City Council Agenda

APRIL 23, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

choose civility
www.stancoe.org/civility

Mayor
John S. Lazar

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

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

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: City of Turlock Volunteer Recognition, accepted by Jessie Dhami
B. *Proclamation*: National Arbor Day, April 26, 2013, accepted by Allison Van Guilder
C. *Proclamation*: Bike to Work-Week, accepted by Stephen Fremming

3. A. SPECIAL BRIEFINGS

1. COMMISSION BRIEFINGS

- Arts Commission

B. STAFF UPDATES

1. Community Forums on Critical Issues *(Reid)*

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. 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 3/28/13 in the amount of $909,216.96; Demands of 4/4/13 in the amount of $614,903.02

B. *Motion*: Accepting Minutes of Regular Meeting of April 9, 2013

C. *Motion*: Accepting notification of Contract Change Order No. 3 in the amount of $48,386.72 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to $4,203,945.08

D. *Resolution*: Rescinding Resolution No. 2009-061 and adopting the amended powers, duties, and procedures for conducting Turlock Planning Commission business by changing the start time of regular meetings from 7:00 p.m. to 6:00 p.m.

E. *Resolution*: Appropriating $6,227 to account number 110-40-400.43131 "Smart Valley Places Grant Expenses" to be funded by revenue received in account number 110-40-400.34172 "Smart Valley Places Grant" and approving Amendment No. 2 to the agreement between the City of Turlock and Jarvis, Fay, Doporto, and Gibson, LLP, dated November 7, 2011

F. *Motion*: Approving the Rehabilitation Forgivable Loan #4921-EF, in the amount of $69,900, where the City of Turlock will be in third position, as prescribed by the adopted Rehabilitation Loan Policies and Procedures

G. 1. *Resolution*: Authorizing the hiring and replacement of one anticipated vacancy for Water Quality Control Division Manager and one currently vacant Regulatory Affairs Division Manager within Municipal Services through an outside recruitment following the City's Personnel System Rules & Regulations
2. *Motion*: Authorizing the filling of two mid-management positions within Municipal Services; Water Quality Control Division Manager and Regulatory Affairs Division Manager classifications through an outside recruitment following City's Personnel System Rules & Regulations

H. 1. *Motion*: Authorizing the City Manager to execute an agreement for tree trimming and maintenance services for Parks, Recreation and Public Facilities Division, on a piggy-back contract from the Modesto Irrigation District, Resolution No. 2010-96, with Trees, Inc., of Houston, Texas, without compliance to the formal bid process
2. *Motion*: Approving the service agreement with Trees, Inc., for tree trimming and maintenance services for a period of thirty-eight (38) months ending June 30, 2016, in an amount not to exceed $40,000

I. *Resolution*: Approving budget adjustments to the appropriate account numbers for the ASES Program in Fund 270 "Recreation Grants and Donations" as delineated on Attachment A to the Resolution

J. *Resolution*: Affirming the City Manager's action of having mailed a letter in support of the homebasing of the U.S. Navy's contingent of F-35C Joint Strike Fighters at Naval Air Station (NAS) Lemoore, California

K. *Motion*: Approving the service agreement with Warden's Office for the moving, dismantling and installation of new and existing Haworth products through the U.S. Communities Purchasing Program for the Turlock Public Safety Facility, in an amount not to exceed $34,610, without compliance to the formal bid procedure

L. *Resolution*: Authorizing the City Manager to begin a civic engagement process comparing the current at large election system in the City of Turlock to other systems of election for Mayor and City Council Members

6. FINAL READINGS: None

7. PUBLIC HEARINGS

A. Request to amend the Turlock Municipal Code by adding Chapter 24 "Protection of Agricultural Operations" (***Right-to-Farm***) to Title 5 and amending Sections 11-5-202, 11-5-506, and 11-6-102 regarding subdivision requirements; and establish a new policy requiring mandatory energy conditions of approval for any building exceeding 50,000 square feet in occupied space with a building permit application. *(Whitmore)*

Recommended Action:
Ordinance: Amending the Turlock Municipal Code by adding Chapter 24 "Protection of Agricultural Operations" to Title 5 and amending Sections 11-5-202, 11-5-506, and 11-6-102 regarding subdivision requirements

Resolution: Establishing mandatory energy conditions of approval for any building exceeding 50,000 square feet in occupied space with a building permit application

8. SCHEDULED MATTERS

A. Request to adopt a standardized street element and width for the 4-lane sections of the Taylor Road Expressway. *(Whitmore)*

Recommended Action:
Resolution: Adopting a standardized street element and width for the 4-lane sections of the Taylor Road Expressway

B. Request to support the issuance of a letter to the Senate Appropriations Committee (SAC) in opposition of SB7 (Steinberg), which would prohibit a current or future charter city from receiving or using state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with state prevailing wage requirements on local construction projects funded by non-state/city funds. (*Reid*)

***Recommended Action*:**
Resolution: Supporting the issuance of a letter to the Senate Appropriations Committee (SAC) in opposition of SB7 (Steinberg), which would prohibit a current or future charter city from receiving or using state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with state prevailing wage requirements on local construction projects funded by non-state/city funds

C. Request to designate Market Street, between West Main Street and South Broadway, with a new one-way street designation for eastbound traffic only and authorize the City Engineer to make the necessary changes to signs and striping. *(Pitcock)*

Recommended Action:
Resolution: Designating Market Street, between West Main Street and South Broadway, with a new one-way street designation for eastbound traffic only and authorizing the City Engineer to make the necessary changes to signs and striping

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 Labor Negotiators*, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Manager, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Payroll Coordinator, Principal Civil Engineer, Public Facilities Maintenance Manager, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality Control Division Manager

12. ADJOURNMENT

2A

IN RECOGNITION OF

CITY OF TURLOCK

VOLUNTEERS

WHEREAS, volunteers make up hundreds of individuals in our community representing a wide array of individuals volunteering in various departments throughout the City of Turlock in the following programs: Municipal Volunteer Partnership Program, Volunteers in Police Services, Reserve Police Officers, Police Explorers, Friends of Turlock Animal Services, and CSUS Internship Program; and

WHEREAS, through volunteerism within local government entities, the quality of life we have grown to rely upon and appreciate is sustained through these community partnerships; and

WHEREAS, the Volunteers in the City of Turlock programs are staffed with a group of men and women willing to serve an agency in need of their time, dedication and talents; and

WHEREAS, these individuals often serve unnoticed to the public, but are indispensable to the City of Turlock; and

WHEREAS, this City Council understands that government alone cannot solve all our society's problems and these volunteers transform and extend our limited resources into the ability to provide better service to the City of Turlock; and

WHEREAS, the Turlock City Council recognizes that two thousand eighty volunteer hours of service equals a full-time employee at a wage in excess of $40,000; and

WHEREAS, the public should be knowledgeable about volunteerism and the efforts of volunteerism improving the quality of life in our community; and

WHEREAS, this City Council does hereby recognize these men and women as true public servants who promote the highest ideals of public service to support the objectives of service to the community; who strive to set an example for others; and prove that anyone with drive and determination can be of service to their community.

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 our gratitude and admiration to the past and future members of our community to honor the dedication of these model volunteers who tirelessly give so freely of their valuable time to provide service to the citizens of Turlock.

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 23rd day of April, 2013.

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

2B

IN HONOR OF

ARBOR DAY

April 26, 2013

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, 2013 is the 141st anniversary of the holiday and Arbor Day is now observed throughout the nation and world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

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 26, 2013, as the 141st anniversary celebration of "**ARBOR DAY**" in the City of Turlock and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and encourage all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

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 23rd day of April, 2013.

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

2C

IN HONOR OF

BIKE-TO-WORK WEEK

May 13 - 17, 2013

WHEREAS, the month of May has been designated as National Bike Month by national, state, and local governments, in order to promote greater public awareness of bicycle operation and safety education in an effort to reduce accidents, injuries and fatalities; and

WHEREAS, there is a need to promote alternative forms of transportation such as walking and bicycling in order to reduce pollution, reduce America's dependence on fossil fuels, and improve the health and well-being of all people; and

WHEREAS, millions of Americans engage in cycling because it is a viable and environmentally sound form of transportation, an excellent form of physical fitness, and an effective means to improve air quality and reduce traffic congestion and noise; and

WHEREAS, bicycle commuting is an integral part of the "multi-modal" transportation system planned for by city, state, and local transportation government agencies; and

WHEREAS, the education of cyclists and motorists as to the proper and safe operation of bicycles is important to ensure the safety and comfort of all users; and

WHEREAS, the City of Turlock will host a booth in honor of Bike-to-Work Week on Friday, May 10, 2013, at the Turlock Certified Farmers' Market, located on South Broadway in front of Turlock City Hall, to increase public awareness for bicycling, educate the community about the benefits of bicycling for transportation purposes, and encourage people to try bicycle commuting.

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 May 13-17, 2013, as **"BIKE-TO-WORK WEEK"** in the City of Turlock and encourage all residents to recognize the importance of sharing our streets and highways with cyclists and to participate in cycling activities to whatever extent possible during this week.

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 23rd day of April, 2013.

