City Project No. 11-42, "Fulkerth Tank and Pump Station"; and

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

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

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

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

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

**4. COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Ninety Eight Thousand Five Hundred and no/100<sup>ths</sup> Dollars (\$98,500.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twenty four months (24) beginning March 27, 2013 and ending March 27, 2015, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its

equivalent), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. TERMINATION OF STATED EVENT:**

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

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

theft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

required to perform any such additional services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**for CONSULTANT: KLEINFELDER WEST, INC.  
1224 6<sup>th</sup> STREET  
MODESTO, CA 95354  
PHONE: (209) 577-4333  
FAX: (209) 575-3444**

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

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

**CITY OF TURLOCK, a municipal corporation**

**KLEINFELDER WEST, INC.**

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

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

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

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

APPROVED AS TO SUFFICIENCY:

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

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



## EXHIBIT A

February 6, 2013  
File No. 117954.PROP11

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

**Subject: Revised Proposal for Materials Testing  
and Observation Services  
Fulkerth Tank and Pump Station #11-42  
Turlock, California**

Dear Mr. Fremming:

Kleinfelder is pleased to present this revised proposal to provide materials testing and observation services for the Fulkerth Tank and Pump Station #11-42 project located in Turlock, California. The purpose of our materials testing and observation services will be to provide the project manager and client with field and laboratory data in order to assess compliance with the project plans and specifications. The following proposal presents our anticipated scope of services, cost estimate, and limitations.

### **PROJECT UNDERSTANDING**

The project consists of the construction of new Pump Station Building, Tank and Underground Utilities.

### **SCOPE OF SERVICES**

The following anticipated scope of services is based on information provided to our firm during e-mail correspondence and discussions with Mr. Stephen Fremming from December 13, 2012 to February 4, 2013; and our experience on similar projects:

#### ***Soil Services***

- Provide an engineering technician for observation and testing during backfill of underground utility trenches, and structure footings and pads.
- Provide an engineering technician for observation and testing of finished subgrade and aggregate base on Fulkerth Road.
- Sample native soils, import soils and aggregate base and transport the samples to our laboratory for testing.
- Test soil and aggregate base samples for optimum moisture and maximum density relationship.

- Aggregate Base Lab Qualification Testing which includes coarse and fine gradation, SE, coarse and fine durability and R-Value.
- Class II Permeable Material Lab Qualification Testing which includes coarse and fine gradation and SE.

#### **Concrete/Shotcrete Services**

- Provide engineering technician for sampling and testing during concrete placements.
- Provide engineering technician for observation and sampling during shotcrete placement.
- Pick up concrete compressive strength samples and shotcrete panels and transport to Kleinfelder's lab for testing.
- Provide testing of concrete samples for compressive strength.
- Core shotcrete panels for compressive strength testing.
- Provide an engineering technician to sample reinforcing Steel and transport the samples to the laboratory for testing.
- Provide an engineering technician for reinforcing steel observation placement.
- Provide and engineering technician for anchor bolt installation observation and testing.

#### **Masonry Services**

- Provide an engineering technician to sample CMU's and transport to Kleinfelder's lab for testing.
- Provide testing of CMU's for ASTM C140 which includes absorption and received moisture, CMU compression, dimension verification and lineal shrinkage.
- Provide an engineering technician for observation of CMU placement.
- Provide and engineering technician for reinforcing steel placement observation.
- Provide and engineering technician for sampling of mortar, grout and CMU prisms.
- Provide and engineering technician to pick up compressive strength samples and transport to Kleinfelder's lab for testing.

#### **Steel Services**

- Provide a welding inspector for shop welding observation.
- Provide a welding inspector for field welding observation.
- Provide an engineering technician to provide tension/torque testing of bolts.

#### **Project Management**

- Project manager to coordinate and oversee testing and observation services.
- Periodic reports summarizing testing and/or observation services.

For the revised scope of services outlined in this proposal, we have developed an estimated cost of **\$98,500.00** (which includes a \$8,391.00 contingency fund). A detailed cost breakdown is attached (Revised Attachment A) for your review. Our services will be performed on a time-and-expense portal-to-portal basis from in accordance with our current City contract rates. The actual cost of our services will depend largely on the contractor or owner's actual schedule and progress, as well as impact of weather and work stoppages, all of which are beyond our control. Kleinfelder assumes that the construction schedule is based on regular eight-hour days, five days a week. Weekend



or swing shifts are not anticipated for this project. As specific construction activity changes, modifications to this proposal may be required. If overtime is required, the costs will be higher.

Overtime and night work charges will be billed as outlined in the "Basis of Charges" section included with our rate schedule.

Should services be requested that are not listed in this proposal, those services will be provided according to our current contract rates. It is our understanding that this project is/not subject to the prevailing wage requirements set forth by the State of California Division of Industrial Relations.

### **LIMITATIONS**

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

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

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

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

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



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

Respectfully submitted,

**KLEINFELDER WEST, INC.**

  
Monty M. Montgomery

Merced Materials Supervisor

  
Steven R. Davis, C.E.G. 1471

Senior Associate

MMM: sj

Enclosures : Appendix A

REVISED APPENDIX "A"

City of Turlock - Fulkerth tank and Pump Station - #11-42  
 Turlock, California  
 Testing and Observation Services



The proposed revised scope of tests and observations is based upon a review of provided project plans and specifications, our experience with similar projects and requested services from the project engineer. Cost estimates for testing and observation services are itemized in each of the following categories. Our cost estimate for this project is \$98,500.00 which includes a \$8,391.00 contingency fund.

SOILS SERVICES				
Soils (Lab)	Tests		Rate	Total
Native Soils (ASTM D-1557)	2		\$ 215.00	\$ 430.00
Aggregate Base (ASTM D-1557)	1		\$ 240.00	\$ 240.00
Aggregate Base Qualification Testing - which includes Coarse and Fine Gradation, SE, Coarse and Fine Durability and R-Value	2		\$ 885.00	\$ 1,770.00
Class II Permeable Material Qualification Testing - which includes Coarse and Fine Gradation and SE	1		\$ 265.00	\$ 265.00
Soils (Field Observation and Testing)	Visits	Hrs/Visit	Rate	Total
Pump Station Building Footings (FSG)	2	5	\$ 82.00	\$ 820.00
Pump Station Building Footing (FAB)	2	5	\$ 82.00	\$ 820.00
Tank Footings (FSG)	2	5	\$ 82.00	\$ 820.00
Tank Footings (FAB)	2	5	\$ 82.00	\$ 820.00
Class II Permeable Material Under Tank - Observation of Consolidation	2	5	\$ 82.00	\$ 820.00
Surge Tank (FSG)	1	5	\$ 82.00	\$ 410.00
Surge Tank (FAB)	1	5	\$ 82.00	\$ 410.00
Storm Drain Pump Station (FSG)	1	4	\$ 82.00	\$ 328.00
Storm Drain Pump Station (FAB)	1	4	\$ 82.00	\$ 328.00
Sidewalk Areas (FSG)	2	4	\$ 82.00	\$ 656.00
Roadways (FSG)	5	4	\$ 82.00	\$ 1,640.00
Roadways (FAB)	5	4	\$ 82.00	\$ 1,640.00
<b>Underground Trench Backfill</b>				
<b>Off Site</b>				
Sewer Main in Fulkerth Rd.	3	5	\$ 82.00	\$ 1,230.00
Sewer Manholes in Fulkerth Rd.	4	5	\$ 82.00	\$ 1,640.00
Water Main in Fulkerth Rd.	2	4	\$ 82.00	\$ 656.00
<b>On Site</b>				
Sewer Lines	6	4	\$ 82.00	\$ 1,968.00
Storm Drain Lines	6	4	\$ 82.00	\$ 1,968.00
Water Lines	6	4	\$ 82.00	\$ 1,968.00



CONCRETE SERVICES				
Concrete/Shotcrete (Lab)	Tests		Rate	Total
Concrete Cylinders (30 sets of 4)	120		\$ 30.00	\$ 3,600.00
Shotcrete Cores (Max 8 sets of 3)	24		\$ 66.00	\$ 1,584.00
Concrete/Shotcrete Field Observation and Sampling	Visits	Hrs/Visit	Rate	Total
Pump Station Building Footings	1	6	\$ 82.00	\$ 492.00
Pump Station Building Slab on Grade	1	6	\$ 82.00	\$ 492.00
Tank Footings	1	6	\$ 82.00	\$ 492.00
Tank Pad	1	6	\$ 82.00	\$ 492.00
Tank Panel Walls & Roof	12	6	\$ 82.00	\$ 5,904.00
Surge Tank Pad	1	5	\$ 82.00	\$ 410.00
Storm Drain Pump Station Pad	1	5	\$ 82.00	\$ 410.00
Misc. Concrete	2	4	\$ 82.00	\$ 656.00
Shotcrete Observation	4	8	\$ 82.00	\$ 2,624.00
Shotcrete Panel Coring	4	2	\$ 82.00	\$ 656.00
Pick-Up Concrete Cylinders/Panels	24	2	\$ 82.00	\$ 3,936.00

MASONRY SERVICES				
Masonry (Lab)	Tests		Rate	Total
CMU Qualification Testing (2 block types) ASTM C 140 - which includes Absorption and Received Moisture, CMU Compression, Dimension Verification and Lineal Shrinkage	6		\$ 380.00	\$ 2,280.00
Prism Testing (2 sets of 3)	6		\$ 110.00	\$ 660.00
Grout Testing (3 sets of 7)	21		\$ 30.00	\$ 630.00
Mortar Testing (3 sets of 7)	21		\$ 30.00	\$ 630.00
Masonry (Field Observation and Sampling)	Visits	Hrs/Visit	Rate	Total
CMU Placement (including mortar sampling)	20	8	\$ 82.00	\$ 13,120.00
Reinforcing Rebar Placement Inspection	3	4	\$ 82.00	\$ 984.00
Grout Sampling	3	6	\$ 82.00	\$ 1,476.00

REINFORCING STEEL				
Reinforcing Steel (Lab)	Tests		Rate	Total
Rebar Sizes (# 4,5 & 6) - 2 each (assume 2 heats) - Tensile & Bend	6		\$ 130.00	\$ 780.00
Reinforcing Steel Observation	Visits	Hrs/Visit	Rate	Total
Sample Reinforcing Steel	1	4	\$ 82.00	\$ 328.00
Pump Station Building Footings	1	4	\$ 82.00	\$ 328.00
Pump Station Building Pad	1	4	\$ 82.00	\$ 328.00
Tank Footing	1	4	\$ 82.00	\$ 328.00
Tank Pad	1	4	\$ 82.00	\$ 328.00
Surge Tank Pad	1	4	\$ 82.00	\$ 328.00
Storm Drain Pump Station Pad	1	4	\$ 82.00	\$ 328.00



<b>MISCELLANEOUS SERVICES</b>				
<b>Field Observations</b>	<b>Visits</b>	<b>Hrs/Visit</b>	<b>Rate</b>	<b>Total</b>
Anchor Bolt Installation Observation and Testing	3	4	\$ 82.00	\$ 984.00
<b>Equipment Usage</b>	<b>Visits</b>		<b>Rate</b>	<b>Total</b>
Skidmore	1		\$ 55.00	\$ 55.00
Torque Wrench	2		\$ 50.00	\$ 100.00
Coring Equipment and Bit	4		\$ 150.00	\$ 600.00
Anchor Bolt Pull Equipment	3		\$ 150.00	\$ 450.00

<b>STEEL SERVICES</b>				
<b>Bolts</b>	<b>Visits</b>	<b>Hrs/Visit</b>	<b>Rate</b>	<b>Total</b>
Bolt Torque Observation and Testing	2	6	\$ 82.00	\$ 984.00
<b>Structural Steel</b>				
Fabrication Shop Welding Inspection	5	6	\$ 82.00	\$ 2,460.00
Structural Steel Field Welding Inspection	15	6	\$ 82.00	\$ 7,380.00

<b>ENGINEERING SERVICES</b>				
		<b>Hours</b>	<b>Rate</b>	<b>Total</b>
Project Management, safety meetings, quality assurance		30	\$ 130.00	\$ 3,900.00
Administrative Support, reporting, and document production		24	\$ 65.00	\$ 1,560.00
Project Professional Engineer		15	\$ 155.00	\$ 2,325.00
Senior Professional Engineer		18	\$ 170.00	\$ 3,060.00
			<b>TOTAL :</b>	<b>\$ 90,109.00</b>
Contingency Fund (to be used only with prior permission)				\$ 8,391.00
			<b>TOTAL :</b>	<b>\$ 98,500.00</b>



## Council Synopsis

March 26, 2013

5E

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving Amendment No.1 to reimbursement agreement between the City of Turlock and NUCP Turlock, LLC, in the amount of \$21,980 for the City's share of added costs due to change orders during construction, bringing the total agreement to an amount not to exceed \$1,798,695.60 for construction of a storm Drain Pipe associated with the Master Storm Drain Plan and its associated Master Storm Drain Fee Nexus

### 2. DISCUSSION OF ISSUE:

On October 25, 2011, the City entered into an Agreement with NUCP Turlock, LLC, to perform the Construction of a Stormwater Main from the intersection of Soderquist Rd. and Fulkerth Ave., south to West Main St. and then west to Tully Road. These sections of storm drain pipe are identified in the Master Storm Drain Plan and the costs of the improvements have been collected through Master Storm Drain Fees on development projects. It was estimated that the construction of the proposed improvements would cost \$1,776,715.60. However, during the course of construction, the contractor encountered unforeseen utility conflicts that required addition redesign costs, excavated unsuitable material handling and disposal costs, additional excavation costs and the cost of two (2) additional manholes, for a total added cost in the amount of \$43,960. After review of the necessary changes and the associated costs, NUCP Turlock, LLC, and City Staff have agreed that the City and NUCP should evenly split the \$43,960 in additional costs.

### 3. BASIS FOR RECOMMENDATION:

(A) All reimbursement agreement must be approved by the City Council.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

**Goal(s):** c. Address Growth-Related Issues (Current and Future)  
vi) Storm Water Management

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

**Fiscal Impact:**

- \$1,798,695.60 - Sufficient funds are available in Fund

No General Fund money will be used to fund the proposed improvements.

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

Recommend approval

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

1. Not approve the amendment as presented. Staff does not recommend this as this is a mechanism to spur economic growth through public infrastructure improvements.

LOCATION MAP





**AMENDMENT NO. 1  
to  
Agreement  
Between  
CITY OF TURLOCK  
and  
NUCP TURLOCK, LLC**

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**THIS AMENDMENT**, dated March 26, 2013, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **NUCP TURLOCK, LLC**, (hereinafter "DEVELOPER").

**WHEREAS**, the parties hereto previously entered into an agreement dated October 25, 2011, whereby DEVELOPER will perform the Construction of 30" and 36" Storm Main from Soderquist and Fulkerth Rd., south to West Main St. and then west to Tully Rd. per approved plans (hereinafter the "Agreement").

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

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

1.C. Term. The term of this Agreement shall commence upon the Effective Date and shall extend until "Project Completion." For purposes of this Agreement, "Project Completion" shall mean the date on all infrastructure improvements defined in Exhibit "C" have been constructed by the Developer, all improvements have been accepted by the City and Developer has received all Reimbursements, not to exceed One Million Seven Hundred Ninety Eight Thousand Six Hundred Ninety Five and 60/100ths Dollars (\$1,798,695.60).

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

*OK for Agenda*

**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**, a municipal corporation

**NUCP Turlock, LLC**

*[Signature below must be notarized]*

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

By: \_\_\_\_\_  
*Signature*

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

Name: \_\_\_\_\_  
*Print*

APPROVED AS TO FORM AND LEGALITY:

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

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

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

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

**EXHIBIT "C" Amendment No. 1  
Infrastructure Improvements and Reimbursement Amount**

Construction of 30" and 36" Storm Main from Soderquist Rd. and Fulkerth Ave., south to West Main St. and then west to Tully Rd. per approved plans. ....	\$1,642,155.00
Indirect costs for design, testing, surveying, etc. ....	\$134,560.60
City's Share of Costs Due to Change Orders During Construction .....	\$21,980.00
<b>Total.....</b>	<b>\$1,798,695.60</b>



## Council Synopsis

5F

March 26, 2013

From: Dan Madden, Municipal Services Director

Prepared by: Michael Cooke, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving a communications lease between the Board of Trustees of the California State University Stanislaus and the City of Turlock for the purpose of allowing the City of Turlock to install, maintain, and operate telecommunications equipment related to the City of Turlock's automatic water meter reading system at California State University Stanislaus and authorizing the City Manager to sign all documents pertaining thereto

### 2. DISCUSSION OF ISSUE:

The City of Turlock operates an automatic meter reading (AMR) system that allows the City of Turlock to collect water meter data via wireless technology. The core of the system is five (5) cell control units (CCUs) that collect the data transmitted from the approximately 19,000 water meters in Turlock. The CCUs are located on cellular and radio towers throughout Turlock and relay meter read data via wireless technology to the Internet. City staff accesses the data for both billing and customer service. This AMR system has been in operation since 2011 and recently went through a major upgrade to improve the reliability and read rate of the system.

The City has a CCU located on a wireless communications tower at CSU Stanislaus, which because of its height, collects data from a significant number of water meters – it routinely communicates with 6,000 of the City's 19,000 meters. CSU Stanislaus has installed a new wireless communications tower on the campus and the City wishes to relocate its existing equipment to the new tower. The university has requested that the City enter into a communications lease to formalize the new arrangement.

The cost of the lease agreement is \$1,000 per year with an annual inflation factor of 3%. Further, the City must pay a one-time \$500 administrative fee. Given the critical nature of this piece of infrastructure and the cost effectiveness of having one tall tower in North Turlock rather than 2-3 shorter towers, the expenses associated with the lease agreement are an efficient use of City resources.

**3. BASIS FOR RECOMMENDATION:**

- A) The City's equipment located on the cellular tower at CSU Stanislaus is a critical piece of the City's automatic meter reading system.
- B) Because of the height of the tower at CSU Stanislaus, it has a significant range. To maximize the efficiency of its AMR system, it behooves the City to site its CCUs on fewer, but taller towers.
- C) The minor cost of the lease, \$1,000 per year (plus inflation), is more cost effective than the City finding alternative locations for its equipment.
- D) The colocation of wireless communications facilities is a City policy.

**Strategic Plan Initiative: B) FISCAL RESPONSIBILITY**

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

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

**Fiscal Impact**

\$1,000 from unencumbered funds in 420-52-550.43502 "Itron AMR Web-based Hosting Service" (Water Fund).

There is no impact to the General Fund.

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

Recommend Approval

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A) The City Council may choose not to enter in to the lease agreement and look for alternative locations. This alternative is not recommended because the height and central location of the university's tower makes it very difficult to replicate at such favorable terms.

COMMUNICATIONS LEASE

THIS COMMUNICATIONS LEASE ("Lease") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the Board of Trustees of the California State University, which is the State of California acting in its higher education capacity, acting by and through California State University, Stanislaus, having a mailing address of One University Circle, Turlock, CA 95382, hereinafter called "University" and the City of Turlock, California, having a mailing address of 156 South Broadway, Suite 230, Turlock, CA 95380, hereinafter called "Lessee."

WITNESSETH:

PROPERTY DESCRIPTION

WHEREAS, University has under its control certain real property located in the County of Stanislaus, State of California, (hereinafter referred to as the "University's Property"); and more particularly described in Exhibit "A" attached hereto and made part hereof.

WHEREAS, University's practice is to make said real property available for lease as an electronic communications site when it is for the benefit of the public and same is consistent with the University's programs and needs.

NOW, THEREFORE, it is hereby mutually agreed as follows:

AREA

1. The University does hereby lease to Lessee, and Lessee does hereby lease from University, tower space and approximately \_\_\_\_ (nn) square feet of land located within the boundaries of the University's Property, together with the right of access including access to utilities, hereinafter collectively called the "Premises," as more particularly described in Exhibit "B" attached herein and made part hereof. The specific location of Lessee's land and location of equipment on the tower will be determined by mutual agreement. Said \_\_\_\_ (nn) square feet of land shall be used by Lessee only for equipment and equipment cabinets or modular shelter and related cables and utility lines necessary to house Lessee's equipment. Lessee shall paint or finish its exposed modular shelter and equipment cabinets so as to comply with University's color scheme requirements. Lessee shall not erect or construct any building on the Premises. Lessee understands that the Premises (tower space and land) are part of a larger area shared with other tenants operating similar facilities.

USE

2. The University grants to Lessee the right to install, maintain and operate telecommunications equipment to support its operations on the Premises, subject to the restrictions herein.

(a) The leased Premises shall be used during the term hereof solely for the purposes of installing, operating, and maintaining a water meter billing support system, and all facilities necessary thereto and such other transmitting and receiving equipment as University may from time to time consent to in writing, which consent shall not be unreasonably withheld, delayed or conditioned and for no other purpose or purposes, whatsoever.

(b) Prior to any installation, modification or operation, the Lessee shall submit three copies of the complete set of plans (drawings, specifications, structural calculations) with appropriate stamps and signatures to University and installation is not to proceed prior to approval of said plans by University and University-assigned plan check reviewers. After installation and prior to issuance of permission of use by Lessee, University will within a reasonable period of time inspect installation for conformity to plans. Permission from University shall not be unreasonably withheld, delayed or conditioned.

(c) Lessee shall, at its sole cost and expense, comply with all of the applicable requirements of all applicable Municipal, State and Federal statutes, laws, ordinances, and regulations now in force or which may be in force pertaining to use of the Premises by Lessee.

(d) Lessee shall provide the maintenance and repair of Lessee's cabinet(s), including but not limited to the foundations. University, at its sole cost shall maintain the tower, and all of University's equipment located thereon. The Lessee shall not be responsible in any manner for the maintenance and repair of the equipment or tower of the University.

(e) Any improvements installed by Lessee on the Premises shall comply with the applicable provisions of the California Environmental Quality Act.

TERM

3. The terms and provisions of this Lease shall be effective on the date first written above. The initial term of this Lease is five (5) years, and shall commence on the date first written above ("Commencement Date") and shall terminate after five years, unless this Lease is sooner terminated or is extended as hereinafter provided.

Lessee is granted options to extend this Lease for up to three (3) additional five (5) year periods ("Option Period"). This Lease shall automatically renew for each Option Period unless Lessee notifies the University in writing ninety (90) days prior to the end of the initial term or each successive Option Period, of its intention not to renew the Lease.

Within sixty (60) days following the expiration or termination of this Lease, Lessee shall remove its above ground personal property and fixtures and restore the Premises to its original condition immediately prior to construction, normal wear and tear excepted. Should the Lessee fail to remove the property subject to this Lease, the University may perform this work or have it done, and the Lessee shall assume liability for the cost of this removal and restoration of the site.

All equipment in the cabinet(s) or on the tower shall remain Lessee's personal property and will be removed or caused to be removed by Lessee at the end of the term of the Lease or any extension thereof.

RENT

4. On the first day of the month following commencement of construction of Lessee's equipment (the "Rent Commencement Date") rent shall be One Thousand Dollars (\$1,000.00) paid annually in advance, increased annually throughout the Initial Term and each Option Period of this Lease on each anniversary of the Rent Commencement Date by three percent (3%) of the rent for the previous twelve (12) months. Lessee shall make rental payments for the leased Premises during the Option Periods annually in advance based on the amount described above.

All Rental Payments shall be made to:

California State University, Stanislaus  
Accounts Receivable  
One University Circle  
Turlock, CA 95382

Lessee shall be responsible directly to the serving entities for all utilities required by Lessee for its use of the Premises. Should electric power be provided by University, Lessee will install an electric meter and Lessee's usage shall be read by University or at University's option by Lessee on a monthly basis and the cost of electricity used by Lessee shall be paid by Lessee to University as payment separate from rent and shall be computed at the then-current public utility rate.

ADMINISTRATIVE  
CHARGE/FEES

5. Lessee shall pay, at the time of the execution of this Lease a one-time charge of Five Hundred Dollars and No Cents (\$500.00) to cover the costs associated with the

preparation and the engineering and technical analysis of this Lease to assure complete compatibility of operations at the site. Payment shall be made to the name and address in Paragraph 4.

## DEFAULT

6. Lessee shall pay said rent to the University without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from University to Lessee of such default (provided, however, that it shall not be deemed an event of default by Lessee if Lessee shall commence to cure such failure within said thirty (30) day period and thereafter diligently pursues such cure to completion, this Lease shall be terminated. In the event of termination of this Lease, it shall be lawful for University to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In the event University terminated this Lease during the Option Period(s), pursuant to this paragraph, the University shall not be required to pay Lessee any sum or sums whatsoever. In the event of a breach of any of the other terms, covenants or conditions herein contained on the part of University to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Lessee to University of such default (provided, however, that it shall not be deemed an event of default by University if University shall commence to cure such failure within said thirty (30) day period and thereafter diligently pursues such cure to completion), Lessee may terminate this Lease.

## STANDARDS

7. Lessee agrees to install, maintain, and operate its electronic equipment in accordance with any applicable statutes pertaining to the use of said electronic equipment. In the event Lessee's installation, operation or maintenance, in any way hinders, obstructs, or interferes with the radio or electronic equipment of the University, or any tenant at said site that was then-existing and operating on the date this Lease commenced, Lessee shall, at its sole cost and expenses, upon receipt of written notification, promptly cure the interfering installation, operation or maintenance.

## ELIMINATION OF INTERFERENCE

8. (a) If such hindrance, interference or obstruction cited in Paragraph 7 is not eliminated or does not fully cease within thirty (30) days after receipt by Lessee from University of written notification, University shall have the right to order cessation of Lessee's equipment as may be necessary to continuously eliminate said interference. In the event of Lessee's inability or refusal to eliminate such interference during the Option Period(s), University may at its option, immediately terminate this Lease during the Option Period(s) and evict Lessee.

(b) Any interference and compatibility testing required hereunder for radio interference with other equipment on the tower that is existing and operating on the Commencement Date of this Lease shall be at the sole cost of Lessee and shall be done by a qualified technical person representing Lessee and a representative designated by University. If the test is satisfactory to both the technical person and the University representative, a certification of such test signed by both the technical person and the University representative shall be forwarded to University at locations indicated in Paragraph 13. Any costs incurred by the University to conduct compatibility testing shall be reimbursed by Lessee to the University within thirty (30) days upon receipt of billing.

(c) Any interference of the University electronic equipment during an emergency incident will require immediate cessation of operation, transmission or further use of Lessee's equipment. Failure to do so immediately upon notification of such interference during the Option Period(s) will be grounds for immediate termination of lease and eviction of Lessee.

(d) University will not use, nor grant after the date of this Lease, a lease, license or any other right to any third party for the use of the tower or the surrounding

area within fifty feet (50') of the tower, if such use may in any way adversely affect or interfere with the quality of communications services being rendered by Lessee from the Premises. In the event any such interference is not eliminated within thirty (30) days of receipt of written notice from Lessee, Lessee may terminate this Lease.

COMPLIANCE TO  
STATUTES

9. (a) The installation and maintenance of the radio equipment of Lessee shall be performed in a neat and workmanlike manner and shall conform in all respects to the fire, safety and construction standards deemed applicable to such installation by the University in its commercially reasonable discretion. Lessee shall at all times comply with the statutes, laws, ordinances and regulations of any competent government authority which are applicable to the installation, operation and maintenance of such radio equipment.

(b) If any of Lessee's improvements or equipment is destroyed by acts of nature, Lessee may replace them with improvements and equipment of the same general type that meets or exceeds the technical specifications of the original equipment. The improvements shall occupy no more land area and the equipment shall consume no more electrical power than contained in the original specifications. Lessee shall immediately notify University of such items and the date the replacement is completed.

ASSIGNMENT AND  
SUBLETTING

10. Lessee shall not transfer nor assign this Lease, and shall not sublet, license, permit or suffer any use of the leased Premises or any part thereof, or lease space in any building constructed on said land, provide radio equipment for the use of others, or cause or permit any change of any equipment installed in such Premises, except upon making a written request to University for each such transaction and the obtaining of University's prior written consent thereto which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, upon written notice to University, Lessee may assign this Lease, without University's consent, (i) to any parent, subsidiary, or affiliate entity, (ii) to any successor in interest of all or substantially all of the assets, stock or business of Lessee to which this Lease pertains, (iii) to any other entity to which Lessee transfers ownership of, and/or management responsibility for, a majority of its antenna support towers in the market in which the facility is located, or (iv) to its financial lenders as collateral or (v) to any partnership or entity resulting from:

A person, association, partnership, corporation or joint-stock company, trust, or other business entity, however organized, is an affiliate of the person or entity which directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person. Control shall be defined as (i) ownership of 20% or more of the voting power of all classes of voting stock or (ii) ownership of 20% or more of the beneficial interests in income and capital of an entity other than a corporation. Lessee shall display on each piece of equipment the appropriate license from the federal regulation agency.

ACCESS TO  
PREMISES

11. The Lessee, its properly qualified and authorized agents, employees, contractors and servants, shall have the right of ingress and egress for access and utilities from said leased Premises seven days a week, twenty-four hours a day. If communication equipment of Lessee is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon express consent of University having first been obtained. University shall provide access to the Premises throughout the Initial Term and any Option Period of this Lease.

RIGHTS RESERVED  
BY UNIVERSITY

12. (a) University reserves the right to use University's Property in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to use for grazing purposes, to grant easements over, across, upon and under said real property, and the continuous right of ingress and egress from any portion or portions of University's Property in such manner as not to create any interference with the exercise of the rights granted to

Lessee or impairs the quality of the communications services being rendered by Lessee from the Premises.

(b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, assignments, encumbrances and claims of title which may affect University's Property and which exist on the date of this Lease. This Lease is subject to all existing easements and rights of way which exist on the date of this Lease. University hereby represents that University has no knowledge of any existing contracts, leases, licenses, easements, encumbrances, claims of title or rights of way which adversely affect the Premises. University further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easement so long as such easements do not adversely affect or interfere with or impair the quality of the communications services being rendered by Lessee from the Premises.

(c) No priority or other rights shall attach to the use of University's Property other than those specifically provided for in this Lease.

NOTICES

13. All notices herein provided to be given or which may be given, by any party to the other parties, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, return receipt requested, postage prepaid, and addressed to the other parties at their addresses set forth below. The addresses to which the notices shall be mailed as aforesaid may be changed by written notice given by subject party to the other parties; but nothing herein contained shall preclude the giving of any such notice by personal service.

University:

California State University, Stanislaus  
Director of Procurement Services  
One University Circle  
Turlock, CA 95382

With a copy to:

California State University, Stanislaus  
Associate Vice President for Information Technology  
One University Circle  
Turlock, CA 95382

Lessee:

City of Turlock  
Administrative Services  
156 South Broadway, Suite 230  
Turlock, CA 95380

HAZARDOUS  
WASTE

14. The following activities are prohibited on the Premises:

(a) Use or storage of any hazardous substance or hazardous chemical as those terms are used in CERCLA {42 USC 9601.(14)} or SARA {42 USC 110211(c)} or any applicable similar State law, or any pesticide, oil, petroleum product or fuel; except only materials packaged and purchased for consumer use in containers not to exceed one gallon or batteries used for backup power, or fuel in a vehicle fuel tank is not prohibited. Use of pesticides should be minimized, and will be supplied only by authorized personnel and in accordance with all applicable laws, regulations, and label instructions. Aerial application is prohibited.