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

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 3/28/13 IN THE AMOUNT OF $909,216.96; DEMANDS OF 4/4/13 IN THE AMOUNT OF $614,903.02	}	**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:
3/28/13	$909,216.96
4/4/13	$614,903.02

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 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

City of Turlock

Payment Register

From Payment Date: 3/22/2013 - To Payment Date: 3/28/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
92488	03/26/2013	Open			Accounts Payable	ARMOR FIRE EXTINGUISHER	$923.99		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$923.99			
92489	03/26/2013	Open			Accounts Payable	CENTRAL VALLEY BUSINESS	$182.97		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$37.67			
	121 - Tourism-City Share & Econ Devel			121.11000 (Cash)		$43.06			
	405 - Building			405.11000 (Cash)		$37.66			
	502 - Engineering			502.11000 (Cash)		$64.58			
92490	03/26/2013	Open			Accounts Payable	GEOANALYTICAL LAB INC	$6,772.70		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$4,204.05			
	420 - WATER			420.11000 (Cash)		$2,568.65			
92491	03/26/2013	Open			Accounts Payable	HARDER'S PRINT SHOP INC	$1,022.45		
	Paying Fund			Cash Amount		Amount			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		$1,022.45			
92492	03/26/2013	Open			Accounts Payable	HOWK SYSTEMS INC	$28,879.99		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$28,879.99			
92493	03/26/2013	Open			Accounts Payable	MADRUGA BROS ENT INC	$588.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$525.00			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$51.00			
	420 - WATER			420.11000 (Cash)		$3.00			
	502 - Engineering			502.11000 (Cash)		$9.00			
92494	03/26/2013	Open			Accounts Payable	POLYDYNE INC	$22,773.45		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$22,773.45			
92495	03/26/2013	Open			Accounts Payable	SIERRA CHEMICAL CO	$2,083.89		
	Paying Fund			Cash Amount		Amount			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$2,083.89			
92496	03/26/2013	Open			Accounts Payable	VINE & SONS INC, ER	$1,228.55		
	Paying Fund			Cash Amount		Amount			

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Payment Register

From Payment Date: 3/22/2013 - To Payment Date: 3/28/2013

	110 - General Fund		110.11000 (Cash)		$269.16	
	205 - Sports Facilities		205.11000 (Cash)		$76.31	
	217 - Streets - Gas Tax		217.11000 (Cash)		$154.01	
	246 - Landscape Assessment		246.11000 (Cash)		$98.71	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$278.93	
	420 - WATER		420.11000 (Cash)		$157.51	
	425 - Transit - Dial A Ride		425.11000 (Cash)		$154.01	
	502 - Engineering		502.11000 (Cash)		$39.91	
92497	03/26/2013	Open	Utility Management Refund	CHAPMAN, ROBERT		$240.24
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$240.24	
92498	03/26/2013	Open	Utility Management Refund	COVARRUBIAS, ELENA		$118.36
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$118.36	
92499	03/26/2013	Open	Utility Management Refund	DELIRIA, REFUGIO		$71.51
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$71.51	
92500	03/26/2013	Open	Utility Management Refund	ESPINOSA ENTERPRISES, JESSIE		$86.91
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$86.91	
92501	03/26/2013	Open	Utility Management Refund	JOHNSON, LINDELL		$182.60
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$182.60	
92502	03/26/2013	Open	Utility Management Refund	LOPEZ, MERCEDES		$73.78
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$73.78	
92503	03/26/2013	Open	Utility Management Refund	MACHADO, LUIZ		$111.50
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$111.50	
92504	03/26/2013	Open	Utility Management Refund	PEACE, DWIGHT , A		$87.57
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$87.57	

Payment Register

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92505	03/27/2013	Open	Accounts Payable	AT&T / CALNET 2	$682.70
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$208.37
	255 - CDBG		255.11000 (Cash)		$23.55
	405 - Building		405.11000 (Cash)		$37.21
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$200.95
	420 - WATER		420.11000 (Cash)		$200.95
	502 - Engineering		502.11000 (Cash)		$11.67
92506	03/27/2013	Open	Accounts Payable	FEDERAL EXPRESS	$442.14
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$361.18
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		$11.44
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$47.83
	420 - WATER		420.11000 (Cash)		$21.69
92507	03/27/2013	Open	Accounts Payable	SAFE-T-LITE CO INC	$1,865.60
	Paying Fund		Cash Amount		Amount
	121 - Tourism-City Share & Econ Devel		121.11000 (Cash)		$1,865.60
92508	03/28/2013	Open	Accounts Payable	3T EQUIPMENT CO INC	$649.43
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$649.43
92509	03/28/2013	Open	Accounts Payable	A & G SALES PROMOTION LTD	$2,403.82
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$651.42
	270 - Recreation Grants		270.11000 (Cash)		$1,752.40
92510	03/28/2013	Open	Accounts Payable	ACCOUNTEMPS INC	$349.80
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$174.90
	420 - WATER		420.11000 (Cash)		$174.90
92511	03/28/2013	Open	Accounts Payable	AECOM TECHNICAL SERVICES INC	$6,448.18
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$6,448.18
92512	03/28/2013	Open	Accounts Payable	AT&T INFO SYSTEM	$360.37
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$360.37
92513	03/28/2013	Open	Accounts Payable	AVAYA INC	$12.07
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$12.07

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92514	03/28/2013	Open	Accounts Payable	BANK OF AGRICULTURE & COMMERCE	$17,461.03
	Paying Fund		Cash Amount	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$17,461.03	
92515	03/28/2013	Open	Accounts Payable	BOBO CONSTRUCTIONS INC	$33,891.52
	Paying Fund		Cash Amount	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$33,891.52	
92516	03/28/2013	Open	Accounts Payable	CalPERS	$6,096.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$6,096.00	
92517	03/28/2013	Open	Accounts Payable	CENTRAL VALLEY BUSINESS	$7,070.96
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$2,356.98	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$2,356.98	
	420 - WATER		420.11000 (Cash)	$2,357.00	
92518	03/28/2013	Open	Accounts Payable	CHARTER COMMUNICATIONS	$1,454.92
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$49.99	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$202.46	
	420 - WATER		420.11000 (Cash)	$42.50	
	501 - Information Technology		501.11000 (Cash)	$1,159.97	
92519	03/28/2013	Open	Accounts Payable	CITY OF TURLOCK - CASH	$178.06
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$79.51	
	217 - Streets - Gas Tax		217.11000 (Cash)	$42.15	
	246 - Landscape Assessment		246.11000 (Cash)	$36.25	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$20.15	
92520	03/28/2013	Open	Accounts Payable	COUNTY BANK VISA	$7,760.21
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$6,848.51	
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)	$50.10	
	265 - Fire Department Grants		265.11000 (Cash)	$819.85	
	405 - Building		405.11000 (Cash)	$41.75	
92521	03/28/2013	Open	Accounts Payable	D C VIENT INC	$55,099.80
	Paying Fund		Cash Amount	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$55,099.80	
92522	03/28/2013	Open	Accounts Payable	DIEDE CONSTRUCTION INC	$157,149.27

Payment Register

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	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$157,149.27
92523	03/28/2013 Open		Accounts Payable	EMK ENTERPRISES	$590.00
	Paying Fund	Cash Amount			Amount
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			$590.00
92524	03/28/2013 Open		Accounts Payable	EQUIFAX	$35.66
	Paying Fund	Cash Amount			Amount
	255 - CDBG	255.11000 (Cash)			$35.66
92525	03/28/2013 Open		Accounts Payable	FRAZIER MASONRY CORP	$103,418.10
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$103,418.10
92526	03/28/2013 Open		Accounts Payable	GOMES & SONS INC, JOE M	$21,442.36
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$12,520.07
	205 - Sports Facilities	205.11000 (Cash)			$250.46
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,414.26
	246 - Landscape Assessment	246.11000 (Cash)			$1,268.15
	405 - Building	405.11000 (Cash)			$64.33
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,492.67
	420 - WATER	420.11000 (Cash)			$2,253.46
	425 - Transit - Dial A Ride	425.11000 (Cash)			$1,178.96
92527	03/28/2013 Open		Accounts Payable	GRAHAM PREWETT INC	$6,471.90
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$6,471.90
92528	03/28/2013 Open		Accounts Payable	ITRON INC	$912.46
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$912.46
92529	03/28/2013 Open		Accounts Payable	JCS PROPERTIES INC	$1,265.55
	Paying Fund	Cash Amount			Amount
	625 - Successor Agency - LMI	625.11000 (Cash)			$1,265.55
92530	03/28/2013 Open		Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	$2,019.30
	Paying Fund	Cash Amount			Amount
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$2,019.30
92531	03/28/2013 Open		Accounts Payable	KONE INC	$32,081.40
	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$32,081.40

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92532	03/28/2013	Open	Accounts Payable	MAGIC SANDS MOBILE HOME	$252.54
	Paying Fund		Cash Amount	Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)	$252.54	
92533	03/28/2013	Open	Accounts Payable	MULBERRY MOBILE PARK	$156.98
	Paying Fund		Cash Amount	Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)	$156.98	
92534	03/28/2013	Open	Accounts Payable	MUNIQUIP LLC	$660.57
	Paying Fund		Cash Amount	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$660.57	
92535	03/28/2013	Open	Accounts Payable	NEO GOV	$1,500.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$1,500.00	
92536	03/28/2013	Open	Accounts Payable	NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER	$2,905.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$2,905.00	
92537	03/28/2013	Open	Accounts Payable	P G & E	$473.60
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$473.60	
92538	03/28/2013	Open	Accounts Payable	PATRIAS ELEC CONT, DARRAL	$74,942.46
	Paying Fund		Cash Amount	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$74,942.46	
92539	03/28/2013	Open	Accounts Payable	QUAD KNOPF INC	$3,674.20
	Paying Fund		Cash Amount	Amount	
	305 - Capital Facility Fees		305.11000 (Cash)	$3,674.20	
92540	03/28/2013	Open	Accounts Payable	RAMONT'S TOW SERVICE	$300.00
	Paying Fund		Cash Amount	Amount	
	426 - Transit - BLAST		426.11000 (Cash)	$300.00	
92541	03/28/2013	Open	Accounts Payable	RECYCLE AWAY LLC	$2,230.99
	Paying Fund		Cash Amount	Amount	
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)	$2,230.99	
92542	03/28/2013	Open	Accounts Payable	ROMEO MEDICAL CLINIC	$1,312.82
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$802.82	
	217 - Streets - Gas Tax		217.11000 (Cash)	$68.00	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$442.00	
92543	03/28/2013	Open	Accounts Payable	SECURE DELIVERY	$123.00