(b) Accumulation, storage, treatment, or disposal of any waste material is prohibited; excepting only temporary storage not to exceed fourteen (14) days or non-hazardous solid refuse produced from activities on the Premises for pick up by municipal or licensed commercial refuse service, and lawful use of sanitary sewers (if any) for domestic sewage.

(c) Manufacturing; maintenance of equipment or vehicles; or use, installation or construction of vessels, tanks, (stationary or mobile), dikes, sumps, or ponds; or any activity for which a license or permit is required from any government agency for (1) transportation, storage, treatment, or disposal of any waste (excluding batteries for backup power), (2) discharge of any pollutant including but not limited to discharge to air, water, or a sewer system is prohibited.

15. (a) Any spill or release by Lessee on University's Property of a hazardous material to the air, soil, surface water, or groundwater will be immediately reported to the University as well as to appropriate government agencies, and shall be promptly and fully cleaned up and the Premises (including soils, surface water, and groundwater) restored to its condition existing immediately prior to such spill or release.

(b) Should Lessee desire to use pesticides on the area (either herbicides, rodenticides, or insecticides) all applicable Environmental Protection Agency (EPA) standards must be met and prior approval must be received from the University and not all EPA approved pesticides will be permitted. No dumping of hazardous wastes (petroleum) by Lessee on the University's Property shall be permitted. Lessee will fill out form FG-330 and submit it to the area manager at least seven (7) days prior to application of pesticides. University reserves the right to disapprove the use of any pesticide that is not in compliance with applicable laws. Lessee shall obtain all applicable county, state or federal permits required, including restricted pesticide use and burning permits and comply with all conditions of those permits. Lessee shall submit to the area manager a copy of all applicable permits at the following address: Environmental Health & Safety Officer, California State University, Stanislaus, One University Circle, Turlock, California 95382.

PROHIBITED USE

16. Lessee shall not commit, or knowingly suffer, or permit any waste on the leased Premises or any acts to be done thereon in violation of any applicable laws or ordinances in connection with Lessee's use of the Premises, and shall not knowingly use or permit the use of the leased Premises for any illegal purposes.

SECURED AREA

17. Since the Premises are situated on the grounds of California State University, Stanislaus, Lessee will comply with all written non-discriminatory rules and regulations adopted by said institution. Said rules prohibit but are not limited to, the possession or use of firearms, liquor, or illegal drugs. Any willful violation of said rules and regulations or of the terms of this Lease if such violation is not cured within the applicable grace or cure period after Lessee's receipt of written notice thereof will be grounds for immediate termination of this Lease and eviction of Lessee after thirty (30) days prior written notice.

HOLD-OVER

18. (a) Should Lessee hold over after the expiration of the Initial term or any Option Periods of this Lease with the consent of University, expressed or implied, said tenancy shall be deemed to be a tenancy only from month-to-month subject to a rent increase of 5% from the rate specified in Paragraph 4, and payable on a monthly basis in advance, subject otherwise to all the terms and conditions of this Lease insofar as applicable.

(b) University offers and Lessee accepts no assurance that the leased Premises or any other comparable space or facilities at the site described herein will be made available to Lessee beyond the term stated above.

FIRE AND CASUALTY

19. University will not keep improvements which are constructed or installed by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will



shall keep the same in good order and condition at its own expense, provided, however, University shall maintain and repair the entire tower at its sole cost in compliance with all applicable law, rules, regulations and ordinances. Any installation or relocation of new or existing antennas, microwave dishes or other equipment owned by the University and the repair and maintenance thereof shall be at the University's sole cost. Any installation or relocation of new or existing antennas, microwave dishes or other equipment owned by the Lessee and the repair and maintenance thereof shall be at the Lessee's sole cost.

ACCESS ROAD

23. University hereby grants to Lessee a nonexclusive right to use, during the Initial Term and any Option Period of this Lease, the access road, which serves the Premises. Said right shall be subject to provisions of Paragraph 11 hereof, and to the following conditions and terms:

(a) Lessee shall exercise said right through its authorized agents, employees, contractors, or servants whenever it is necessary for them to have access to Lessee's facilities, now or hereafter located on said Premises.

(b) Lessee shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Lessee shall, at its expense, promptly repair any abnormal or excessive road damage caused by its use during the term of this Lease, including such road surface protective features as water drains, berms, or culverts.

(c) In the event locked gates are placed in fences now or hereafter crossing said road, Lessee shall provide locks in such a manner that the gates may be used without disturbing the locks of others.

VACATING THE PREMISES

24. Lessee shall within sixty (60) days after the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield to University, all and singular, the leased Premises in good order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted. Upon termination, a qualified University representative shall inspect the Premises to determine that the Premises were left in accordance to the terms specified in this paragraph. In the event damage has occurred, Lessee shall assume liability for the cost to restore the leased Premises to the conditions specified herein. Should the Lessee fail to remove the personal property and fixtures subject to this Lease, the University may perform this work or have it done, and the Lessee shall assume liability for the reasonable cost of this removal and restoration of the site.

INDEMNIFICATION OF UNIVERSITY

25. Lessee does hereby agree to indemnify and save harmless the State of California, the California State University, the Trustees of the California State University, the Chancellor, California State University, the President, California State University, Stanislaus and their Auxiliaries, employees, officers, directors, volunteers and agents of each of them (collectively, the "CSU") from any and all loss, damage, or liability which shall be caused by or may arise from the exercise by Lessee of any of the rights herein granted, and from all claims, demands, and causes of action that may be brought against the CSU, its successors, or assigns, caused by or arising out of, or in any way connected with the exercise by Lessee of any of the rights herein granted except to the extent caused by the negligence or intentional conduct of University.

TAXES

26. The Lessee agrees to pay all lawful taxes, assessments or charges which at any time may be levied by any public entity upon any interest in this Lease or any possessory right which Lessee may have in or to the leased Premises or the improvements thereon by reason of Lessee's use or occupancy thereof during the term of this Lease as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by Lessee in or about said Premises. It is further understood that this Lease may create a possessory interest subject to property taxation and Lessee may be subject to the payment of property taxes levied on such interest.

DISCRIMINATION

27. Lessee will not discriminate against any employee or applicant for employment because of race, religion, ancestry, sex, age, national origin, or physical handicap.

INSURANCE

28. (a) Lessee shall procure and maintain for the duration of the contract 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 the Lessee, its agents, representatives, employees or subcontractors. A certificate of insurance (COI) and an additional insured endorsement must be provided with the following coverage limits:

(b) Lessee shall maintain comprehensive or commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

(c) Lessee shall maintain automobile liability insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(d) Lessee shall maintain Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

(e) Should the project involve hazardous materials, i.e., lead, fuel storage tanks, PCBs, asbestos, etc., the Lessee or sub-lessee, as appropriate, shall provide \$10,000,000 hazardous materials or pollution liability insurance.

(f) Lessee shall not commence performance of any work under this Lease until the University is provided with original certificates and amendatory endorsements effecting coverage required by this clause.

(g) The required insurance must be in effect prior to the execution of this Lease and it or a successor policy must be in effect for the duration of the project. Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the University as a material breach of contract and subject the contract to termination.

(h) Lessee shall disclose deductibles or self-insured retentions (SIRs) for approval by the University.

(i) The general liability and automobile liability policies shall be endorsed to provide:

**That the California State University, Stanislaus, its trustees, employees, officers, and volunteers are covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and with respect to liability arising out of work or operations performed by or on behalf of the Lessee including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Lessee's insurance, or as a separate owner's policy. If the project involves subcontractors, the subcontractors must be endorsed as insureds under the Lessee's policy.**

**That for any claims related to this project, the Lessee's insurance coverage shall be primary as respects to California State University,**

Stanislaus, its trustees, officers, employees, and volunteers. The University's insurance or self-insurance shall be excess of the Lessee's insurance and shall not contribute to it.

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

(k) If Lessee is self-insured, Lessee shall provide University with written acknowledgment of this fact at the time of the execution of this Lease. Lessee shall annually thereafter, on the anniversary of the date of execution of this Lease, provide University with a written acknowledgment of the continuation of its self-insured status. If, at any time after the execution of this Lease, Lessee abandons its self-insured status, Lessee shall immediately notify University of this fact.

ESSENCE OF TIME 29. Time is of the essence of each and all of the provisions, covenants and conditions of this Lease.

AGREEMENT 30. (a) This lease may not be amended, changed, modified, or altered without the prior written consent of the parties hereto.

(b) This Lease, including attached exhibits, incorporates all agreements and understandings between University and Lessee, and no verbal agreements or understandings shall be binding upon either University or Lessee, and any addition, variation, or modification to this Lease shall be ineffective unless made in writing and signed by the parties.

WAIVER 31. The waiver by any party of a breach by the other party of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

NON-LIABILITY OF THE TRUSTEES 32. Any obligation of the Trustees created by or arising out of this Lease shall not impose a debt or pecuniary liability upon the Trustees or the State of California or a charge upon the general credit or taxing powers thereof but shall be payable solely out of funds duly authorized and appropriated by the State of California.

The delivery of this Lease shall not, directly or indirectly or contingently, obligate the Trustees or the State of California to levy any form of taxation therefore or to make any appropriation. Nothing herein or in the proceedings of the Trustees shall be construed to authorize the Trustees to create a debt of the Trustees or the State of California, within the meaning of any constitutional or statutory provision of the State of California. No breach of any pledge, obligation or agreement made or incurred in connection herewith may impose any pecuniary liability upon, or any charge upon the general credit of the Trustees or the State of California.

LAW GOVERNING 33. The terms and conditions of this Lease and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of California.

RELATIONSHIP OF PARTIES 34. The Lessee and the agents and employees of the Lessee in the performance of this Lease shall act in an independent capacity and not as officers or employees or agents of the Trustees. The employees of the Trustees who participate in the performance of this Lease are not agents of the Lessee.

SUCCESSORS AND  
ASSIGNS

35. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION  
HEADINGS

36. All articles, paragraph and section headings, titles or captions contained in this Lease are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

PARTIAL  
INVALIDITY

37. If any one or more of the terms, provisions, covenants or conditions of this Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants or conditions of this Lease shall be affected thereby, and each provisions of this Lease shall be valid and enforceable to the fullest extent permitted by law.

EXECUTION

38. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may separately be executed by the Lessee and the Trustees, all with the same force and effect as though the same counterpart had been executed by both its Lessee and the Trustees.

TERMINATION

39. This Lease may be terminated without further liability on thirty (30) days prior written notice by Lessee: (i) if it does not obtain licenses, permits or other approvals necessary to the construction or operation of Lessee’s equipment (“Permits”), is unable to obtain such Permits without conditions which are not standard or typical for premises where wireless communications facilities are located or is unable to maintain such licenses, permits or approvals despite reasonable efforts to do so; (ii) if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of frequencies; or (iii) if Lessee determines that the Premises are not appropriate for its operations for technological reasons, including, without limitation, signal strength or interference.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto.

UNIVERSITY:

Board of Trustees of the California State University, which is the State of California acting in its higher education capacity

By: California State University, Stanislaus

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

DATE: \_\_\_\_\_

LESSEE:

City of Turlock, California

By \_\_\_\_\_

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

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

Tax I.D. # \_\_\_\_\_

DATE: \_\_\_\_\_

EXHIBIT "A"

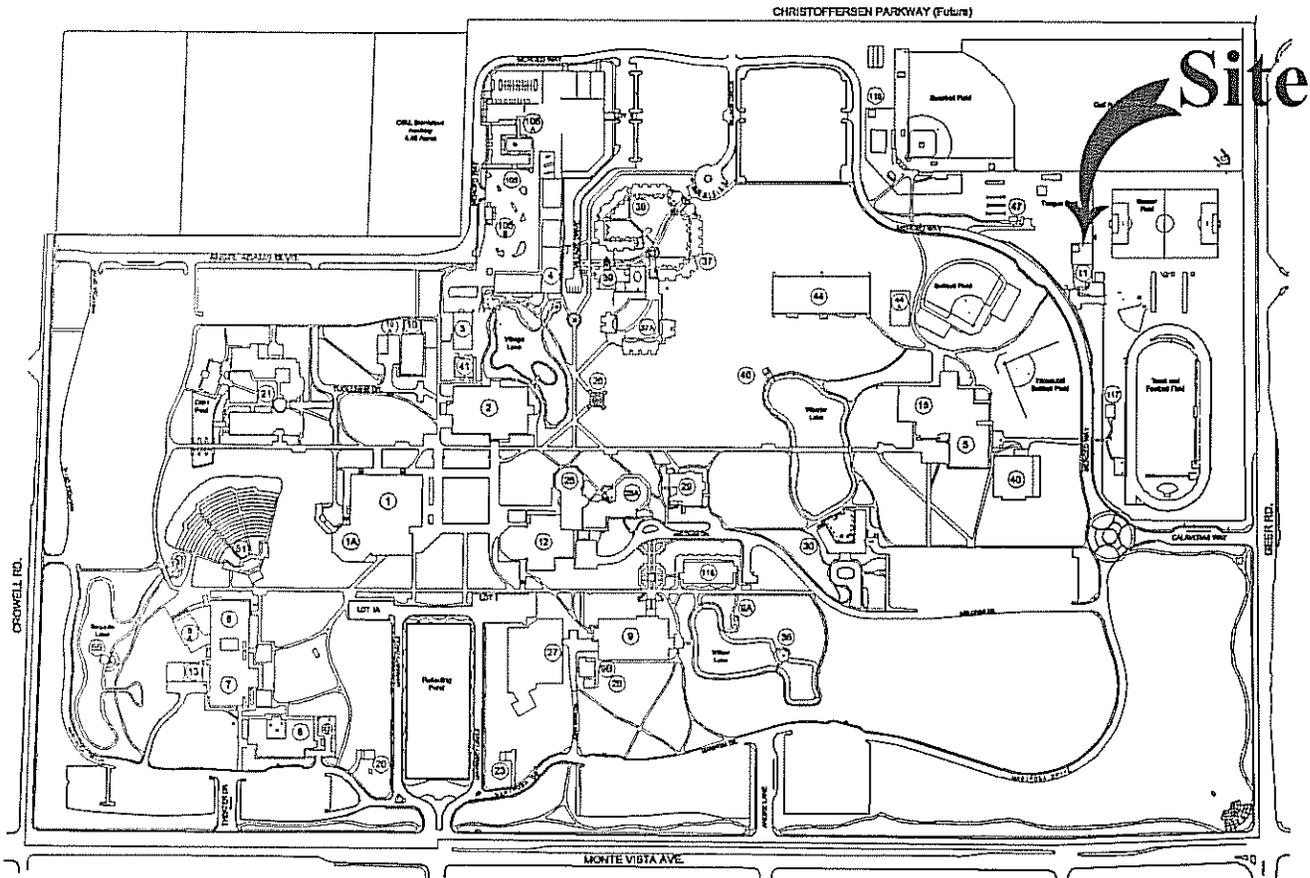
LEGAL DESCRIPTION OF UNIVERSITY'S PROPERTY

The land is situated in the State of California, County of Stanislaus, in the City of Turlock and described as follows:

Lots 17 thru 32 of the third addition to the Geer Colony, as shown on Map recorded on March 19, 1907, in Volume 2 of Maps, at page 48, in the Office of the Recorder of Stanislaus County.

A.P.N. 071-05-05-920

More Specifically described as: A parcel of land in the City of Turlock, County of Stanislaus, State of California, said parcel being a portion of the lands of California State University, Stanislaus, and being a portion of the lands shown on that certain Record of Survey filed September 13, 1972 in Book 13 of Surveys at Page 3, in the Official Records of said county. The specific site referred to herein as the Premises, is shown in Exhibit B, and consists of nn Sq. Ft. more or less. No other land or easement for any use or purpose shall be considered part of this Lease.



**EXHIBIT "B"**

**DESCRIPTION OF THE PREMISES**

THAT PORTION OF LOT 24, THIRD ADDITION TO THE GEER COLONY, IN THE CITY OF TURLOCK, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, AS PER MAP FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY ON MARCH 19, 1907, IN VOLUME 2 OF MAPS, AT PAGE 48, DESCRIBED AS FOLLOWS:

TO BE COMPLETED



## Council Synopsis

54

March 26, 2013

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

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

### 2. DISCUSSION OF ISSUE:

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

### 3. BASIS FOR RECOMMENDATION:

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

**Strategic Plan Initiative:** B. FISCAL RESPONSIBILITY

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

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact:** Increases to account numbers as attached in Exhibit A.

Total amount donated \$382.04

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

Recommend Approval

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. The Council may choose not to accept this funding. Staff does not recommend this alternative, as these donations were solicited from the community to support programs, scholarships and recreational activities.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }  
DONATIONS RECEIVED FROM JANUARY }  
THROUGH MARCH OF FISCAL YEAR }  
2012/13 TO BE DEPOSITED AS PER }  
EXHIBIT A FOR A VARIETY OF PARKS, }  
RECREATION & PUBLIC FACILITIES, }  
DIVISION PROGRAMS, SCHOLARSHIPS, }  
AND ACTIVITIES }  
\_\_\_\_\_ }

RESOLUTION NO. 2013-

**WHEREAS**, the Parks, Recreation & Public Facilities Division receives donations from the community to support a variety of programs, scholarships and activities; and

**WHEREAS**, through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals in creating community by supporting a variety of recreation, sports, and art activities; and

**WHEREAS**, monies received through donations assist in leveraging City resources.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby accept the donations received from January through March of Fiscal Year 2012/13, as indicated on the attached Exhibit A to be used for a variety of programs and activities.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of March, 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

RECREATION PROGRAM DONATIONS & IN KIND CONTRIBUTIONS							
Date	Donor	Address	City	State	Zip Code	Account Number	Amount
11/17/2012	Robert Johnson	635 Palacia Ct	Turlock	CA	95380	110-61-624-053.36720	\$ 25.00
1/30/2012	Save Mart Shares program	P O Box 4664	Modesto	CA	95352	270-61-635-399.37200_000	\$ 357.04

In Kind	Donation Total	\$	382.04
	In Kind Total	\$	-
	<b>Grand Total</b>	<b>\$</b>	<b>382.04</b>

Taken to City Council 3/26/2013 for acceptance.



## Council Synopsis

5H

March 26, 2013

From: Allison Van Guilder, Parks, Recreation & Public Facilities,  
Division Manager

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities  
Superintendent

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Accepting the donation of the Brandon Koch Memorial Skate Park sign donated by Judith Suliman

### 2. DISCUSSION OF ISSUE:

On August 14, 2012 council approved the Parks, Recreation and Community Programs Commission's recommendation to change the name of the Turlock Skate Park to the Brandon Koch Memorial Skate Park. Ms. Judith Suliman representing the Brandon Koch Memorial Committee has raised the money to purchase and install a new sign (see exhibit A) for the park. If approved by council Ms. Suliman would like the new sign installed prior to April 14, 2013 to memorialize Mr. Koch's passing. The new sign is a solid piece of granite standing 33" high is 48" wide and 36" deep.

### 3. BASIS FOR RECOMMENDATION:

A. On August 14, 2012 council approved the Parks, Recreation and Community Programs Commission's recommendation to change the name of the Turlock Skate Park to the Brandon Koch Memorial Skate Park.

B. Ms. Judith Suliman representing the Brandon Koch Memorial Committee has raised the money to purchase and install a new sign for the park.

**Strategic Plan Initiative** N/A

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

#### Fiscal Impact

All fees associated with the renaming of the facility were raised through donations.

**Budget Amendment**

N/A

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

Recommend approval.

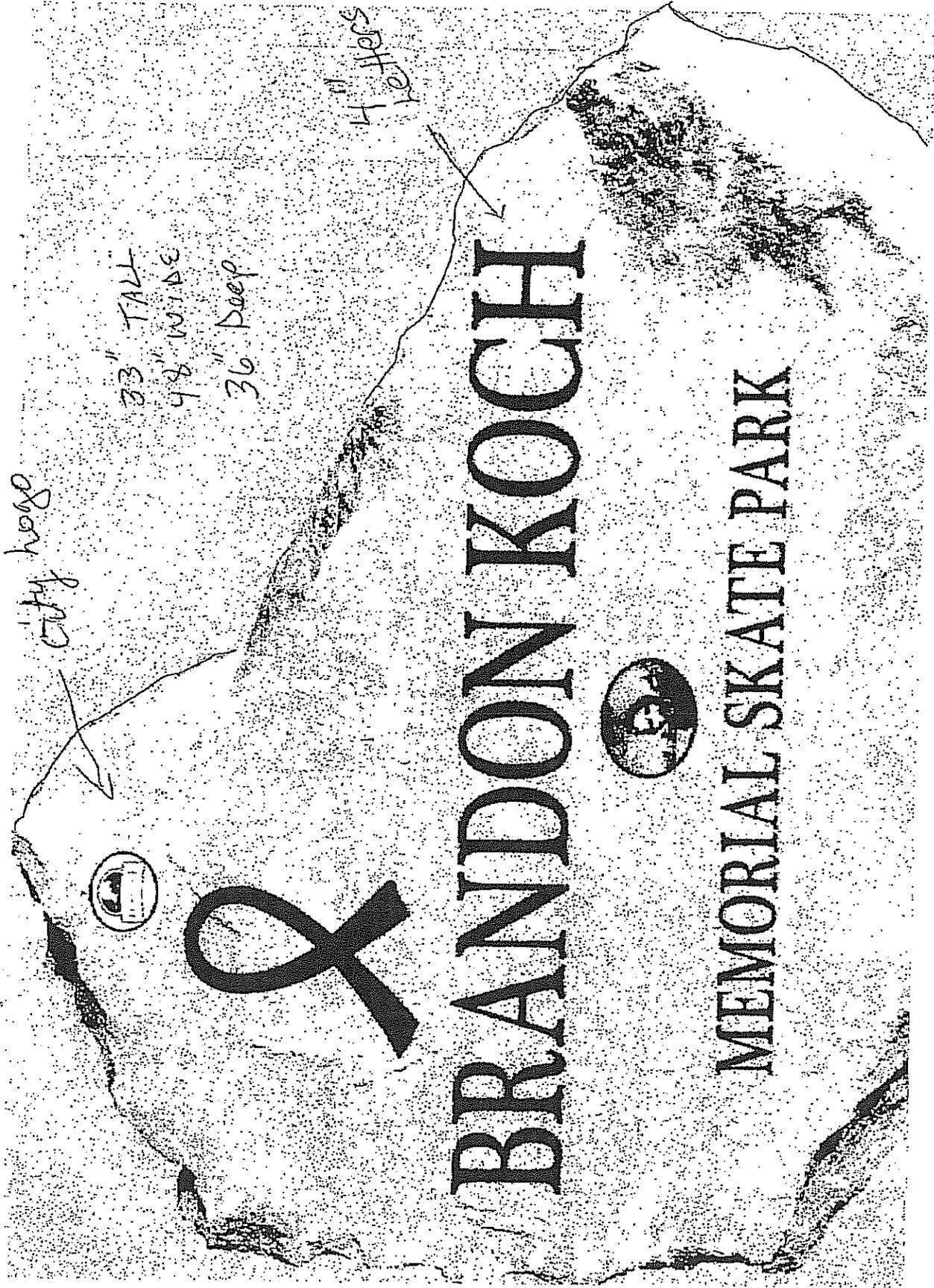
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Council could reject the donation for the new Skate Park sign requiring Ms. Suliman to develop a new design.

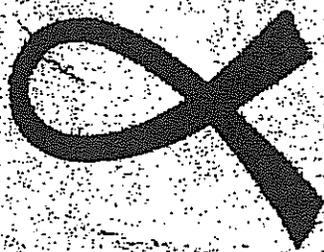
Exhibit A



city logo

33" TALL  
48" WIDE  
36" Deep

4" Holes



BRANDDON KOCH



MEMORIAL SKATE PARK

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE }  
DONATION OF THE BRANDON KOCH }  
MEMORIAL SKATE PARK SIGN DONATED }  
BY JUDITH SULIMAN }  
\_\_\_\_\_ }

RESOLUTION NO. 2013-

**WHEREAS**, On August 14, 2012 council approved the Parks, Recreation and Community Programs Commission's recommendation to change the name of the Turlock Skate Park to the Brandon Koch Memorial Skate Park; and

**WHEREAS**, Ms. Judith Suliman representing the Brandon Koch Memorial Committee has raised the money to purchase and install a new sign for the park; and

**WHEREAS**, If approved by council Ms. Suliman would like the new sign installed prior to April 14, 2013 to memorialize Mr. Koch's passing; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby accept the donation of the Brandon Koch Memorial Skate Park sign.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of March, 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

51  
March 26, 2013

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Accepting monetary donations in the amount of \$609.88 from various donors and assorted animal related products valued at \$3,902.98 in support of the City's Animal Control Services for the second quarter of Fiscal Year 2012/13

### 2. DISCUSSION OF ISSUE:

Staff received donations from the community during the second quarter of fiscal year 2012-13 to support the Animal Services Unit. As a result, a total of \$609.88 was donated by various persons and businesses in monetary form. Additionally, assorted animal related products valued at \$3,902.98 were donated for use by the Animal Services Unit.

### 3. BASIS FOR RECOMMENDATION:

Staff is recommending the monetary donations and animal related products be appropriated for use in support of the City's Animal Services Unit.

**Strategic Plan Initiative:** H. POLICY INITIATIVE – COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE.

**Goal(s):** b. (iv) Community Programs

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:**

Increase to donation account #266-20-255-348.37200\_\_000

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Do not accept the donations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }  
MONETARY DONATIONS IN THE }  
AMOUNT OF \$609.88 FROM VARIOUS }  
DONORS AND ASSORTED ANIMAL }  
RELATED PRODUCTS VALUED AT }  
\$3,902.98 IN SUPPORT OF THE CITY'S }  
ANIMAL CONTROL SERVICES FOR THE }  
SECOND QUARTER OF FISCAL YEAR }  
2012/13 }  
\_\_\_\_\_ }

RESOLUTION NO. 2013-

**WHEREAS**, staff received donations from various donors in the community during the second quarter of fiscal year 2012-13 (EXHIBIT A); and

**WHEREAS**, these donations will be used to support the future needs of the City's Animal Services Unit.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does accept monetary donations in the amount of \$609.88 from various donors and assorted animal related products valued at \$3,902.98 in support of the City's Animal Control Services for the second quarter of Fiscal Year 2012/13.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of March 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

## LIST OF DONORS BY MONTH

### October 2012

	<u>Cash</u>	<u>Food</u>	<u>Supplies</u>	<u>Total</u>
Wilma Seltzer		60.00		60.00
Costco		1,146.00		1,146.00
Misc Walk In Donations	81.88			81.88
Subtotal				<u>\$ 1,287.88</u>

### November 2012

	<u>Cash</u>	<u>Food</u>	<u>Supplies</u>	<u>Total</u>
Wilma Seltzer		60.00		60.00
Josephine Whitmore		8.10		8.10
Costco		960.00		960.00
Misc Walk In Donations	33.00			33.00
Spay/Neuter Cash Donations	260.00			260.00
Subtotal				<u>\$ 1,321.10</u>

### December 2012

	<u>Cash</u>	<u>Food</u>	<u>Supplies</u>	<u>Total</u>
Wilma Seltzer		120.00		120.00
Clark Hulbert		10.50		10.50
Leandra Perales		30.00		30.00
Celena Desaire		10.50		10.50
Hope Rescue		192.00		192.00
Costco		636.00		636.00
Misc Walk In Donations	35.00			35.00
Spay/Neuter Cash Donations	200.00			200.00
Anonymous Donations		60.00		60.00
Subtotal				<u>\$ 1,294.00</u>

	<u>Cash</u>	<u>Food and Supplies</u>
Total Animal Control Donations Second Quarter - 2012/13	\$ 609.88	\$ 3,902.98



## Council Synopsis

55  
March 26, 2013

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From: Diana Lewis, Technical Services Manager

Prepared by: Audrey Cray, Payroll Coordinator

Agendized by: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Motion: Approving a revised contract with Charter Business Internet, reducing the monthly price from \$1,000 to \$399, and approving a new contract with Utility Telephone Company for Internet back up in the amount of \$588.25 per month

**2. DISCUSSION OF ISSUE:**

Information Technology recommends the approval of this agreement because it will allow for a backup internet service in the event that Charter Business Internet fails or is down for any period of time. Having both Internet companies will ensure that all City business can be conducted without the reliance on one internet source without any impact to the City budget.

**3. BASIS FOR RECOMMENDATION:**

All service agreements require the review and approval by the Council. This amended agreement with Charter Business and new agreement with Utility Telephone is necessary to allow City staff to continue their work without any interruption of internet capabilities.

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

**Fiscal Impact: \$12,000**

Currently budgeted in account 501-10-130.45007 "Internet Access"

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Deny approval of new agreement and we will not have a backup internet source.  
IT Staff does not recommend this alternative.



201302212551804

**BUSINESS INTERNET ACCESS, VIDEO AND MUSIC SERVICE AGREEMENT**

This Service Agreement ("Agreement") is made on February 21, 2013 ("Effective Date") by and between Marcus Cable Associates, L.L.C. , ("Charter Business" or "Charter") with local offices at 4781 Irwindale Ave., Irwindale, CA 91706, and City of Turlock, ("Customer") with offices located at 156 S Broadway Suite 112, Turlock, CA 95380.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below, which shall be incorporated in this Agreement upon execution. This Agreement will be effective after presentation by Charter to and signature by Customer.