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	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$123.00	
92544	03/28/2013	Open	Accounts Payable	SOUTHWEST SCHOOL &		$3.16
	Paying Fund		Cash Amount		Amount	
	270 - Recreation Grants		270.11000 (Cash)		$3.16	
92545	03/28/2013	Open	Accounts Payable	STANISLAUS CO PLANNING		$112.81
	Paying Fund		Cash Amount		Amount	
	256 - Stanislaus Housing Consortia		256.11000 (Cash)		$112.81	
92546	03/28/2013	Open	Accounts Payable	T I D		$144,991.55
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$4,038.40	
	216 - Streets - Local Transportation		216.11000 (Cash)		$25,215.33	
	305 - Capital Facility Fees		305.11000 (Cash)		$847.27	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$110,383.05	
	420 - WATER		420.11000 (Cash)		$4,429.01	
	426 - Transit - BLAST		426.11000 (Cash)		$78.49	
92547	03/28/2013	Open	Accounts Payable	TARLTON & SON INC		$124,049.70
	Paying Fund		Cash Amount		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$124,049.70	
92548	03/28/2013	Open	Accounts Payable	TURLOCK UNIFIED		$81.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$81.00	
92549	03/28/2013	Open	Accounts Payable	WATER ENVIRONMENT FEDRATION		$415.00
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$415.00	
92550	03/28/2013	Open	Accounts Payable	WESTERN VIEW MOBILE RANCH		$2,712.88
	Paying Fund		Cash Amount		Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)		$2,712.88	
92551	03/28/2013	Open	Accounts Payable	WESTFORK ESTATES		$614.60
	Paying Fund		Cash Amount		Amount	
	625 - Successor Agency - LMI		625.11000 (Cash)		$614.60	
92552	03/28/2013	Open	Accounts Payable	WM LAMPTRACKER INC		$1,534.50
	Paying Fund		Cash Amount		Amount	
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		$1,534.50	
92553	03/28/2013	Open	Accounts Payable	ARGUETA, JUAN		$162.00
	Paying Fund		Cash Amount		Amount	

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	110 - General Fund		110.11000 (Cash)		$162.00	
92554	03/28/2013	Open	Accounts Payable	BAWCUM, JESSE		$290.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$290.00	
92555	03/28/2013	Open	Accounts Payable	COURTYARD MARRIOTT FRESNO YOSEMITE		$284.76
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$284.76	
92556	03/28/2013	Open	Accounts Payable	COURTYARD MARRIOTT FRESNO YOSEMITE		$284.76
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$284.76	
92557	03/28/2013	Open	Accounts Payable	COURTYARD MARRIOTT FRESNO YOSEMITE		$284.76
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$284.76	
92558	03/28/2013	Open	Accounts Payable	FESS PARKER SANTA BARBARA DOUBLETREE		$480.82
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$480.82	
92559	03/28/2013	Open	Accounts Payable	FESS PARKER SANTA BARBARA DOUBLETREE		$384.66
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$384.66	
92560	03/28/2013	Open	Accounts Payable	FRESNO CITY COLLEGE		$150.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$150.00	
92561	03/28/2013	Open	Accounts Payable	GIOVACCHINI, GINA		$162.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$162.00	
92562	03/28/2013	Open	Accounts Payable	HERNANDEZ, DOMINIC		$162.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$162.00	
92563	03/28/2013	Open	Accounts Payable	HILTON GARDEN INN FAIRFIELD		$448.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$448.00	
92564	03/28/2013	Open	Accounts Payable	HILTON GARDEN INN FAIRFIELD		$448.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$448.00	

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92565	03/28/2013	Open	Accounts Payable	HORN, MATT		$110.00
	Paying Fund		Cash Amount		Amount	
	265 - Fire Department Grants		265.11000 (Cash)		$110.00	
92566	03/28/2013	Open	Accounts Payable	INDERBITZEN, PAUL		$290.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$290.00	
92567	03/28/2013	Open	Accounts Payable	JONES & MAYER		$50.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$50.00	
92568	03/28/2013	Open	Accounts Payable	LAZAR, JOHN		$99.94
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$99.94	
92569	03/28/2013	Open	Accounts Payable	LEWIS, MAYRA		$98.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$98.00	
92570	03/28/2013	Open	Accounts Payable	MANJARREZ, FERNANDO		$877.86
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$877.86	
92571	03/28/2013	Open	Accounts Payable	MCROY-WILBUR COMMUNITIES		$660.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,100.00	
	420 - WATER		420.11000 (Cash)		($440.00)	
92572	03/28/2013	Open	Accounts Payable	MCROY-WILBUR COMMUNITIES		$660.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,100.00	
	420 - WATER		420.11000 (Cash)		($440.00)	
92573	03/28/2013	Open	Accounts Payable	MCROY-WILBUR COMMUNITIES		$660.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,100.00	
	420 - WATER		420.11000 (Cash)		($440.00)	
92574	03/28/2013	Open	Accounts Payable	MCROY-WILBUR COMMUNITIES		$660.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,100.00	
	420 - WATER		420.11000 (Cash)		($440.00)	
92575	03/28/2013	Open	Accounts Payable	MCROY-WILBUR COMMUNITIES		$660.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,100.00	

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	420 - WATER		420.11000 (Cash)		($440.00)	
92576	03/28/2013	Open		Accounts Payable	MCROY-WILBUR COMMUNITIES	$660.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,100.00	
	420 - WATER		420.11000 (Cash)		($440.00)	
92577	03/28/2013	Open		Accounts Payable	PACHECO, MIGUEL	$118.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$118.00	
92578	03/28/2013	Open		Accounts Payable	PACIFIC INSTITUTE OF DEFENSIVE TACTICS	$554.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$554.00	
92579	03/28/2013	Open		Accounts Payable	ROBINSON, CODY	$1,120.37
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,120.37	
92580	03/28/2013	Open		Accounts Payable	RODRIGUEZ, IAN	$290.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$290.00	
92581	03/28/2013	Open		Accounts Payable	SOUSA, MARY	$138.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$138.00	
92582	03/28/2013	Open		Accounts Payable	STAPLER, MICHAEL	$636.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$636.00	
92583	03/28/2013	Open		Accounts Payable	UNION PACIFIC RAILROAD COMPANY	$1,000.00
	Paying Fund		Cash Amount		Amount	
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		$1,000.00	
92584	03/28/2013	Open		Accounts Payable	VAGABOND INN SACRAMENTO	$188.60
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$188.60	
92585	03/28/2013	Open		Accounts Payable	WASDEN, ROY	$56.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$56.00	
Type Check Totals:				98 Transactions		$909,216.96

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount

	Open	98	$909,216.96	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	98	$909,216.96	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	98	$909,216.96	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	98	$909,216.96	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	**98**	**$909,216.96**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**98**	**$909,216.96**	**$0.00**

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	**98**	**$909,216.96**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**
	Voided	**0**	**$0.00**	**$0.00**
	Stopped	**0**	**$0.00**	**$0.00**
	Total	**98**	**$909,216.96**	**$0.00**

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
92586	03/29/2013	Open			Licensing Refund	A&C JANITORIAL	$31.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$31.00			
92587	03/29/2013	Open			Licensing Refund	ADT LLC	$230.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$230.00			
92588	03/29/2013	Open			Licensing Refund	C.V.C.S. - CENTRAL VALLEY COMMERCIAL SERVICES	$155.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$155.00			
92589	03/29/2013	Open			Licensing Refund	CUSTOM MARBLE & ONYX	$141.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$141.00			
92590	03/29/2013	Open			Licensing Refund	LUCAS BUSINESS SYSTEMS ASTRO BUSINESS TECHNOLOGIES	$211.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$211.00			
92591	03/29/2013	Open			Licensing Refund	MAJOR-SYSCO FOOD SERVICES INC	$882.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$882.00			
92592	03/29/2013	Open			Licensing Refund	NCR CORP	$148.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$148.00			
92593	03/29/2013	Open			Licensing Refund	OSBORNE, TEENA, L	$105.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$105.00			
92594	03/29/2013	Open			Licensing Refund	ROLFE CONSTRUCTION	$62.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$62.00			
92595	03/29/2013	Open			Licensing Refund	TURLOCK DOOR & WINDOW INC	$92.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$92.00			
92596	04/01/2013	Open			Accounts Payable	COMBINED BENEFITS ADMIN C	$145,597.72		