**SERVICE ORDER**

**Under the Business Internet, Video and Music Service Agreement**

**CUSTOMER INFORMATION:**

Account Name: City of Turlock  
Invoicing Address: 156 S Broadway #112, Turlock, CA 95380  
Invoicing Special Instructions: \_\_\_\_\_

**1. SITE-SPECIFIC INFORMATION:**

New  Renew  Change:    Order Type: Renewal: Upgrade  
Service Location (Address): 2014 Independence, Turlock, CA 95382  
Service Location Name (for purposes of identification): *Soho4* \_\_\_\_\_  
Service Location Special Instructions: \_\_\_\_\_  
 Non-Hospitality or Non-Video

**2. SITE-SPECIFIC INFORMATION:**

New  Renew  Change:    Order Type: Renewal: Upgrade  
Service Location (Address): 1411 Shady Ln, Turlock, CA 98382  
Service Location Name (for purposes of identification): *City of Turlock* \_\_\_\_\_  
Service Location Special Instructions: \_\_\_\_\_  
 Non-Hospitality or Non-Video

*OK for Agenda*  
*pm*

3. **SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: Renewal: Upgrade

Service Location (Address): 3553 Whistler Ct., Turlock, CA 95382

Service Location Name (for purposes of identification): Soho8 \_\_\_\_\_

Service Location Special Instructions: \_\_\_\_\_

Non-Hospitality or Non-Video

4. **SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: Renewal: Upgrade

Service Location (Address): 1988 Shadow Park, Turlock, CA 95380

Service Location Name (for purposes of identification): Soho9 \_\_\_\_\_

Service Location Special Instructions: \_\_\_\_\_

Non-Hospitality or Non-Video

5. **SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: Renewal: Upgrade

Service Location (Address): 20453 3<sup>rd</sup> St., Hilmar, CA 95324

Service Location Name (for purposes of identification): Soho1 \_\_\_\_\_

Service Location Special Instructions: \_\_\_\_\_

Non-Hospitality or Non-Video

6. **SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: Renewal: Upgrade

Service Location (Address): 4193 Tahama Lane, Turlock, CA 95382

Service Location Name (for purposes of identification): Soho6 \_\_\_\_\_

Service Location Special Instructions: \_\_\_\_\_

Non-Hospitality or Non-Video

7. **SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: Renewal: Upgrade

Service Location (Address): 19535 Sanford Dr., Hilmar, CA 95324

Service Location Name (for purposes of identification): Soho3 \_\_\_\_\_

Service Location Special Instructions: \_\_\_\_\_

Non-Hospitality or Non-Video

8. **SITE-SPECIFIC INFORMATION:**

New  Renew  Change: Order Type: Renewal: Upgrade

Service Location (Address): 19834 Julie Ann Dr., Hilmar, CA 95324

Service Location Name (for purposes of identification): Soho7 \_\_\_\_\_

Service Location Special Instructions: \_\_\_\_\_

Non-Hospitality or Non-Video

**Customer Contact Information.** To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Carlo Grossman	Carlo Grossman
Phone		(209) 668-5342	(209) 668-5342
Fax			
Cell			
Email Address		<a href="mailto:CGrossman@turlock.ca.us">CGrossman@turlock.ca.us</a>	<a href="mailto:CGrossman@turlock.ca.us">CGrossman@turlock.ca.us</a>

MONTHLY SERVICE FEES:	
<b>Data Services:</b>	
<i>Charter Business Bundle: No Bundle *</i>	
<u>Base Service</u>	
MEF Service Types (if applicable): _____	
Speed:	Bl: Essentials30 (30M Down / 4M Up); (Down/Up) @ \$55.00 per Site – 8 Sites \$440.00
CPE:	_____

\* If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.

ONE - TIME CHARGES :	
One-Time Standard Installation Fee:	\$0.00
<b>ONE - TIME CHARGES \$0.00</b>	

**2. TOTAL FEES.**

Total Monthly Service Fees of \$440.00 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 24 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
5. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

**NOW THEREFORE**, Charter and Customer agree to the terms and conditions of this Agreement, including the Standard Terms of Service which are posted to the Charter website, www.charter-business.com, which Customer acknowledges and agrees that Customer has read. Customer's continuous use of the Service(s) after the implementation of any change(s) to the Commercial Terms of Service, which may change from time to time, shall reflect Customer's agreement thereto. Customer shall have the right to terminate this Service Order in the event Customer objects to any material change to the Standard Terms of Service that adversely affects Customer's rights under this Agreement by providing Charter with written notice within sixty (60) days of such change and provided that Customer pays any unpaid or previously by waived one-time charges. **Customer Initials:** \_\_\_\_\_.

Customer accepts and executes this Agreement by its duly authorized representative, and Customer understands that such signature on Customer's behalf on this unilateral contract shall bind Customer and Charter to the terms hereof and that signature by an authorized representative of Charter is not necessary to effect the agreement of the parties hereto provided that this Agreement has been completely filled out by Charter prior to presentation to Customer.

**City of Turlock**

Signature: \_\_\_\_\_

Printed Name: Ray W. Warden

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

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

**Charter Business Account Executive:**

Name: John Murphy

Telephone: 408-846-3774





# Voice and Internet Service Agreement



Account Number 0	Customer Name City of Turlock	Sales Executive 0
---------------------	----------------------------------	----------------------

Customer Vendors  Use Utility Telecom for Phone Vending  Use Utility Telecom for Data Vending  Use Utility Telecom for Wiring

Data Vendor Company	Data Vendor Contact Name	Data Vendor Phone	Data Vendor Email Address
Voice Vendor Company	Voice Vendor Contact Name	Voice Vendor Phone	Voice Vendor Email Address

*Important: Use of the Utility Telecom technicians for inside wiring, voice or data vending work will result in additional hourly labor charges*

## Financial Information

<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Federal Tax ID / Soc Sec #	State Corp #
Billing Contact Name	Telephone #	<input type="checkbox"/> Electronic Billing <input type="checkbox"/> Paper Billing
<input type="checkbox"/> Utility Telephone Corporate/Child Account	Billing Email Address	
<input type="checkbox"/> Parent Account Number		

Billing Address  Same as Service Address  Service Location Move  Alternate Billing Address

Street Address	City, State, Zip
----------------	------------------

## Order Notes

# Voice and Internet Service Agreement



<b>Account Number</b> 0	<b>Customer Name</b> City of Turlock	<b>Sales Executive</b> Brian McDermott
----------------------------	---	---

Pursuant to this agreement ("Agreement"), entered into between Utility Telephone, Inc. ("Utility") and the customer identified on this agreement ("Customer") (each of Utility and Customer a "party"), Utility agrees to provide and Customer agrees to purchase the services and/or equipment ("Service" and/or "Leased Equipment") described on the reverse side hereof or in addenda attached hereto ("each a Service Description"), at the prices and on the terms and conditions stated in such Service Description and below, and as provided in relevant tariffs. Addenda executed from time to time shall become part of this Agreement by reference hereto. Each Service Description may describe (i) the requested service commencement date ("Requested Service Date"), (ii) the agreed duration of Customer's purchase ("Term"), (iii) the recurring charge ("Service Charge), non-recurring charge and any other charges, and (iv) other pertinent information. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.

1. **INITIATION AND TERM OF SERVICE:** With respect to each Service Description, the Term shall begin on the later of the Requested Service Date or the day following the date on which Utility notifies Customer that the Service is ready for use ("Service Commencement Date") and shall continue for the applicable Term. At the expiration of the Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis, until canceled by either party on 30 days notice; provided, however, that the Service Charge during such period shall be the then current monthly rate provided by tariff or Utility's standard price list. Customer shall be responsible for obtaining and maintaining rights-of-way and facilities required for access from Utility's network to Customer's premises, as well as necessary space and other facilities for Utility and Customer equipment.
2. **PAYMENT:** Except as otherwise required by tariff, Customer agrees to pay Utility monthly throughout the Term, on the Service Commencement Date and on the first of each month (or other) billing period thereafter, a Service Charge at the rate stated as "Recurring" charge for each Service Description. The first Service Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. The non-recurring charges and other charges are payable with the first Service Charge. Except as otherwise agreed, Utility shall submit a monthly invoice to Customer; and payment of all charges shall be due at the address shown on the invoice no later than 30 days after the invoice date ("Due Date"). Any amounts not paid within fifteen (15) days after the Due Date ("Delinquent Charges") will be subject to a late charge of 1.5% per month or the maximum lawful rate, whichever is lower ("Late Charge"). Any applicable surcharge, federal, state, local use, excise or sales tax or similar levy, chargeable to or against Utility because of the Service provided to Customer, shall be charged to and paid by Customer in addition to the Service Charge and other charges under this Agreement. Customer agrees to pay all costs, including reasonable attorney's fees, expended in collecting Delinquent Charges.
3. **SUSPENSION OR TERMINATION OF SERVICE:** Utility may suspend or terminate service (i) if Customer fails to pay all Delinquent Charges within 7 days after written notice of termination or (ii) if Customer fails, within 30 days after written notice, to comply with this Agreement or any applicable tariff.
4. **INTERRUPTION OF SERVICE; CREDIT:** Utility will not provide a credit allowance for interruption of service caused by the Customer's facilities, equipment, or systems. Utility will allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.
5. **LIMITATION OF LIABILITY; LIMITATION OF WARRANTY:** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL UTILITY BE LIABLE FOR ANY DAMAGES, EITHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL OR PUNITIVE, OR ANY LOST PROFITS OF ANY KIND, ARISING OUT OF MISTAKES, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, DELAYS, OR DEFECTS IN TRANSMISSION, (INCLUDING THOSE WHICH MAY BE REQUIRED FOR COMPLIANCE WITH RULES OR ORDERS OF REGULATORY OR JUDICIAL AUTHORITIES), ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE OBLIGATIONS OF UTILITY HEREUNDER. CUSTOMER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OF UTILITY'S PERFORMANCE HEREUNDER SHALL BE CREDIT FOR SERVICE INTERRUPTION AS PROVIDED IN SECTION 4, ABOVE, OR APPLICABLE TARIFF. UTILITY MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF ANY SERVICE, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.
6. **CANCELLATION:** (A) If a Service Commencement Date does not occur within 90 days after the Requested Service Date, Customer may cancel this Agreement with respect to such Service without liability for any cancellation charge, by 30 days written notice to Utility. (B) Except as permitted in subsection (A), if Customer cancels any Service, or if Utility terminates any Service pursuant to Section 3 above, then Customer shall pay Utility a cancellation charge in the amount of 75% of the remaining Service Charge payable during the remainder of the Term. (C) Either party may cancel this Agreement without liability if Utility is prohibited from furnishing Service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency or other tribunal of competent jurisdiction.
7. **NON-TARIFFED SERVICES AND EQUIPMENT:** The provision by Utility and the purchase or lease by Customer of non-tariffed services and/or equipment in connection with this Agreement shall be subject to the terms and conditions of this Agreement except as superseded by the terms and conditions of any pertinent addenda attached hereto.
8. **FORCE MAJEURE:** If Utility's performance hereunder is impaired by any cause beyond Utility's reasonable control, including without limitation acts of God, fire, explosion, materially adverse weather condition, inability to obtain needed utilities or services, accidents, breakdown of equipment, machinery or facilities, radiation, compliance with applicable law or regulation, public emergency, civil strife, war or strike ("Force Majeure Condition"), then such performance shall be excused to the extent of such impairment. Utility shall resume performance with reasonable dispatch after cessation of the Force Majeure Condition. If Utility's performance is impaired by a force Majeure Condition for a period exceeding sixty-days (60), Customer may cancel the affected Service without liability for a cancellation charge.
9. **ADDITIONAL PROVISIONS:**
  - (A) **Non-Waiver.** The failure of either party to give notice of default or to enforce or insist upon compliance of any of the terms or conditions of this Agreement shall not constitute a waiver of any term or condition hereof; and the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute a waiver or extension of time with respect to any other matter, including future application of the same provision.
  - (B) **Disputes – Arbitration.** Except for disputes regarding Customer's failure to pay for Service as provided in this Agreement, if any dispute cannot be resolved by negotiation between the two parties, either party may by notice require that the dispute be submitted to binding arbitration by a single arbitrator, at a location reasonably selected by the party giving such notice, under the Commercial Arbitration Rules of the American Arbitration Association.
  - (C) **Entire Agreement.** This Agreement, including Addenda and matters incorporated herein by reference, contains the entire understanding of the parties, and supersedes any prior quotations, proposals, arrangements, or understandings relating to the subject matter hereof. No subsequent agreement between the parties concerning Service shall be effective unless contained in a writing signed by both parties.
  - (D) **Assignment.** Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Utility, which shall not be reasonably withheld.
  - (E) **Notices.** Required or permitted notices shall be in writing and delivered by registered or certified mail return receipt requested, postage prepaid, if to Customer, to a person identified as a "Service Contact" and if to Utility, to Contract Administrator, Utility Telephone, Inc., 1121 Waterloo Road, Stockton, California, 95205, or as otherwise provided by proper notice hereunder, and the effective date of any notice under this Agreement shall be the date of receipt or refusal of delivery.
  - (F) **Regulatory Jurisdiction.** Provision by Utility of Service and other matters related to this Agreement are subject to applicable federal, state and local regulatory authority.
  - (G) **Severability.** Each Service described in a Service Description is deemed a separate Service; and termination of any Service shall not affect any other Services.
  - (H) **Partial Invalidation.** If any provision of this Agreement shall be held invalid or unenforceable under applicable law, the remainder shall not thereby be affected and shall be given full effect.
  - (I) **Confidentiality.** Except with consent of the other party or as required by law or court order, neither party will disclose the existence of this Agreement or any information regarding its terms or the parties' performance hereunder ("Confidential Information") to any third party without prior written agreement.



201302062523856

### SERVICE ORDER

#### Under the Business Internet, Video and Music Service Agreement

This Service Order is executed on Feb 20, 2013 and modifies the Service Agreement dated May 25, 2006 by and between Charter Communications Entertainment II, LLC, ("Charter Business" or "Charter") with local offices at 4781 Irwindale Ave., Irwindale, CA 91706, and City of Turlock, ("Customer") with offices located at 156 S Broadway, Suite 116, Turlock, CA 95380. Except as specifically modified herein, all other terms and conditions of the Agreement and Standard Terms of Service shall remain unamended and in full force and effect.

#### CUSTOMER INFORMATION:

Account Name: City of Turlock  
Invoicing Address:  
Invoicing Special Instructions: \_\_\_\_\_

#### 1. SITE-SPECIFIC INFORMATION:

New  Renew  Change: Order Type: Renewal: Upgrade  
Proposed Installation Date: TBD

Service Location (Address): 156 S Broadway, Suite 116, Turlock, CA 95380

Service Location Name (for purposes of identification): \_\_\_\_\_

Service Location Special Instructions: Upgrade from 5Mbps to 6Mbps \_\_\_\_\_

6 megs for \$ 399.00 includes Existing Class C - /24 IP Block (if customer bought new one today, it's \$ 200.00 per month)

Non-Hospitality or Non-Video

**Customer Contact Information.** To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Carli Grossman	Carli Grossman
Phone		209-668-5542 x1314	209-668-5542 x1314
Fax			
Cell			
Email Address		CGrossman@turlock.ca.us	Same

OK for agenda  
pm

MONTHLY SERVICE FEES:		
<b>Data Services:</b>		
<i>Charter Business Bundle: No Bundle *</i>		
<u>Base Service</u>		
MEF Service Types (if applicable): _____		\$399.00
Speed: 6 Mbps (Down/Up)		
CPE: _____		
<u>IP Options</u>		
Static IP Package: BI: IP, Static /27 (29 IP pack)		\$0.00
Static IP Addresses: _____		

\* If Customer has selected the Charter Business Special Offers, the Section 3(i) of the Standard Terms of Service (for Charter Business Bundle) shall apply.

ONE-TIME CHARGES:	
One-Time Standard Installation Fee:	\$0.00
<b>ONE-TIME CHARGES \$0.00</b>	

2. **TOTAL FEES.**

**Total Monthly Service Fees of \$399.00 are due upon receipt of the monthly invoice.**

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 24 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms and Charter may then apply Charter's then-current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.

4. **TROUBLE REPORTS.** Charter Business Network Operations Center: 866.603.3199

Charter operates and maintains the Charter Business Network Operations Center ("CB NOC"), which is staffed 24 hours a day, 7 days a week, 365 days a year. To report suspected problems with your fiber-based Service(s) call the CB NOC for support @ 866.603.3199. Charter shall provide a telephone response to such calls within one (1) hour, and, if necessary, initiate a physical response within four (4) hours of receiving Customer's call reporting the problem. Once the CB NOC representative has received the necessary information, a Customer Trouble Ticket will be assigned and investigation of Trouble Ticket will begin. After the status of the Trouble Ticket has been determined, the CB NOC will contact Customer's designated contact individual at the appropriate number to discuss the findings.

5. **SERVICE CREDITS.** Customer shall be entitled to one (1) hour of service credit per Site per affected fiber optic-based Service (i.e. circuit) for each hour of Service Interruption if the interruption: (a) exceeds four (4) consecutive hours, (b) is not caused by Customer, or its agents, employees, licensees, or contractors, or a Force Majeure Event, (c) is not caused by Customer-provided equipment or facilities beyond the demarcation point, (d) is not caused by scheduled maintenance, and (e) a Trouble Ticket has been opened within 24 hours of the commencement of the interruption. Service Credits shall not apply to any period of time for which Charter is not granted access, if necessary, to the applicable Customer Site. A "Service Interruption" is the continuous period of time during which a respective Service is not provided substantially as ordered to one or more Customer Sites. A Service Interruption commences when Charter becomes aware of such Service Interruption of a Service and ends when the Service is operational and the Trouble Ticket is closed.

A Service Credit is calculated as follows:

- \* Service Credit = Per Hour Rate X (# of consecutive hours during Service interruption)
  - \* Per Hour Rate = Per Day Rate/twenty-four (24)
  - \* Per Day Rate = Monthly Service Charge/thirty (30) days
- (30 = average days in one [1] month)

Any Service interruption that exceeds a consecutive period of twelve (12) hours shall be considered an outage for one (1) day.

Example:

If Customer is paying a \$10,000 Monthly Service Fee and a Service interruption of one (1) day (or 24 hours) occurs, the Service Credit shall be equal to \$333.33 and shall be applied on the billing cycle following the date Charter makes its credit determination:

Per Day Rate = \$10,000/30 days = \$333.33

Per Hour Rate = \$333.33/24 hours = \$13.89

Service Credit = 1 day X \$333.33 = \$333.33

OR

24 hours X \$13.89 = \$333.33

Service credits will be based on the Customer's Monthly Service Fee for those Sites and specific Services affected by the Service Interruption. Non-recurring, equipment and usage-based charges are excluded. The sum of all Service Credits shall not exceed the Customer's total Monthly Service Fees for the month in which the Service interruption occurred. The Customer must contact Charter Business at 866.603.3199 (or successor applicable toll-free number) to request a Service Credit for a specific Service Interruption. Charter Business will exercise commercially reasonable efforts to respond to such Service Credit requests within fifteen (15) business days of receipt thereof. The approved Service Credit will be applied on the billing cycle following the date Charter makes its credit determination. Service Credits shall be Customer's sole and exclusive remedy for Charter's failure to provide Services as warranted.

6. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
7. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
8. **ENTIRE AGREEMENT.** The terms and conditions of the Service Agreement will remain in full force and effect, except as modified by this Service Order. This Service Order will serve to supplement the Service Agreement. In the event of any conflict between the provisions of this Service Order and the provisions of the Service Agreement excluding those set forth in Indemnification of the Standard Terms of Service, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Service Agreement. This Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both parties. The person signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of this Service Order. **FACSIMILE.** A copy sent via fax machine or scanned and e-mailed of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order, and Charter may rely on such copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives.

Charter Communications Entertainment II, LLC

City of Turlock

By:

By: Charter Communications, Inc., its Manager

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Printed Name: Roy W. Libsden

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

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

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

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

Charter Business Account Executive:

Name: Dara Bebee

Telephone: (541) 994-5133



## Council Synopsis

March 26, 2013

5K

From: Roy W. Wasden, City Manager

Prepared by: Joanne Foster, Senior Account Clerk

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving an Industrial Hauler Business License for Central Valley Clean Up, Inc., in accordance with Section 6-3-209 of the Turlock Municipal Code

### 2. DISCUSSION OF ISSUE:

Central Valley Clean Up, Inc. has submitted an application to become an industrial hauler within the City of Turlock. In accordance with Section 6-3-209(a) of the Turlock Municipal Code (TMC), this service can be performed within the City pursuant to either a franchise contract or license issued by the City Council (a copy of this Code section is attached to this report for reference).

"License" is defined in Section 6-3-02 ((j)) of the TMC to mean "... a City of Turlock business license or other such license as required by the City Council.

"Industrial refuse" is defined in Section 6-3-02 (i) of the TMC to mean ".....refuse produced by a person principally engaged in the business of growing, processing, or manufacturing agricultural, animal, or other products or materials whose principal outlet for such products is wholesale rather than retail; is collected by a licensee from a container whose volume equals or exceeds ten (10) cubic yards; and refuse produced by any person engaged in the business of building construction or demolition."

The applicant has been provided with a copy Chapter 6-3 of the TMC so that they are aware of what type of hauling is allowable as an "industrial hauler" and they have assured staff that they understand the limitations of this type of hauling.

Staff has also explained to the applicant for all industrial haulers operating within the City of Turlock the requirement to pay to the City 15% of gross receipts on business originating within the City.

**3. BASIS FOR RECOMMENDATION:**

A. The Turlock Municipal Code indicates that Council shall consider the credentials, reputation and practices of the applicant when considering whether or not to approve the application. Based on inquiries of other agencies within Stanislaus County, staff has learned that Central Valley Clean Up, Inc. is a company desiring to expand their business into the Stanislaus County market. Their main offices are in Dinuba, CA. They are currently working on the City of Turlock's Avena Bella project. The City of Turlock has granted an Industrial Refuse Collection Permit in the past to Advance Disposal, Inc. on April 26, 2005.

**Strategic Plan Initiative B. FISCAL RESPONSIBILITY**

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

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

**Fiscal Impact:** At this time staff is unable to determine whether the approval of this license will increase the revenue the City receives from industrial haulers as a whole.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Not approve the business license application for industrial hauling.

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**6-3-209 Collection and disposal: Contracts or licenses required.**

(a) The collection, removal, and disposal of all waste and industrial refuse may be performed by the City or by a person or persons pursuant to a franchise contract or license with the City, and no other person shall engage in such business unless a franchise contract or license is issued to do so by the city council.

(b) Any franchise contract or license, whether partially or wholly exclusive or nonexclusive, may be awarded with or without competitive bidding and shall be done in such a manner as to insure broad and equitable participation by potential contractors or franchisees; and shall consider the credentials, reputation and practices of the franchise contractor or licensee.

(c) Any franchise contract or license awarded by the City may be for a period not to exceed fifty (50) years with three (3) fifteen (15) year or five (5) ten (10) year interval quality review and renewal periods.

(d) At the expiration of any contract or license issued pursuant to Turlock Municipal Code Section 6-3-209(c), then based upon California Public Resources Code Section 40059 the City Council may renew the franchise contract or license to the same franchise contractor or licensee if the City Council finds and declares that the credentials, reputation and practices of the franchise contractor or licensee is in the interest of the public health, safety and general welfare.

(e) Any franchise contract or license awarded by the City shall require at least three (3) affirmative votes of the City Council.

(f) Any refuse hauler shall be charged fifteen (15%) percent of gross receipts on business originating within the City of Turlock.

(Ord. 1045-CS, Amended, 08/11/2005; Ord. 1041-CS, Amended, 03/10/2005; 1017-CS, Renumbered, 02/12/2004, Renumbered from 6-3-112; 738-CS, Amended, 08/08/1991)

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN }  
INDUSTRIAL HAULER BUSINESS }  
LICENSE FOR CENTRAL VALLEY }  
CLEAN UP, INC., IN ACCORDANCE }  
WITH SECTION 6-3-209 OF THE }  
TURLOCK MUNICIPAL CODE }  
\_\_\_\_\_ }

RESOLUTION NO. 2013-

**WHEREAS**, in accordance with Section 6-3-209 of the Turlock Municipal Code, industrial refuse haulers within the City of Turlock are required to obtain either a franchise contract or license before pursuing this endeavor within the City; and

**WHEREAS**, Central Valley Clean Up, Inc. has applied for a business license to operate as an industrial hauler within the City of Turlock.

**NOW THEREFORE**, the City Council of the City of Turlock hereby resolves to grant a business license to Central Valley Clean Up, Inc. to operate as an industrial hauler within the City of Turlock as provided for within Chapter 6-3 of the Turlock Municipal Code.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of March, 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  
March 26, 2013

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the City of Turlock to cast affirmative votes on two (2) amendments to the League of California Cities Bylaws as submitted by the LCC Board of Directors

### 2. DISCUSSION OF ISSUE:

At its February meeting, the League of California Cities' Board of Directors approved submitting two amendments to the League's Bylaws to the membership. The proposed amendments would amend the Bylaws to provide that:

1. Resolutions submitted to the League for presentation to the General Assembly must be concurred in by at least five or more cities or by city officials from at least five or more cities.
2. The League Board may take a position on a statewide ballot measure by a 2/3<sup>rd</sup> vote of those Directors present. Currently, the Board may take positions with a simple majority vote.

The Board's purpose in submitting the first proposed amendment is to encourage members to seek concurrence of other cities and city officials that the subject of a proposed resolution is a substantial one and of broad interest and importance to cities. The Board's purpose in submitting the second proposed amendment is to ensure that when the Board considers a position on possibly controversial statewide ballot measures, the Board's ultimate decision represents a broad consensus of the Directors.

The language of the proposed amendments is provided in the attached League Resolution (Exhibit A). To be approved, the Bylaws require each amendment must receive a 2/3<sup>rd</sup> vote of those members voting. Ballots must be signed by an authorized city official and received by the League no later than April 19, 2013.

As provided in the League's Bylaws, the Board of Directors is submitting these amendments to the membership for approval by mail ballot.

**3. BASIS FOR RECOMMENDATION:**

- A) The amendments presented by the League provide for issues of clarity, practicality, compliance with current laws, and responsiveness to membership interests.
- B) To be approved, the Bylaws require each amendment must receive a 2/3<sup>rd</sup> vote of those members voting.

**Strategic Plan Initiative** Not specifically defined in Strategic Plan.

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

**Fiscal Impact:** None

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

Not applicable.

**7. ALTERNATIVES:**

- 1. The City Council may choose to cast a "no" vote or to not vote.

# EXHIBIT A

## PROPOSED RESOLUTION RELATING TO LEAGUE BYLAWS AMENDMENTS

WHEREAS, the League of California Cities is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the League's Board of Directors periodically reviews the League's bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership interests; and

WHEREAS, the League Board of Directors at its February 7-8, 2013 meeting approved submitting the following amendments to the League's bylaws to the League's membership by mailed ballot:

1. Article VI, section 2 of the League's bylaws is amended to read as follows:

"Resolutions may originate from city officials, city councils, regional divisions, functional departments, policy committees, or the League Board or by being included in a petition signed by designated voting delegates of ten percent of the number of Member Cities. Except for petitioned resolutions, all other resolutions must be submitted to the League with documentation that at least five or more cities, or city officials from at least five or more cities, have concurred in the resolution."

2. A new Article VII, section 16 is added to the League's bylaws to read as follows:

"Section 16: Positions on Statewide Ballot Measures.

Notwithstanding any other provision of these bylaws, the League Board may take a position on a statewide ballot measure by a 2/3<sup>rd</sup> vote of those Directors present."

Now, therefore, be it

RESOLVED, that the League Board of Directors at its April 24-25, 2013 meeting in Sacramento, California, after a canvass of mailed ballots, has determined that the above amendments to the League bylaws have been approved by a 2/3<sup>rd</sup> vote of those Member Cities voting. These amendments shall take effect 60 days after the approval of this resolution.

///////

## Ballot on Bylaws Amendments

City of \_\_\_\_\_

Does your city vote to approve the amendment of article VI, section 2 of the League's bylaws relating to submission of resolutions to the League's General Assembly as set forth in the Proposed Resolution and incorporated by reference in this ballot?

- Yes
- No

Does your city vote to approve the addition of article VII, section 16 to the League's bylaws relating to the League Board vote threshold for taking positions on statewide ballot measures as set forth in the Proposed Resolution and incorporated by reference in this ballot?

- Yes
- No

Ballot returned by:

\_\_\_\_\_ City Official Name

\_\_\_\_\_ City Official Title

Please return this ballot by **April 19, 2013** to:

League of California Cities  
Attn: Ballots  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

or by email to: [ballots@cacities.org](mailto:ballots@cacities.org)

or by fax to: (916) 658-8240

Thanks in advance for your participation in this important decision.



## Council Synopsis

March 26, 2013

5M

From: Roy W. Wasden, City Manager

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving the execution of a Cooperative Agreement for advance and reimbursement of administrative, overhead and other expenses by and between the City of Turlock and the Successor Agency to the Turlock Redevelopment Agency and taking certain actions in connection therewith

### 2. DISCUSSION OF ISSUE:

Upon dissolution of the Turlock Redevelopment Agency on February 1, 2012 pursuant to Part 1.85 of the Community Redevelopment Law ("Part 1.85"), the Successor Agency to the Turlock Redevelopment Agency was constituted and is governed by a board of directors consisting of the members of the City Council. The Successor Agency is required to undertake a number of actions pursuant to Part 1.85, including winding down the affairs of the former Turlock Redevelopment Agency ("Agency") pursuant to Health and Safety Code Section 34177(h).

The Legislature adopted AB 1484 on June 27, 2012, significantly amending Part 1.85, including Health and Safety Code Section 34173(h) to authorize the City to loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans. Pursuant to Health and Safety Code Sections 34178(a) and 34180(h), with the approval of the Oversight Board, the City may enter into agreements with the Successor Agency.

The need for this agreement arises out of the cashflow issues associated with the distribution of the Redevelopment Property Tax Trust Fund (RPTTF) dollars. These monies were previously known as tax increment dollars. As the Council may recall, in the dissolution laws a hierarchy was established for the distribution of RPTTF dollars. As these distributions relate to monies received by Turlock's Successor Agency, the order of distribution is bond debt service payments, other enforceable obligations, and then administrative costs.

At this time, there is not sufficient RPTTF distributed to Turlock's Successor Agency to fund administrative costs. Therefore, the City of Turlock is currently funding these costs. In order to be in a position that the Successor Agency reimburses the City when there are sufficient revenues, our legal counsel has advised that the attached Resolution approving the Agreement be adopted. Then the City will keep track of the funding advanced for administrative costs and when there is sufficient RPTTF available, include a claim for these costs on a future ROPS.

Staff anticipates that there will be RPTTF available to pay for administrative costs once the public safety facility is completed. As with all other enforceable obligations, the enforceability of this agreement will be up to the California Department of Finance who, absent litigation, has final say as to the validity of all enforceable obligations.

**3. BASIS FOR RECOMMENDATION:**

The attached Resolution approves a Cooperative Agreement for Advance and Reimbursement of Administrative, Overhead and Other Expenses between the City and the Successor Agency. The Cooperative Agreement provides for the Successor Agency to use the City's staff, facilities, and other resources for the administration and operations of the Successor Agency, for the City to make loans pursuant to Health and Safety Code Section 34173(h), and for the Successor Agency to reimburse the City for such loans and advances.

The agreement was approved by the Oversight Board on February 27, 2013. It is now before the City Council as well as the Successor Agency for approval.

Staff recommends that the City Council approve the attached Resolution as a means to provide a cashflow resource for the administrative costs associated with the operations of the Successor Agency.

After approval by all parties, the Agreement will be sent to the California Department of Finance for their consideration.

**4. FISCAL IMPACT ANALYSIS**

This agreement provides a means to reimburse the City of Turlock for administrative costs it is paying on behalf of the Successor Agency. The current annual budget for administrative costs is \$250,000. This should be considered the maximum annual amount that the City would be advancing to the Agency. Staff believes the actual amount will be less, but the exact amount will not be known until the end of the fiscal year.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

None recommended at this time as the attached Agreement is the only means by which the City and Successor Agency have an opportunity to enter into the reimbursement agreement related to the cash flow funding for current administrative costs associated with the Successor Agency's administrative functions

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

**IN THE MATTER OF APPROVING THE }  
EXECUTION OF A COOPERATIVE }  
AGREEMENT FOR ADVANCE AND }  
REIMBURSEMENT OF ADMINISTRATIVE, }  
OVERHEAD AND OTHER EXPENSES BY }  
AND BETWEEN THE CITY OF TURLOCK }  
AND THE SUCCESSOR AGENCY TO THE }  
TURLOCK REDEVELOPMENT AGENCY }  
AND TAKING CERTAIN ACTIONS IN }  
CONNECTION THEREWITH }  
\_\_\_\_\_ }**

**RESOLUTION NO. 2013-**

**WHEREAS,** Pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170), the Successor Agency to the Turlock Redevelopment Agency (“Successor Agency”) is required to undertake a number of actions, including winding down the affairs of the former Redevelopment Agency pursuant to Health and Safety Code Section 34177(h).