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	Paying Fund		Cash Amount		Amount	
	511 - Health Insurance		511.11000 (Cash)		$145,597.72	
92597	04/01/2013	Open	Accounts Payable	GROSSMAN,CARLO		$204.00
	Paying Fund		Cash Amount		Amount	
	501 - Information Technology		501.11000 (Cash)		$204.00	
92598	04/01/2013	Open	Accounts Payable	LOURENCO, DANIEL		$204.00
	Paying Fund		Cash Amount		Amount	
	501 - Information Technology		501.11000 (Cash)		$204.00	
92599	04/01/2013	Open	Accounts Payable	WILSON, EUGENE , S		$15,000.00
	Paying Fund		Cash Amount		Amount	
	512 - Casualty Insurance		512.11000 (Cash)		$15,000.00	
92600	04/02/2013	Open	Utility Management Refund	GUSTAFSON, AMBER		$130.00
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$130.00	
92601	04/02/2013	Open	Utility Management Refund	HERRERA, MELISSA		$233.05
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$233.05	
92602	04/02/2013	Open	Utility Management Refund	NORTON, JIMMIE, J		$177.90
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1.10	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1.43	
	420 - WATER		420.11000 (Cash)		$175.37	
92603	04/04/2013	Open	Utility Management Refund	GAUCI, OLGA		$112.75
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$112.75	
92604	04/04/2013	Open	Accounts Payable	A & A PORTABLES INC		$176.08
	Paying Fund		Cash Amount		Amount	
	301 - Capital Improvement		301.11000 (Cash)		$176.08	
92605	04/04/2013	Open	Accounts Payable	ACCOUNTEMPS INC		$349.80
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$174.90	
	420 - WATER		420.11000 (Cash)		$174.90	
92606	04/04/2013	Open	Accounts Payable	AFLAC		$4,513.96
	Paying Fund		Cash Amount		Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)		$4,513.96	

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92607	04/04/2013	Open	Accounts Payable	AIRGAS NCN		$649.51
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$649.51	
92608	04/04/2013	Open	Accounts Payable	ALL VALLEY SMOG INC		$24.75
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$24.75	
92609	04/04/2013	Open	Accounts Payable	AMERICAN MESSAGING		$94.49
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$94.49	
92610	04/04/2013	Open	Accounts Payable	AMERICAN MESSAGING		$137.48
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$137.48	
92611	04/04/2013	Open	Accounts Payable	AMERICAN SEALS WEST INC		$146.60
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$146.60	
92612	04/04/2013	Open	Accounts Payable	ANIMAL CARE EQUIP & SVCS		$528.60
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$528.60	
92613	04/04/2013	Open	Accounts Payable	ARMOR FIRE EXTINGUISHER		$500.46
	Paying Fund		Cash Amount		Amount	
	425 - Transit - Dial A Ride		425.11000 (Cash)		$284.16	
	426 - Transit - BLAST		426.11000 (Cash)		$216.30	
92614	04/04/2013	Open	Accounts Payable	AT&T / CALNET 2		$4,673.15
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$3,563.53	
	205 - Sports Facilities		205.11000 (Cash)		$38.21	
	255 - CDBG		255.11000 (Cash)		$52.55	
	405 - Building		405.11000 (Cash)		$40.41	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$430.19	
	420 - WATER		420.11000 (Cash)		$274.73	
	426 - Transit - BLAST		426.11000 (Cash)		$66.79	
	501 - Information Technology		501.11000 (Cash)		$86.03	
	502 - Engineering		502.11000 (Cash)		$22.90	
	505 - Fleet		505.11000 (Cash)		$97.81	
92615	04/04/2013	Open	Accounts Payable	AT&T MOBILITY		$2,903.22
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$2,423.96	

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$220.43	
	501 - Information Technology	501.11000 (Cash)		$258.83	
92616	04/04/2013 Open		Accounts Payable	AVID IDENTIFICATION INC	$708.75
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$708.75	
92617	04/04/2013 Open		Accounts Payable	BONANDER PONTIAC INC	$60.81
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$6.19	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$54.62	
92618	04/04/2013 Open		Accounts Payable	CALIFORNIA URBAN WATER	$3,491.49
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$3,491.49	
92619	04/04/2013 Open		Accounts Payable	CENTRAL VALLEY CONCRETE	$227.74
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$227.74	
92620	04/04/2013 Open		Accounts Payable	CHAMPION INDUSTRIAL	$382.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$132.00	
	501 - Information Technology	501.11000 (Cash)		$250.00	
92621	04/04/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$128,820.95
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$128,820.95	
92622	04/04/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN-	$4,910.38
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$4,910.38	
92623	04/04/2013 Open		Accounts Payable	COMBINED BENEFITS ADMIN/	$1,589.82
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$1,589.82	
92624	04/04/2013 Open		Accounts Payable	COMMUNITY VETERINARY CLIN	$595.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$595.00	
92625	04/04/2013 Open		Accounts Payable	COSTCO	$868.66
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$393.45	
	266 - Police Services Grants	266.11000 (Cash)		$124.61	
	270 - Recreation Grants	270.11000 (Cash)		$350.60	
92626	04/04/2013 Open		Accounts Payable	COUNTRY FORD TRUCKS INC	$600.69

City of Turlock

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	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$119.14	
	217 - Streets - Gas Tax	217.11000 (Cash)			$424.51	
	246 - Landscape Assessment	246.11000 (Cash)			$57.04	
92627	04/04/2013 Open		Accounts Payable	CUMMINS WEST INC		$1,787.61
	Paying Fund	Cash Amount			Amount	
	426 - Transit - BLAST	426.11000 (Cash)			$1,787.61	
92628	04/04/2013 Open		Accounts Payable	CWEA		$140.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$140.00	
92629	04/04/2013 Open		Accounts Payable	DELTA WIRELESS & NETWORK		$267.77
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$267.77	
92630	04/04/2013 Open		Accounts Payable	DEPT OF PUBLIC HEALTH		$2,835.00
	Paying Fund	Cash Amount			Amount	
	420 - WATER	420.11000 (Cash)			$2,835.00	
92631	04/04/2013 Open		Accounts Payable	DOWNEY BRAND ATTORNEYS		$1,533.58
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$592.00	
	420 - WATER	420.11000 (Cash)			$941.58	
92632	04/04/2013 Open		Accounts Payable	EQUIFAX		$29.12
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$29.12	
92633	04/04/2013 Open		Accounts Payable	FARIA, JAMIE		$376.00
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$377.50	
	110 - General Fund	110.11000 (Cash)			($1.50)	
92634	04/04/2013 Open		Accounts Payable	FRANCHISE TAX BOARD		$438.42
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$439.92	
	110 - General Fund	110.11000 (Cash)			($1.50)	
92635	04/04/2013 Open		Accounts Payable	GARTON TRACTOR INC		$17.95
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$17.95	
92636	04/04/2013 Open		Accounts Payable	HUNTINGTON COURT REPORTER		$874.86
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$874.86	

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92637	04/04/2013	Open	Accounts Payable	ING LIFE INSURANCE AND	$121.34
	Paying Fund		Cash Amount	Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)	$121.34	
92638	04/04/2013	Open	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	$12,938.50
	Paying Fund		Cash Amount	Amount	
	415 - Sewer Bond Projects		415.11000 (Cash)	$12,938.50	
92639	04/04/2013	Open	Accounts Payable	LEGUIRA LAW FIRM, GINA	$3,600.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$3,600.00	
92640	04/04/2013	Open	Accounts Payable	LEHIGH HANSON INC	$291.65
	Paying Fund		Cash Amount	Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)	$291.65	
92641	04/04/2013	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	$1,204.94
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$616.91	
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)	$6.14	
	255 - CDBG		255.11000 (Cash)	$60.75	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$437.77	
	502 - Engineering		502.11000 (Cash)	$83.37	
92642	04/04/2013	Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL	$1,012.00
	Paying Fund		Cash Amount	Amount	
	203 - Animal Fee Forfeiture		203.11000 (Cash)	$1,012.00	
92643	04/04/2013	Open	Accounts Payable	P G & E	$8.69
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$8.69	
92644	04/04/2013	Open	Accounts Payable	PACIFIC VALLEY ROOF INC	$938.40
	Paying Fund		Cash Amount	Amount	
	112 - Capital Purchases		112.11000 (Cash)	$938.40	
92645	04/04/2013	Open	Accounts Payable	PRECISION CUSTOM WIRING	$3,448.97
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$448.13	
	112 - Capital Purchases		112.11000 (Cash)	$3,000.84	
92646	04/04/2013	Open	Accounts Payable	PUBLIC ENGINES, INC.	$2,187.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$2,187.00	
92647	04/04/2013	Open	Accounts Payable	PVP COMMUNICATIONS INC	$920.36

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From Payment Date: 3/29/2013 - To Payment Date: 4/4/2013