**WHEREAS,** In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director of the City serves as Finance Officer of the Successor Agency, and the City Clerk serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the former Redevelopment Agency’s enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with administration and operations of the Successor Agency.

**WHEREAS,** By providing and making available to the Successor Agency the staff, facilities, services, and other resources of the City, including, without limitation, consultants, legal counsel, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency, the City has advanced and will continue to advance the cost of the foregoing to the Successor Agency. The City and the Successor Agency desire to enter into an agreement to provide for an appropriate method of reimbursement of such advances by the Successor Agency to the City.

**WHEREAS,** Pursuant to Health and Safety Code Section 34171(d)(1)(F), contracts or agreements necessary for the administration or operation of the Successor Agency are enforceable obligations.

**WHEREAS,** Pursuant to Health and Safety Code Section 34173(h), the City may loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City’s discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans.

**WHEREAS**, Pursuant to Health and Safety Code Sections 34178(a) and 34180(h), the Oversight Board for the Successor Agency (the "Oversight Board") adopted its Resolution No. OB-2013-005 approving the Cooperative Agreement for Advance and Reimbursement of Administrative, Overhead and other Expenses by and between the Successor Agency and the City attached hereto as Exhibit A and incorporated herein by reference (the "Agreement").

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby find, determine, resolve, and order:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The City Council hereby approves the Agreement and the Mayor is hereby authorized and directed to execute the Agreement.

Section 3. The officers and staff of the City are hereby authorized and directed, jointly and severally, to do any and all things which they deem necessary or advisable to effectuate this Resolution, and any such actions previously taken by such officers and staff are hereby ratified and confirmed.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of March 2013, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

## **COOPERATIVE AGREEMENT FOR ADVANCE AND REIMBURSEMENT OF ADMINISTRATIVE, OVERHEAD AND OTHER EXPENSES**

This COOPERATIVE AGREEMENT FOR ADVANCE AND REIMBURSEMENT OF ADMINISTRATIVE, OVERHEAD AND OTHER EXPENSES (this "Agreement") is entered into as of February 1, 2013, by and between the City of Turlock the "City") and the Successor Agency to the Turlock Redevelopment Agency (the "Successor Agency").

### **RECITALS:**

- A. The Successor Agency is required to undertake a number of actions pursuant to Part 1.85 of the Community Redevelopment Law (commencing with Health and Safety Code Section 34170) ("Part 1.85"), including winding down the affairs of the former Turlock Redevelopment Agency (the "Agency") pursuant to Health and Safety Code Section 34177(h).
- B. The Legislature adopted AB 1484 on June 27, 2012, significantly amending Part 1.85, including Health and Safety Code Section 34173(h) to authorize the City to loan or grant funds to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses at the City's discretion and to specify that an enforceable obligation shall be deemed to be created for repayment of such loans.
- C. Pursuant to Health and Safety Code Sections 34178(a) and 34180(h), with the approval of the oversight board, the Successor Agency may enter into agreements with the City.
- D. In connection with the administration and operations of the Successor Agency, the Successor Agency is and will be utilizing the staff, facilities, and other resources of the City.
- E. The City Manager of the City serves as Executive Director of the Successor Agency, the Finance Director of the City serves as Finance Officer of the Successor Agency, and the City Clerk serves as Secretary to the Successor Agency. Planning, finance, engineering, public works, and other City departments devote and are expected to devote substantial time with respect to the administration and operations of the Successor Agency, including gathering information relating to the Agency's enforceable obligations, conferring with public officials representing governmental agencies, and undertaking other activities in connection with winding down the affairs of the Agency.
- F. By providing and making available to the Successor Agency the staff, facilities, services, and other resources of the City, including, without limitation, consultants, legal counsel, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency, the City has advanced and will continue to advance the cost of the foregoing to the Successor Agency.

G. The City and the Successor Agency desire to enter into this Agreement to acknowledge the foregoing recitals and to provide for an appropriate method of reimbursement of such advances by the Successor Agency to the City.

**NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

**Section 1.** The City shall make available to the Successor Agency: (a) its staff, facilities, services, and other resources, including, without limitation, consultants, legal counsel, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency and the Successor Agency shall have access to the foregoing staff, facilities, services, and other resources of the City, and (b) funds for administrative costs, enforceable obligations, or project-related expenses.

**Section 2.** The value of the City staff, including all employee retirement and other benefits, facilities, services, and other resources of the City, including, without limitation, office space, equipment, supplies, and insurance, necessary to the administration and operations of the Successor Agency made, and to be made, available to the Successor Agency for each six-month fiscal period beginning with the fiscal period commencing on July 1, 2012 and ending on December 31, 2012, determined in accordance with Section 3 hereof, shall constitute an advance to the Successor Agency by the City for each six-month fiscal period, to be repaid in accordance with Section 4 of this Agreement.

**Section 3.** Following the end of each six-month fiscal period, beginning with the fiscal period commencing on July 1, 2012 and ending on December 31, 2012, the City Manager shall prepare and present to the Successor Agency: (i) an invoice for immediately preceding six-month fiscal period for (A) the value of City staff, including all employee retirement and other benefits, based on time records prepared by City staff, which shall describe the time devoted exclusively to matters directly related to the administration and operations of the Successor Agency, (B) the value of consultants and legal counsel based on invoices for services devoted exclusively to matters directly related to the administration and operations of the Successor Agency, (C) the fair rental value of office space and equipment made available to the Successor Agency, and (D) the value of supplies, insurance and other services and facilities provided by the City to the Successor Agency; and (ii) an invoice for any outstanding loans or advances, including any loan to the Successor Agency for administrative costs, enforceable obligations, or project-related expenses, pursuant to Health and Safety Code Section 34173(h), or any outstanding advances described in clause (i) above.

**Section 4.** Within a reasonable time after the City submits an invoice to the Successor Agency pursuant to Section 3, the Successor Agency shall pay to the City the amount of the invoice from available funds of the Successor Agency. In the event that insufficient funds are available to the Successor Agency, any unpaid amounts shall be carried over to the next six-month fiscal period and shall be included on the invoice presented to the Successor Agency pursuant to clause (ii) of Section 3 of this Agreement.

**Section 5.** The parties hereto agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement.

**Section 6.** Each party shall maintain books and records regarding its duties pursuant to this Agreement. Such books and records shall be available for inspection by the officers and agents of the other party at all reasonable times.

**Section 7.** This Agreement is made in the State of California under the Constitution and laws of the State of California, and is to be so construed.

**Section 8.** This Agreement will be become effective upon approval of the Oversight Board to the Successor Agency.

**Section 9.** This Agreement may be amended at any time, and from time to time, by an agreement executed by both parties to this Agreement and approved by the Oversight Board to the Successor Agency.

**SUCCESSOR AGENCY TO THE TURLOCK REDEVELOPMENT AGENCY**

By \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

**CITY OF TURLOCK**

By \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_ Date

**OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE TURLOCK REDEVELOPMENT AGENCY**



CLAIM FORM  
(Please type or print)

5N

RECEIVED

MAR 6 2013

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: Arivelda Jimenez

SS#: [REDACTED] DOB: 06/19/82 Gender: Male  Female

Claimant's address: 3636 Nadia Court, Turlock, CA 95302

Claimant's Telephone Number(s): (209) 485-16904 cell

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

Date of incident/accident: December 2, 2012

Date injuries, damages, or losses were discovered: December 5, 2012

Location of incident/accident: Intersection of Nadia Court & Fullerton Rd = water damage

What did entity or employee do to cause this loss, damage, or injury? Please refer to attached piece of paper  
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? Water in truck's transmission.  
Also stated in attached piece of paper  
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$1,800

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)? A copy of the invoice has been attached.  
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 3/1/13 Signature: Arivelda Jimenez

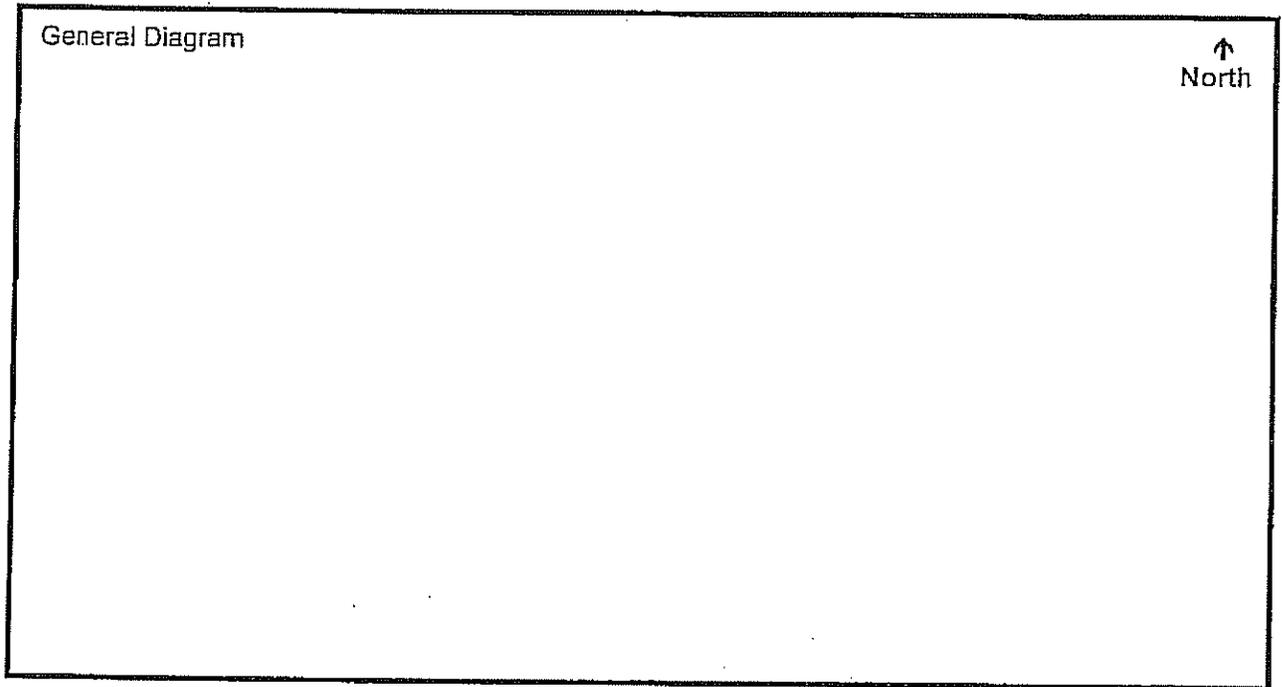
If signed by representative: \_\_\_\_\_

Print Representative's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Relationship to Claimant \_\_\_\_\_

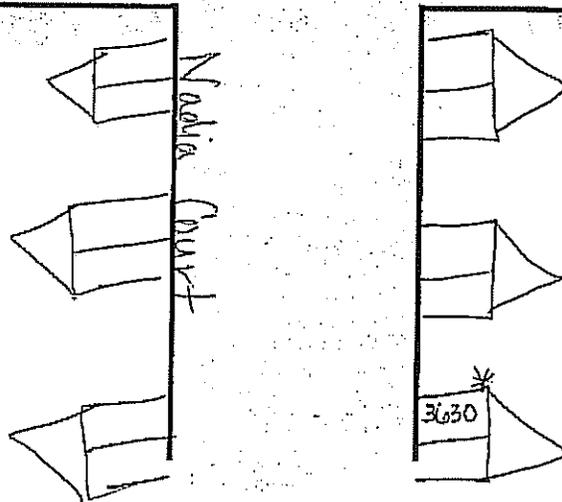
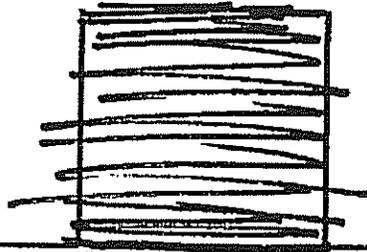
DIAGRAMS



Street Incidents

↑  
North

 = flooded with  
about 3 feet of  
water if not more



RECEIVED

MAR 6 2013

City of Turlock  
Administrative Services

To: City Of Turlock

From: Griselda Jimenez

Date: February 24, 2013

Re: Flooded Neighborhood

Hello. I am a resident at 3630 Nadia Court, Turlock, Ca, 95382. I have lived here for 3 ½ years along with my 11 year old daughter and 10 month old son. On Sunday, December 2, 2012, it had been raining a lot in Turlock. It rained so much, and I assume the sewers had not been cleaned, that our court and the entrance to our court flooded. It flooded so much that cars that were parked out on Fullerton Street, got water damage in the interior of the car along with other damage. My truck was not parked on Fullerton Street, but up on my driveway. I did drive my truck through the water though, not thinking that anything would happen to it and because of a necessity. Like I mentioned before, I have a 10 month old son and that day he happened to have enough formula for one last bottle. Therefore, it was a necessity for me to drive through the water in order to be able to go and purchase formula. Since it is a court, there is only one entrance to go in and out. I have attached three pictures. Picture #1 is on the day it rained and it was flooded. My truck is not in the picture because it was not parked out on Fullerton Street. Picture #2 is taken as if you were driving into Nadia Court, and Picture #3 is taken as if you were leaving Nadia Court.

About three days after it rained and the streets were flooded, my truck started driving different. I was able to drive it until one day it did not let me go in reverse anymore. Being that I am a female and I am pretty clueless when it comes to maintenance of vehicles, I had my boyfriend, Cesar Mendoza, help me out as to what I had to do. We had it towed to Turlock Transmission and Automotive, located here in Turlock on Golden State Blvd, where they were able to diagnose the problem, water in the transmission. They were able to fix the truck, about one month later and \$1,800, I got it back. I have attached a copy of the invoice and if you have any questions you are more than welcome to notify Richard at 209-668-4486 regarding the work he performed on my 2005 red Dodge Dakota.

I want to thank you for your time and I do hope that I am able to have my money refunded as the damage to my truck was due to the City of Turlock.





CLAIM FORM  
(Please type or print)

50 RECEIVED

MAR 6 2013

City of Turlock  
Administrative Services

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209.668.5100

CLAIM AGAINST: City of Turlock  
(Name of Entity)

Claimant's name: Jennifer Sweet

SS [REDACTED] DOB: 10/15/80 Gender: Male  Female

Claimant's address: 1012 S. 1st St. Turlock, Ca 95380

Claimant's Telephone Number(s): (209) 277-7907

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

Date of incident/accident: 1/31/13

Date injuries, damages, or losses were discovered: 2/10/13

Location of incident/accident: Sidewalk in front of 2165 E. Marshall

What did entity or employee do to cause this loss, damage, or injury? A section of sidewalk is pushed up approx. 3 inches by nearby tree root. I tripped over protruding concrete, fell, and broke  
(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)? my arm.

What specific injuries, damages, or losses did claimant receive? Fracture at head of left radius (broken arm at the elbow).  
(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: \$9,430

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)? (see attachment)

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

Date Signed: 2/27/13 Signature: J Sweet

If signed by representative:

Print Representative's Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

Relationship to Claimant \_\_\_\_\_

## ITEMIZED CLAIM CALCULATION

Jennifer Sweet DOB 10/15/80

### Medical Expenses

Doctor Visits x3	\$285
X-Rays x6	\$420
Prescriptions x2	\$20

### Business Expenses\*

2 Days Shop Closure	\$3,000
Time off work for medical appointments	\$500

### Personal Expenses

Pain and Suffering	\$5,000
Fuel to medical appointments	\$60
Damaged iPhone Case	\$50
Damaged/Torn Sweater	\$95

**Total Expenses** **\$9,430**

\*I am co-owner of a small business in Turlock. As a result of this accident I was forced to close my shop for 2 days. Due to the last minute nature of the incident my partner was unable to make arrangements to open the shop in my absence. We estimate a loss of \$1,500 profit per day.