	Paying Fund	Cash Amount		Amount	
	266 - Police Services Grants	266.11000 (Cash)		$920.36	
92648	04/04/2013 Open		Accounts Payable	RUBBER BARK INC	$79,974.09
	Paying Fund	Cash Amount		Amount	
	269 - Parks & Public Facilities Grants	269.11000 (Cash)		$79,974.09	
92649	04/04/2013 Open		Accounts Payable	SALLY SWANSON ARCHITECTS INC	$5,299.00
	Paying Fund	Cash Amount		Amount	
	301 - Capital Improvement	301.11000 (Cash)		$5,299.00	
92650	04/04/2013 Open		Accounts Payable	SHELL FLEET PLUS	$177.11
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$177.11	
92651	04/04/2013 Open		Accounts Payable	SIERRA CHEMICAL CO	$4,167.79
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$4,167.79	
92652	04/04/2013 Open		Accounts Payable	SIERRA FOOTHILL LAB INC	$275.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$275.00	
92653	04/04/2013 Open		Accounts Payable	STANISLAUS CO ENV RES	$1,430.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,430.00	
92654	04/04/2013 Open		Accounts Payable	STANISLAUS COUNTY	$132.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$132.00	
92655	04/04/2013 Open		Accounts Payable	SUPPORT PAYMENT CLEARING	$439.13
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$440.13	
	110 - General Fund	110.11000 (Cash)		($1.00)	
92656	04/04/2013 Open		Accounts Payable	T I D	$64,045.83
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,670.29	
	205 - Sports Facilities	205.11000 (Cash)		$4,038.58	
	216 - Streets - Local Transportation	216.11000 (Cash)		$12,334.89	
	305 - Capital Facility Fees	305.11000 (Cash)		$606.72	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$5,043.11	
	420 - WATER	420.11000 (Cash)		$37,045.31	
	426 - Transit - BLAST	426.11000 (Cash)		$475.89	

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	505 - Fleet	505.11000 (Cash)		$2,831.04	
92657	04/04/2013 Open		Accounts Payable	TERRA RENEWAL WEST LLC	$19,573.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$19,573.00	
92658	04/04/2013 Open		Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	$19,931.50
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$19,931.50	
92659	04/04/2013 Open		Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$1,470.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$1,470.00	
92660	04/04/2013 Open		Accounts Payable	TURLOCK TRANSFER INC	$36.98
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$36.98	
92661	04/04/2013 Open		Accounts Payable	UNITED RESOURCE SYSTEMS INC	$116.39
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$37.94	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$44.93	
	420 - WATER	420.11000 (Cash)		$33.52	
92662	04/04/2013 Open		Accounts Payable	V & V MFG INC	$142.24
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$142.24	
92663	04/04/2013 Open		Accounts Payable	VERIZON WIRELESS	$1,063.85
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,063.85	
92664	04/04/2013 Open		Accounts Payable	VETERINARY MED CTR INC	$790.00
	Paying Fund	Cash Amount		Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$790.00	
92665	04/04/2013 Open		Accounts Payable	VINE & SONS INC, ER	$1,565.08
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$261.25	
	205 - Sports Facilities	205.11000 (Cash)		$15.72	
	217 - Streets - Gas Tax	217.11000 (Cash)		$226.38	
	246 - Landscape Assessment	246.11000 (Cash)		$72.23	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$158.30	
	420 - WATER	420.11000 (Cash)		$55.28	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$115.55	
	426 - Transit - BLAST	426.11000 (Cash)		$650.30	

	502 - Engineering		502.11000 (Cash)		$10.07	
92666	04/04/2013	Open	Accounts Payable	WE CARE PROGRAM		$1,250.00
	Paying Fund		Cash Amount		Amount	
	255 - CDBG		255.11000 (Cash)		$1,250.00	
92667	04/04/2013	Open	Accounts Payable	WEST COAST SAND & GRAVEL		$3,230.20
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3,230.20	
92668	04/04/2013	Open	Accounts Payable	ZALCO LABORATORIES INC		$450.00
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$450.00	
92669	04/04/2013	Open	Accounts Payable	ZALREICH CHEMICAL CO INC		$51,969.86
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$51,969.86	
92670	04/04/2013	Open	Accounts Payable	CERES EARTHQUAKES FC		$42.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		($18.00)	
	205 - Sports Facilities		205.11000 (Cash)		$60.00	
92671	04/04/2013	Open	Accounts Payable	CHICAGO TITLE CO		$147.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$147.00	
92672	04/04/2013	Open	Accounts Payable	DELLABARCA DESIGN& BLDG		$1,350.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,350.00	
92673	04/04/2013	Open	Accounts Payable	MORENO, ERNESTO		$192.00
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$192.00	
Type Check Totals:			88 Transactions			$614,903.02

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	$614,903.02	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	88	$614,903.02	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount

City of Turlock

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	Open	88	$614,903.02	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	88	$614,903.02	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	$614,903.02	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	88	$614,903.02	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	88	$614,903.02	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	88	$614,903.02	$0.00

5B

APRIL 9, 2013
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

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1. A. CALL TO ORDER –Mayor Lazar called the meeting to order at 6:02 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 Kelly Ferrini of the Stanislaus County Library in honor of National Library Week, April 14 - 20, 2013. Ms. Ferrini provided information about upcoming programs at the library.

B. Mayor Lazar presented a Proclamation to Lemonade Day Assistant Director Darla Nelson in honor of Lemonade Day, May 18, 2013. Ms. Nelson presented information about the program, including the life skills it teaches, program history, and how to participate.

C. Environmental Compliance Inspector Dan Frisch recognized Chief Engineer Yancy Hopper of Sunnyside Farms Turlock Dairy Division, Super Store Industries, on being named 2012 Northern California Large Facility of the Year by the California Water Environment Association.

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. Development Services Director Mike Pitcock provided an update on capital projects and development activity, including building permit tracking, the Golden State Blvd. Median Project, Clinton Road Sewer Lift Station, and the Tegner Lift Station Upgrade. Mr. Pitcock also answered questions and provided information to Council regarding the intersection of Christoffersen Parkway/Fosberg Road, timeline for the signal light on Fosberg Road, Caltrans funding/approval process, and initial results of the new building fee structure.

C. PUBLIC PARTICIPATION: None

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

5. CONSENT CALENDAR:
Mayor Lazar asked that Consent Calendar Item 5J be pulled for separate consideration as requested by Councilmember Bublak.

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

DRAFT

A. **Resolution No. 2013-054** Accepting Demands of 3/7/13 in the amount of $805,489.03; Demands of 3/14/13 in the amount of $2,202,545.01; Demands of 3/21/13 in the amount of $1,950,195.76

B. *Motion*: Accepting Minutes of Regular Meeting of March 26, 2013

C. *Motion*: Rejecting all bids submitted for City Project No. 11-42, "Fulkerth Water Tank and Pump Station"

D. 1. *Motion*: Approving Contract Change Order No. 1 (Final) for the credit of $19,230 (Fund 420) for City Project No. 12-19, "Angelus Street Waterline Replacement," bringing the contract total to $160,532

2. *Motion*: Accepting improvements for City Project No. 12-19, "Angelus Street Waterline Replacement," and authorizing the City Engineer to file a Notice of Completion

E. 1. *Motion*: Directing the City Engineer to reimburse Genesis Family Enterprises for park land fees paid for the recordation of Subdivision Map 2005-05 (Turlock Village Subdivision) in the amount of $267,197 in Neighborhood Park Land Fees and $133,599 in Community Park Land Fees

2. **Resolution No. 2013-055** Appropriating $267,197 from reserves in Fund 228 "Park Development Tax – Neighborhood Park" to account number 228-60-606.47060 "Prior Year Reimbursements" and $133,599 from reserves in Fund 228 "Park Development Tax – Community Park" to account number 228-60-608.47060 "Prior Year Reimbursements"

F. *Motion*: Awarding bid and approving an agreement in the amount of $90,837 with Hensley's Paving & General Engineering, Inc., of Hickman, California, for City Project No.12-57, "Soderquist Sidewalk Improvements Phase 2"

G. *Motion*: Accepting notification of Contract Change Order No. 4 in the amount of $31,322 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 7 – Framing, Drywall, and Plaster, bringing the contract total to $2,516,657

H. **Resolution No. 2013-056** Approving the 2012 General Plan Implementation Report

I. **Resolution No. 2013-057** Authorizing the retention and release of property from Police Property and Evidence for City acquisition and auction through PropertyRoom.com

J. *Removed for separate consideration*

K. *Motion*: Rejecting Claim for Damages filed by Pamela Bills

Item 5J City Manager Wasden explained this item was removed from the Consent Calendar due to the fact it was not unanimously supported by Council, necessitating a separate vote.

Action: **Resolution No. 2013-058** Appropriating $15,000 from the Reserve Balance in Fund 152 "Casualty Insurance" to account number 512-10-152.47078 "Litigation" for the payment of attorney's fees regarding the settlement of Clean Energy Committee vs. City of Turlock, Stanislaus County Superior Court Case No. 679369, was introduced by Councilmember White, seconded by Councilmember DeHart, and carried with Councilmember Bublak dissenting.

6. FINAL READINGS: None

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

A. Parks, Recreation & Community Facilities Manager Allison Van Guilder presented the staff report on the request to approve the purchase of five (5) 2013 Chevrolet 2500 HD Regular Silverado pickup trucks with utility body from Smith Chevrolet Cadillac, Inc., of Turlock, California for the Parks, Recreation, and Public Facilities Division and the Municipal Services Department. Mayor Lazar noted a green sheet to this item.

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

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, Approving the purchase of five (5) 2013 Chevrolet 2500 HD Regular Silverado pickup trucks with utility body from Smith Chevrolet Cadillac, Inc., of Turlock, California, for the Parks, Recreation, and Public Facilities Division and the Municipal Services Department, in an amount not to exceed $132,265. Motion carried unanimously.

B. Interim Assistant to the City Manager/Police Lieutenant Ron Reid presented the staff report on the request to authorize staff to submit an amended San Joaquin Valley Air Pollution Control District (SJVAPCD) grant application in the amount of $98,861.92 for the acquisition of four (4) fully funded 2013 Trikke Tribred Patrol electric scooter vehicles and four (4) partially funded 2013 Ford Fusion plug-in hybrid vehicles.

Council and staff discussion included the reason for the amendment being that all vehicles included in the grant request now need to be plug-in hybrids.

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

Action: **Resolution No. 2013-059** Authorizing staff to submit an amended San Joaquin Valley Air Pollution Control District (SJVAPCD) grant application in the amount of $98,861.92 for the acquisition of four (4) fully funded 2013 Trikke Tribred Patrol electric scooter vehicles at $3,449 per vehicle ($4,715.48 per vehicle including accessories and shipping) and four (4) partially funded 2013 Ford Fusion plug-in hybrid vehicles with grant funding of up to $20,000 per vehicle, of the $31,188 total per vehicle cost was introduced by Councilmember White, seconded by Councilmember DeHart, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Bublak recently attended the Tournament of Champions CSU Stanislaus Warriors Women's Softball Tournament held at Pedretti Park. She indicated she learned there is a push to move the tournament to Las Vegas. Councilmember Bublak asked for consideration of collaboration between the Turlock Chamber of Commerce, Convention and Visitors Bureau, and the City of Turlock to work together to keep the tournament local. City Manager Roy Wasden indicated he would follow-up regarding this matter.

10. COUNCIL COMMENTS:

Mayor Lazar commented about the new technology being utilized by Councilmembers White and DeHart through their use of iPads displaying their Council agenda packet.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session items.

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

Action: Council provided direction to staff.

B. *Conference with Labor Negotiators*, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Manager, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Payroll Coordinator, Principal Civil Engineer, Public Facilities Maintenance Manager, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality Control Division Manager

Action: No reportable action.

12. ADJOURNMENT:

Motion by Councilmember Bublak, seconded by Councilmember DeHart, to adjourn at 6:30 p.m.. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____
Kellie E. Weaver
City Clerk

5C

Council Synopsis

April 23, 2013

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 3 in the amount of $48,386.72 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to $4,203,945.08

2. DISCUSSION OF ISSUE:

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

Change Order History	Amount	City Council Meeting
Original Contract	$4,255,614	2/1/11
Change Order No. 1	($122,759)	1/10/12
Change Order No. 2	$22,703.36	2/12/13
Change Order No. 3	$48,386.72	4/23/13
Adjusted Contract Total	$4,203,945.08	

Description of change order:

Change order No. 3 includes 7 items:

1) Remove and replace conduits at Elevator equipment room 201 in the amount of $638. Closet was not deep enough and space was reconfigured.

2) Provide and install housing to separate the projector in Room 198 from the return air source per RFI 399 in the amount of $3,167.

3) Install in Juvenile Cell Room 158 a buzzer to signal when the door is opened and to illuminate the spare indicator light on the graphic panel in

the amount of $1,940. The Board of Corrections has disallowed the lock on the juvenile cell door.

4) Remove and reinstall conduit to Doors 112 and 183 to make ADA adjustments in the amount of $158.

5) Install disconnect for temporary elevator power in the amount of $273.

6) Provide and install in elevator equipment closets a light and switch, and fire alarm devices per RFI 397 in the amount of $2,271.

7) Per ASI #040, provide and install 3 Extron Pole Vault Systems in Rooms 168, 198, and 219 in the amount of $39,940. This will provide audio and communication capabilities for a future video projector system. Price includes credit requested on ASI #040 and the added HDMI connections.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative C. PUBLIC SAFETY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of $4,155,558.36 will be increased in the amount of $48,386.72, bringing the total contract to $4,203,945.08 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

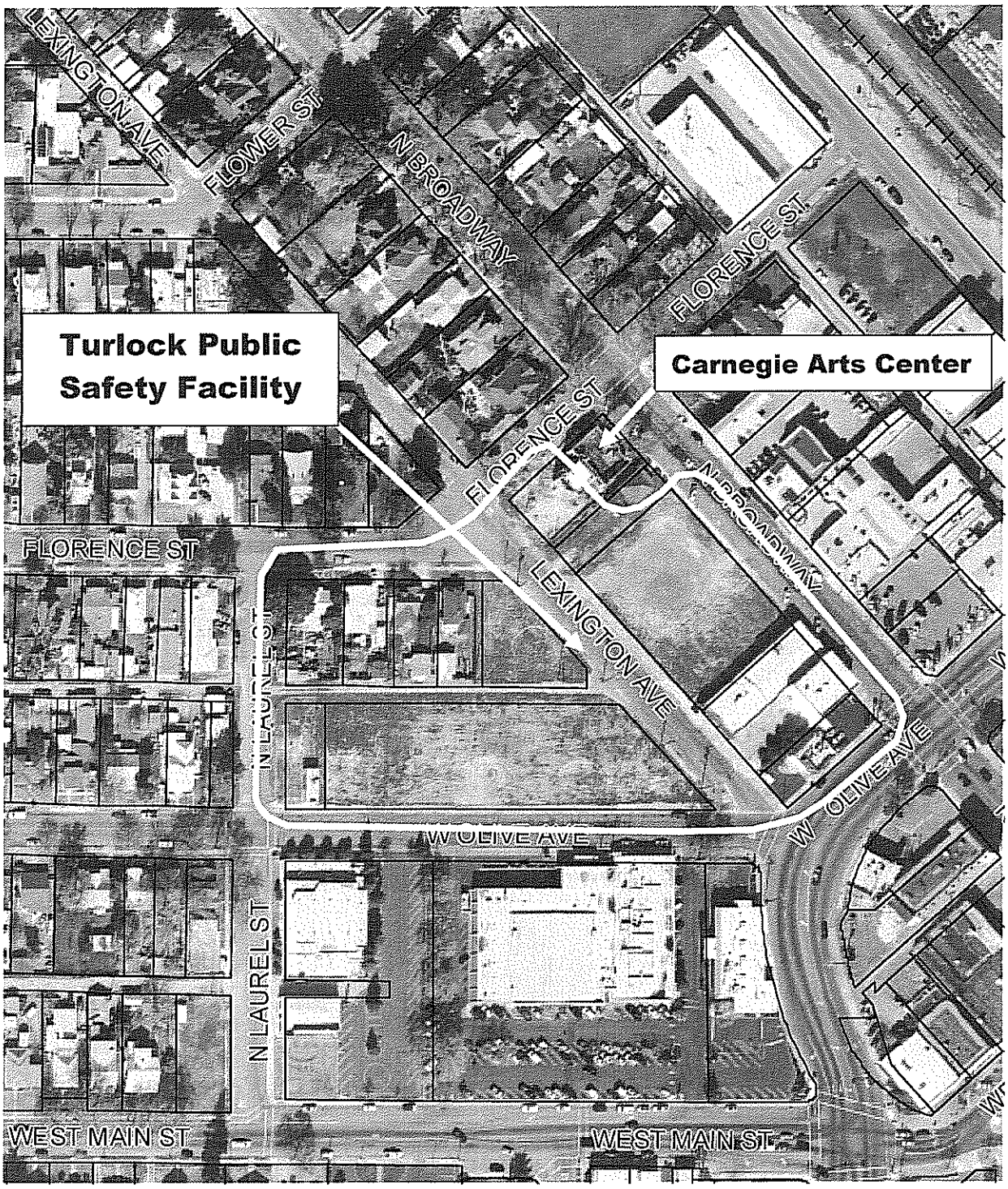
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 3. This option is not recommended by City Staff since the changes are necessary to construct the electrical system for the Turlock Public Safety Facility.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Darrale Patrias Electrical Contractor,	Project Name:	Turlock Public Safety Facility
2480 N. Walnut Rd.	Project No.:	0804B - Category 13
Turlock, CA 95382	Awarded on:	February 1, 2011
209-632-6196	Original Contract Amount:	$4,255,614.00
	Increase to contract:	$48,386.72
Change Order No. 3	Increase percentage:	1.1%
	Increase of previous CCOs:	($100,055.64)
	Cumulative percentage:	-1.2%
	New Contract Total:	$4,203,945.08

Description of change order:

1	Remove and replace conduits at Elevator equipment room 201. Closet was not deep enough and space was reconfigured.	$ 637.72
2	Provide and install housing to separate the projector in Room 198 from the return air source per RFI 399.	$ 3,167.65
3	Install in Juvenile Cell Room 158 a buzzer to signal when the door is opened and to illuminate the spare indicator light on the graphic panel.	$ 1,940.04
4	Remove and reinstall conduit to Doors 112 and 183 to make ADA adjustments.	$ 157.76
5	Install disconnect for temporary elevator power.	$ 272.78
6	Provide and install in elevator equipment closets a light and switch, and fire alarm devices per RFI 397.	$ 2,270.99
7	Per ASI #040, provide and install 3 Extron Pole Vault Systems in Rooms 168, 198, and 219. Price includes credit requested on ASI #040 and the added HDMI	$ 39,939.78
		$ 48,386.72

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

Approved: _____

Michael G. Pitcock, Director of Development Services — Date
City Engineer

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

Recommended: _____

Michael G. Pitcock, Director of Development Services — Date
City Engineer

Approved: _____

Roy W. Wasden, City Manager — Date

[ ] ***Change order >5% of contract: Recommended by City Engineer and City Manager; Approved by City council.***

Recommended: _____

Michael G. Pitcock, Director of Development Services — Date

CONTRACT CHANGE ORDER

Date Issued: 23-Apr-13 **Change Order No.:** 3
Project Name: Turlock Public Safety Facility

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

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

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

	ITEM	Unit:	Quantity:	Unit Price:	Total:
1	Remove and replace conduits at Elevator equipment room 201. Closet was not deep enough and space was reconfigured.	LS	1	$637.72	$637.72
2	Provide and install housing to separate the projector in Room 198 from the return air source per RFI 399.	LS	1	$3,167.65	$3,167.65
3	Install in Juvenile Cell Room 158 a buzzer to signal when the door is opened and to illuminate the spare indicator light on the graphic panel.	LS	1	$1,940.040	$1,940.04
4	Remove and reinstall conduit to Doors 112 and 183 to make ADA adjustments.	LS	1	$157.76	$157.76
5	Install disconnect for temporary elevator power.	LS	1	$272.78	$272.78
6	Provide and install in elevator equipment closets a light and switch, and fire alarm devices per RFI 397.	LS	1	$2,270.99	$2,270.99
7	Per ASI #040, provide and install 3 Extron Pole Vault Systems in Rooms 168, 198, and 219. Price includes credit requested on ASI #040 and the added HDMI connections.	LS	1	$39,939.78	$39,939.78
			Total this CCO=		**$48,386.72**

The original contract sum =	**$4,255,614.00**
Net change by previous change orders =	**($100,055.64)**
The contract sum will be (increased) by this Change Order =	**$48,386.72**
The new contract sum including this change order will be =	**$4,203,945.08**
The contract time will be increased by (10) working days.	