CoA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 4, CHAPTER 7, }  
ARTICLE 1, REGARDING TRAFFIC }  
DEFINITIONS AND ADDING TURLOCK }  
MUNICIPAL CODE TITLE 4, CHAPTER 7, }  
ARTICLE 9, REGARDING PEDESTRIANS }  
PROHIBITED ON MEDIAN ISLANDS }  
\_\_\_\_\_ }

ORDINANCE NO. -CS

WHEREAS, median islands have been created for safety reasons to separate opposing lanes of traffic; and

WHEREAS, pedestrians stepping and standing upon median islands located in the center of streets distracts drivers and places the pedestrians in harm's way;

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

SECTION 1. AMENDMENT: Title 4, Chapter 7, Article 1, Section 04 is hereby amended to read as follows:

**4-7-104 Divisional island or median island.**

"Divisional island" or "median island" shall mean an area in the roadway, of variable width, separating opposing or conflicting streams of traffic by means of a dividing section of not less than two feet in width, either unpaved or paved, delineated by curbs, double-parallel lines, or other markings on the roadway.

SECTION 2. ADDITION: Title 4, Chapter 7, Article 9, Section 04 is hereby added to read as follows:

**4-7-904 Pedestrians Prohibited on Median Islands**

Pedestrians are prohibited from stepping, standing, sitting, or lying upon any divisional island or median island, as defined, except for the express purpose of crossing the divisional island or median island at a marked crosswalk or walking upon a sidewalk contained within the divisional island or median island, constructed and maintained for that purpose. City employees in the course of their duties; contractors who are hired by the City to construct, repair, or maintain the divisional island or median island; emergency personnel or other persons who must temporarily use the divisional island or median island because of an accident or vehicular emergency; or those who are otherwise authorized by State law are exempt from the provisions of this section.

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

**SECTION 4. 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 26<sup>th</sup> day of March, 2013, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this 26<sup>th</sup> day of March, 2013.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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

6B

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 4, CHAPTER 6, }  
ARTICLE 3, SECTION 02, REGARDING TOW- }  
AWAY ZONES }  
\_\_\_\_\_ }

ORDINANCE NO. -CS

**WHEREAS**, California Vehicle Code Section 22651 allows local authorities to adopt ordinances to remove (tow) vehicles parked or standing in properly signed designated areas; and

**WHEREAS**, Turlock City Council has determined that parking vehicles on certain portions of South Broadway creates a disruption when use of the street is authorized for the Turlock Farmers' Market, a purpose that conflicts with the normal flow of traffic; and

**WHEREAS**, the Turlock Farmers' Market Board has requested to move the Farmers' Market to the location of South Broadway Avenue, between A Street and West Main Street; and

**WHEREAS**, Turlock Municipal Code Section 4-6-302(b) does currently describe specific parking restrictions related to the Farmers' Market that would be unsatisfactory should the Farmers' Market move to the location of South Broadway Avenue, between A Street and West Main Street.

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

**SECTION 1. AMENDMENT:** Title 4 Chapter 6, Article 3, Section 02, is hereby amended as follows:

**4-6-302 Tow-away zones: Designation.**

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

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

(1) The west side of Johnson Road between Marshall Street and Merritt Street.

(2) The north side of Merritt Street from Johnson Road to one hundred forty-five (145) feet west thereof.

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

(1) The east and west sides of South Broadway between A Street and Market Street.

(2) The east and west sides of South Broadway between Market Street and West Main Street.

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

**SECTION 3. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with the 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 26<sup>th</sup> day of March, 2013 by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this 26<sup>th</sup> day of March, 2013

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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

7A



## Council Synopsis

March 26, 2013

From: Chief Robert A. Jackson

Prepared by: Robert E. Boyd, Neighborhood Services Supervisor

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Assessing properties for abatement costs and establishing a lien for payment

### 2. DISCUSSION OF ISSUE:

The City Council has previously declared certain weeds, obnoxious growth, and other debris on property and abandoned vehicles to be a nuisance and the City has ordered abatement of such nuisances on certain properties.

### 3. BASIS FOR RECOMMENDATION:

Assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount of fifty-eight percent (58%) of the cost of the abatement.

Strategic Plan Initiative: G) SOCIAL INFRASTRUCTURE – HOUSING RESOURCES

Goal(s): 1(a)(i) Nuisance abatement

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact:** None.

#### **Budget Amendment**

Reimbursement costs of abatement plus administrative fee of 58% into account 110-20-220.35062 "Abatement Revenue."

### 5. CITY MANAGER'S COMMENTS:

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A.

**7. ALTERNATIVES:**

- A. Council may wish to consider not assessing the property owners for reimbursement of abatement costs plus administrative fees. This would put a financial burden on the budget.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING }  
PROPERTIES FOR ABATEMENT COSTS }  
AND ESTABLISHING A LIEN FOR }  
PAYMENT }  
\_\_\_\_\_ }

RESOLUTION NO. 2013-

**WHEREAS**, the City Council has previously declared certain weeds, obnoxious growth and other debris on property and abandoned vehicles to be a nuisance, and the City has ordered abatement of such nuisances on certain properties; and

**WHEREAS**, the City Council has held a hearing on the costs assessed to the owners of properties containing such nuisances and abated by the City, together with administrative costs of fifty-eight (58%) percent of the cost of the abatement; and

**WHEREAS**, the City Council has heard objections to such assessments and rules thereon.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Turlock does hereby confirm that the assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of March, 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"

NAME OF OWNER	LOCATION OF PROPERTY	ABATEMENT		AMOUNT ASSESSED
		DATE	NUMBER	
MICHAEL & PATRICIA LACY 1677 BRIER RD TURLOCK CA 95380	1677 BRIER RD	10/7/12	043-061-027-000	\$260.70
PIRO ENTERPRISES, INC. 4150 N GOLDEN STATE BLV TURLOCK CA 95380	4150 N GOLDEN STATE BLV	10/30/12	087-029-004-000	\$637.02
TURLOCK AUTO MALL LLC 1901 AUTO MALL DR TURLOCK CA 95380	1901 AUTO MALL DR	10/10/12	088-010-047-000	\$1,561.29
ROY BAILEY 740 S MINARET ST TURLOCK CA 95380	740 S MINARET ST	10/23/12	043-024-055-000	\$199.71
FREDDRICK A & JENNIFER RIBEIRO 720 S MINARET ST TURLOCK CA 95380	720 S MINARET ST	10/23/12	043-024-053-000	\$180.64

8A



## Council Synopsis

March 26, 2013

---

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: Supporting the efforts of the Healthy Eating Active Living (HEAL) Cities Campaign to help combat the epidemic of obesity within our City while promoting health and wellness among our community and employees

### 2. DISCUSSION OF ISSUE:

During the last three decades, the prevalence of overweight people and obesity in the United States has increased dramatically in both adults and children. According to the Surgeon General, obesity has become second only to tobacco-use as the leading preventable cause of disease and death in the United States. The rise in obesity and related diseases has led experts to predict a decrease in life expectancy and productivity for today's youth, as well as an increase in individual and societal health related costs.

Cities and their residents face increased health care costs and diminished quality of life expectations due to the epidemic of obesity and being overweight. Communities across California are addressing the challenges by implementing land use measures and employee policies that encourage physical activity and nutritious eating. The City of Turlock has continued in this vein with the recent passage of the General Plan, to include considerations for parks and the greenways – walking/biking paths around the city, along with concerted efforts to promote health within our workforce.

The League of California Cities, in 2004, encouraged cities to embrace policies that promote healthier lifestyles in their communities. Two years later, the League adopted a resolution to work together with the Institute for Local Government, and the Cities, Counties, and Schools Partnership to develop a clearinghouse of information that cities can use to promote wellness policies and healthier communities. The HEAL Cities Campaign grew out of these resolutions and is a partnership of the California Center for Public Health Advocacy and the League of California Cities.

Cities that have made a commitment to workforce health, through their support of HEAL, will be able to access a series of webinars focused on how to develop and strengthen their workforce health program, with opportunities to learn from other cities. This educational series will be accessible to cities that pass (or have passed) a HEAL City Resolution.

In addition to the wellness components for our workforce through the League of California Cities, a City resolution will support the National League of Cities' efforts to combat childhood obesity with their "Let's Move" initiative. The healthy communities, healthy future campaign offers opportunities for cities who commit to support healthy living.

The California Center for Public Health Advocacy has asked that the City of Turlock join the Cities of Oakdale, Riverbank, Patterson, Ceres, and Modesto by providing a resolution in support of healthier lifestyles and communities, including healthy diet, nutrition, and exercise. A resolution in support of becoming a HEAL city would offer benefits for our employees, and ultimately cost savings in health expenditures, related to a healthier workforce. Additionally, there are potential financial opportunities available by introducing and/or managing health related programs to include free health and wellness training opportunities for our City's staff.

Staff, therefore, recommends Council support a resolution of support, which would, in turn, avail the City of Turlock with health and wellness resources through the League of California Cities and the National League of Cities while promoting a healthier environment for our community and employees.

**3. BASIS FOR RECOMMENDATION:**

The recommendation is to support health, wellness, and exercise for our community and employees.

**Strategic Plan Initiative:**

**Goal(s):**

**Strategic Plan Initiative:**

Not specifically identified within the City Strategic Plan, as this item pertains to opportunities specific to health and wellness.

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

**Fiscal Impact:** No fiscal impact

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

None

**7. ALTERNATIVES:**

- A. Council could decline to not provide a resolution in support of HEAL and health/wellness.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPPORTING THE }  
EFFORTS OF THE HEALTHY EATING }  
ACTIVE LIVING (HEAL) CITIES CAMPAIGN }  
TO HELP COMBAT THE EPIDEMIC OF }  
OBESITY WITHIN OUR CITY WHILE }  
PROMOTING HEALTH AND WELLNESS }  
AMONG OUR COMMUNITY AND }  
EMPLOYEES }  
\_\_\_\_\_ }

RESOLUTION NO. 2013-

**WHEREAS**, in 2004, the League of California Cities adopted an Annual Conference Resolution to encourage cities to embrace policies that facilitate activities that promote healthier lifestyles and healthier communities through diet and nutrition and the adoption of a city design and planning principles that enable citizens of all ages and abilities to partake in exercise; and

**WHEREAS**, the League of California Cities has a strategic goal to promote and develop safe and healthy cities; and

**WHEREAS**, the Healthy Eating Active Living (HEAL) Cities Campaign is a partnership between the League of California Cities and the California Center for Public Health Advocacy; and

**WHEREAS**, the California Center for Public Health Advocacy works with California cities to adopt policies that will improve the physical activity and healthier food opportunities for residents and employees; and

**WHEREAS**, obesity takes a tremendous financial toll on all Californians, due to medical bills, workers compensation, and lost productivity; and

**WHEREAS**, the City of Turlock commits to do all it can to decrease the rate of obesity in our community and is committed to implementing the necessary policies to create healthier work, school, and neighborhood environments conducive to promoting healthier eating and increased physical activity among residents.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock formally supports the efforts of the League of California Cities and the California Center for Public Health Advocacy in combating obesity and promoting a healthy community and workforce.

**BE IT FURTHER RESOLVED**, that the City of Turlock authorizes its Council and City staff to communicate its support for the HEAL City Campaign.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of March, 2013, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

# HEAL Cities Campaign Goals

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- *California cities have healthy, active residents and workforces*
  - *California cities contribute to the reduction of obesity, diabetes and chronic disease*
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The Healthy Eating Active Living Cities Campaign provides training and technical assistance to help city officials adopt policies that improve their communities' physical activity and retail food environments to fight obesity



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# Why a Statewide Campaign?

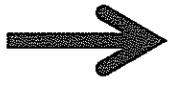
**Overweight among  
children aged 6-19  
increased nearly 4-fold  
from 1963 – 2000!**

## Obesity Rates in California 1985 - 2008



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Local governments



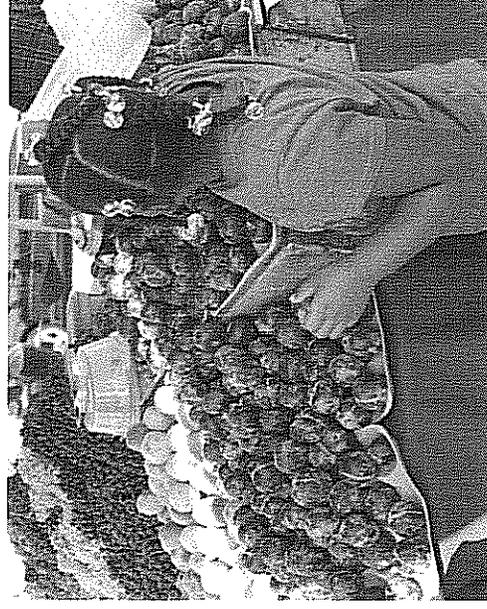
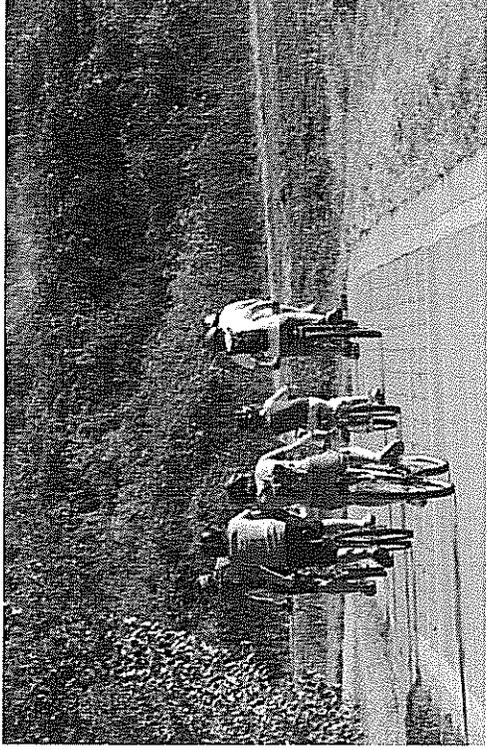
shape policies and practices that  
influence these environments



where children live, play, and learn  
and thereby affect their health

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# How can policy create healthy, active cities?



Infrastructure investments like bike paths and complete streets will allow residents to have active life styles

Zoning to promote Farmers Markets, Community Gardens will give the community members access to healthy fresh produce

# How can policy create healthy, active cities?



Worksite Wellness policies and programs will institutionalize a culture of health among city staff

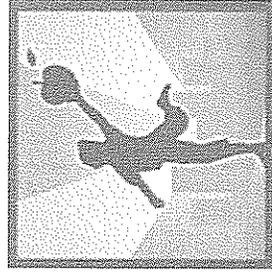
Nutrition Standards Policies for Healthy Vending in Youth Facilities owned and operated by cities will limit children's easy access to unhealthy beverages

Cities for  
**Workforce**  
**Health** Building a culture of health and  
improving employee wellness

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# Steps to join the Campaign

- Cities adopt a resolution
- They list future policies they want to adopt
- Campaign provides resources, training, and networking



HEALTHY EATING  
ACTIVE LIVING  
**CITIES**  
CAMPAIGN



KAISER PERMANENTE®



LEAGUE  
OF CALIFORNIA  
**CITIES**

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## Benefits of adopting HEAL resolution

- Highlight existing accomplishments as well as compliment ongoing efforts
  - Would align the Turlock with the standards of the League of California Cities
  - Turlock would gain access public relations and marketing resources including the use of the HEAL cities logo
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