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
City Manager

5D

Council Synopsis

April 23, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2009-061 and adopting the amended powers, duties, and procedures for conducting Turlock Planning Commission business by changing the start time of regular meetings from 7:00 p.m. to 6:00 p.m.

2. DISCUSSION OF ISSUE:

On February 26, 2013, the City Council amended the Turlock Municipal Code to change the start time of their regular meetings from 7:00 PM to 6:00 PM. The primary reason for making the change is to ensure that meetings do not run late into the evening. The proposed start time would allow sufficient time for members of the public to attend the meetings.

3. BASIS FOR RECOMMENDATION:

The proposed change in meeting time would allow greater public participation and align the Planning Commission meeting with the new City Council meeting schedule.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

Pursuant to §15061(b)(3) of the Guidelines for the California Environmental Quality Act, where it can be seen with certainty the project will not have an impact upon the environment, no further environmental review is required.

7. ALTERNATIVES:

A. Do not approve the proposed change in the Planning Commission business procedures.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING RESOLUTION NO. 2009-061 AND ADOPTING THE AMENDED POWERS, DUTIES, AND PROCEDURES FOR CONDUCTING TURLOCK PLANNING COMMISSION BUSINESS BY CHANGING THE START TIME OF REGULAR MEETINGS FROM 7:00 P.M. TO 6:00 P.M.	}	**RESOLUTION NO. 2013-**

WHEREAS, on April 4, 2013, the Planning Commission of the City of Turlock unanimously recommended that the City Council amend the Turlock Planning Commission business procedures to change the start time of regular meetings from 7:00 PM to 6:00 PM; and

WHEREAS, the Planning Commission of the City of Turlock found that the proposed change in meeting start times would improve public participation and align the meeting start times with the recently adopted start time for City Council meetings.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock hereby amends the Turlock Planning Commission business procedures as follows:

PROCEDURES FOR CONDUCTING PLANNING COMMISSION BUSINESS

SECTION 101. APPOINTMENT OF CITY PLANNING COMMISSION.

Appointment and term of voting members and alternate members of the Planning Commission shall be governed by the provisions set forth in Title 2, Chapter 2, Article 2 (§2-2-200 et seq.) of the Turlock Municipal Code, and as set forth below:

a) A voting member or alternate member who is absent from three (3) consecutive meetings in any twelve (12) month period shall meet with the commission officers and the staff liaison to discuss absenteeism on the commission.

b) Any appointed voting member or alternate member of the City Planning Commission may be removed from office by a majority vote of the City Council.

SECTION 102. ELECTIONS AND TERMS OF THE PLANNING COMMISSION OFFICERS.

(a) The Commission, as soon as practical after the first meeting in January, shall elect from among the voting members a Chairperson and Vice Chairperson.

(b) The officers shall hold office for one year, and thereafter until their successors are elected or appointed.

(c) In the event of any vacancy in office, the vacancy shall be filled by an election or appointment at the first regular meeting after the occurrence of the vacancy, unless postponed by an action of the Commission.

(d) Election of the Chairperson and the Vice Chairperson shall be by nominations from a Commissioner(s) or by secret ballot cast separately for each office. Balloting for the Vice Chairperson shall follow the election of the Chairperson. In each case the Commission member with the highest number of votes shall be declared elected.

(e) In case of the absence or inability to act of either the Chairperson or Vice Chairperson, the members present at any meeting shall, by an order entered in their minutes, select one of their number as Chairperson Pro Tem for that meeting.

SECTION 103. DUTIES OF OFFICERS AND STAFF.

The powers and duties of the Planning Commission shall be as established in State Law, except as provided for in §2-2-204 of the Turlock Municipal Code, and as set forth below and in Attachment A.

(a) **Chairperson.** The Chairperson shall preside at all meetings of the Planning Commission. The Chairperson shall appoint all committees and shall perform all other duties necessary or incidental to their office.

(b) **Vice Chairperson.** In the event of an absence of the Chairperson or of his/her inability to act, the Vice Chairperson shall take the place of and perform the duties of the Chairperson.

(c) **Secretary**. The Planning Division Manager, or designated representative, shall be designated as the Secretary to the Commission. The Secretary shall maintain the minutes of the meetings, records of hearings and official action.

The Secretary shall, on all official actions for which a specific number of votes is required by local or state law, show the vote of each member upon each question, or if a member is absent or fails to vote, shall indicate such fact. The Secretary shall certify all official documents and resolutions of the Planning Commission.

The Secretary shall report to the Commission on procedural matters pertaining to items before the Planning Commission. The Secretary shall examine incoming mail for proper referral and answer correspondence for the Planning Commission. The Secretary shall maintain records of operation and shall perform such other duties as may be assigned by the Commission.

(d) **Alternate Members.** Alternate members shall attend all Commission meetings, may participate in all discussions, and shall vote in the absence of a voting member. The order of participation between the two alternate members shall be determined by the order of appointment. If simultaneously appointed, the order shall be determined by lot.

(e) **Planning Staff.** The Planning Division Manager, or designated representative, shall be the administrative officer and Secretary of the Planning Commission. The Planning Staff shall furnish professional and technical advice to the Planning Commission in the discharge of its responsibilities.

SECTION 104. COMMITTEES.

When desirable or necessary, the Chairperson by a majority vote of the membership, may select Planning Commission members to serve on Special Committees addressing issues of concern to the Planning Commission and/or City Council. Special Committees shall be discharged at the end of their assignments.

SECTION 105. MEETINGS.

(a) **Regular Meetings** of the Planning Commission shall be open to the public and shall be held on the first Thursday of the month. The meeting shall begin at ~~7:00~~ 6:00 p.m. in the Yosemite Community Room of the Turlock City Hall, located at 156 S. Broadway, Turlock, or the meeting may take place at alternate locations, as noticed. If the regular meeting day falls on a legal holiday, the meeting shall be canceled or rescheduled to a date agreed upon by a majority of the Commission.

(b) **Special Meetings** of the Planning Commission shall be open to the public and be held on the third Thursday of the month, or on an as needed basis. Special meetings may be held on another date, as determined by the Chairperson in consultation with the members of the Commission and the Secretary. Special meetings shall be reserved for specific Commission business/workshops.

(c) **A quorum** for conducting the business of the Planning Commission shall consist of four (4) voting members. Alternate members shall vote in the absence of a voting member and shall be counted for purposes of determining quorum. In the absence of a quorum, the members present shall adjourn to an agreed time and place, or adjourn to the next regular meeting.

(d) **Order of business** at a regular meeting shall be as follows:

1) Call to Order
2) Approval of Minutes
3) Announcements
4) Declaration of Conflicts of Interest and Disqualifications
5) Public Participation
6) Consent Calendar (optional)
7) Public Hearings:
   (i) Consent Items
   (ii) Non-Consent Items
8) Other Matters (not public hearings) (optional)
9) Commissioner's Consideration
10) Stanislaus County Planning Commission Referral Items
11) Commissioner's Comments
12) Staff Updates
13) Adjournment

With majority consent by the members of the Planning Commission, the above order of business may be suspended or varied at any time upon order of the Chairperson.

(e) **Order for each agenda item** shall be as follows:

1) Chairperson announces the next matter to be discussed.
2) Application is read by the Chairperson or the Secretary.
3) Chairperson calls on the Planning Staff to:
   (i) Explain the application and outline any unique problems;
   (ii) Present staff report and describe findings.
4) Secretary reads any communications received too late for inclusion in the agenda, which are concerned with the application.
5) Chairperson calls on applicant or his counsel or agent to:
   (i) Present applicant's basis for the application.
   (ii) When necessary, applicant shall prove that granting of approval will be in the public interest.
6) Commission hears those present:
   (i) Each person speaking is asked to give their name and address.
   (ii) Order of speaking: row by row, or call for proponents, then opponents.
7) Planning Staff presents summary, alternatives and necessary recommendations.
8) Commission acts to:
   (i) Close or continue the hearing until later date
   (ii) To recommend, grant, grant conditionally, deny, or take under advisement.

(f) **Voting** procedures shall be as follows:

Every official act taken by the Planning Commission shall be by resolution or motion adopted by the affirmative vote of the majority of those present and voting (not less than a quorum), except that for the adoption of, or amendment of the General Plan, or any Specific (precise) Plan, action shall be by resolution carried by not less than a majority vote of its total voting members.

SECTION 106. AMENDMENTS:

These rules, regulations, and procedures may be amended by recommendation by the Planning Commission at any regular or special meeting by a majority vote of the voting members present, subject to the approval by the City Council.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize rescinding Resolution No. 2009-061 and adopting the amended powers, duties, and procedures for conducting Turlock Planning Commission business by changing the start time of regular meetings from 7:00 p.m. to 6:00 p.m.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 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

5E

Council Synopsis

April 23, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $6,227 to account number 110-40-400.43131 "Smart Valley Places Grant Expenses" to be funded by revenue received in account number 110-40-400.34172 "Smart Valley Places Grant" and approving Amendment No. 2 to the agreement between the City of Turlock and Jarvis, Fay, Doporto, and Gibson, LLP, dated November 7, 2011

2. DISCUSSION OF ISSUE:

On November 8, 2011, the City Council approved the release of the Public Review Draft General Plan for environmental review and public comment. The Draft Environmental Impact Report (EIR) for the Draft General Plan was distributed for its required 45-day public comment period beginning on June 5 and ending on July 20. The City received thirteen comments on the Draft EIR and Draft General Plan. On December 13, 2011, the City Council approved a professional services agreement with Jarvis, Fay, Doporto and Gibson, LLP, to provide a legal review of the updated General Plan and its EIR for an amount not to exceed $15,000 (see Attachment 1). On August 28, 2012, the budget and contract was amended, increasing the total contract to $20,000. To complete the work associated with legal analysis of the General Plan EIR, an additional $4,000 is needed to complete the work.

Staff is requesting that the City Council approve a modification to the original budget allowing an additional $4,000 in revenues from the Smart Valley Places grant to be shifted to the legal services contract. This would increase the contract from $20,000 to $24,000 and reduce the amount originally intended to offset staff costs. Staff believes that adequate funds remain in the contract to cover staff, publication and meeting costs associated with the grant scope of services. Shifting $4,000 the Smart Valley Places revenue will reduce reimbursements for staff time for the City Attorney but will be adequate to cover the remaining staff time associated with the project. An additional $2,227 of unspent funds from Fiscal Year 2011/12 Budget will remain available to cover staff expenses that are expected to occur through the end of the grant period ending June 30, 2012.

As required by the subcontract agreement for the Smart Valley Places Grant, staff has obtained preliminary approval of the budget amendment from the California State University, Fresno, Foundation. The remaining grant funds must be expended by June 30, 2013.

3. BASIS FOR RECOMMENDATION:

The City Council has initiated an update to its General Plan. In order to approve the General Plan document, the City must prepare an environmental impact report (EIR). The consultant services will be utilized to ensure that the EIR meets the requirements of the California Environmental Quality Act (CEQA).

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

Goals: b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

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

Goals:

a. Ensure all growth adds value to the current and future community
b. Continue use of Specific and Master Plans
c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)
d. Provide for housing diversity
   i. Include affordable housing
e. Create long-term, value-added plan for In-fill
f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development
g. Coordinate with various agencies on the planning and implementation of the South County Corridor

Action: *Council*

a. General Plan adoption

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The budget amendment will reduce the amount of HUD Smart Valley Grant Funds available for staff time by $4,000 and shift that amount to the legal consultant. The remaining funds available of $2,227 are expected to cover staff costs through the end of the grant period ending on June 30, 2013.

Budget Amendment: Staff is requesting an appropriation of unspent funds from the Fiscal Year 11/12 budget of $2,227 and $4,000 from revenue received in Account Number 110-40-400.34172 "Smart Valley Places Grant" into account number 110-40-400.43131 "Smart Valley Places Grant Expenses" for a total budget amendment of $6,227. This action would reduce the amount available to reimburse staff time by $4,000; however, staff believes that the remaining funding is adequate to cover staff time and other hard costs for the General Plan and Capital Facility Fee Update.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

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

7. ALTERNATIVES:

A. The City Council may decide not to approve the budget amendment or the contract amendment.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $6,227 TO ACCOUNT NUMBER 110-40-400.43131 "SMART VALLEY PLACES GRANT EXPENSES" TO BE FUNDED BY REVENUE RECEIVED IN ACCOUNT NUMBER 110-40-400.34172 "SMART VALLEY PLACES GRANT" AND APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN THE CITY OF TURLOCK AND JARVIS, FAY, DOPORTO, AND GIBSON, LLP, DATED NOVEMBER 7, 2011	}	**RESOLUTION NO. 2013-**

WHEREAS, on August 22, 2011, the City of Turlock became a partner city of Smart Valley Places by entering into a COMPACT to share planning principles and incorporate them into their respective local policies and codes through a process that engages all stakeholders and residents in order to comprise and facilitate the implementation of a comprehensive regional plan for sustainable development; and

WHEREAS, expenditures for legal services have been included in the Fiscal Year 2012/13 budget in account number 110-40-400.43131 "Smart Valley Places Grant Expenses: in the amount of $15,000; and

WHEREAS, the Turlock City Council approved a professional services agreement with Jarvis, Fay, Doporto & Gibson, LLP to serve as attorneys for the City of Turlock on December 13, 2011 for an amount not to exceed $15,000; and

WHEREAS, on August 28, 2012, the Turlock City Council approved Amendment #1 to the professional services agreement increasing the contract amount from $15,000 to $20,000; and

WHEREAS, staff believes it prudent to add $4,000 to the legal services professional service agreement to ensure adequate resources to respond to comments on the General Plan Update and its associated Environmental Impact Report; and

WHEREAS, an additional $2,227 remained in the Fiscal Year 2011-12 budget for these purposes that has not been accounted for in the Fiscal Year 2012/13 budget; and

WHEREAS, the proposed budget and contract amendment have been approved by the California State University, Fresno, Foundation that is responsible for administering the Smart Valley Places HUD grant; and

WHEREAS, adequate funds are available in account number 110-40-400.34172 to cover the additional costs for legal services required for the General Plan Update process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the appropriation of $6,227 to account number 110-40-400.43131 "Smart Valley Places Grant Expenses" to be funded revenues received in account number 110-40-400.34172 "Smart Valley Places Grant"; and

BE IT FURTHER RESOLVED that the City Council of the City of Turlock hereby approves Amendment No. 2 to the Agreement between the City of Turlock and Jarvis, Fay, Doporto, and Gibson, LLP, dated November 7, 2011, increasing the total contract amount from $20,000 to $24,000.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 2013, by the following votes:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

AMENDMENT NO. 2
to
Agreement
Between
CITY OF TURLOCK
and
Jarvis Fay Doporto & Gibson, LLP

THIS AMENDMENT, dated April 23, 2013, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and Jarvis Fay Doporto & Gibson, LLP, (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated December 13, 2011, whereby CONTRACTOR will provide legal advice relating to compliance with the California Environmental Quality Act and related land use laws for the City's updated General Plan, Environmental Impact Report and Capital Facility Fee.

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

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

   "1. SCOPE OF ENGAGEMENT: We will provide the City with legal advice relating to compliance with the California Environmental Quality Act and related land use laws for the City's updated General Plan, including legal review of the Draft and Final EIRs and related CEQA documentation for the General plan. We will also attend City Planning Commission and Council Meetings, as needed, but, at a minimum, two (2) Planning Commission Meetings and two (2) City Council Meetings or any combination thereof. Our work on this matter shall not exceed $24,000. The scope of this engagement may be extended to other matters if confirmed in writing. A writing confirming an agreement to provide legal services to you on other specified maters shall bring such services within the scope of the terms set forth in this letter."

2. 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

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

By: JARVIS, FAY, DOPORTO & GIBSON, LLP

Print Name Rick W. Jarvis

Title: _____

Date: _____

5F

Council Synopsis

April 23, 2013

From: Maryn Pitt, Assistant to the City Manager for Housing and Economic Development

Prepared by: Maria Ramos, Housing Finance Specialist

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the Rehabilitation Forgivable Loan #4921-EF, in the amount of $69,900 where the City of Turlock will be in third position as prescribed by the adopted Rehabilitation Loan Policies and Procedures

2. DISCUSSION OF ISSUE:

The Housing Rehabilitation Policies and Procedures adopted by the City Council on March 9, 2010, require that the City Council be the authorizing body to approve any rehabilitation loan where the City will be in third position or when the loan exceeds the value of the property, in order to make repairs to comply with basic housing quality standards.

The City of Turlock's Housing Rehabilitation Program is designed to provide loans and grants to income eligible households for assistance with repairs to their homes. Most income eligible households do not qualify for conventional home improvement loans that are large enough to make major repairs, energy efficiency upgrades and/or replacement of items such as a new roof. The City's rehabilitation program provides alternative forms of low interest or deferred payment loans and grants to assist these homeowners in need.

The applicant is seeking assistance with home repairs in order to meet basic housing qualify standards. To determine eligibility staff will review balances on all existing liens, credit worthiness and loan to value ratios. In reviewing this loan, staff has determined that the applicant has met the income and credit criteria. Combined loan to value for this loan will be 95%.

The loan break down for applicant **#4921-EF** is outlined in more detail in Attachment A and is summarized as follows:

After rehabilitation value of the house	$155,000
Remaining balance on First Deed of Trust (Everbank)	$ 57,000
Remaining balance on Second Deed of Trust (City of Turlock FTHB assistance)	$ 20,000
Total Current Superior Debt on property	$97,000
This Deferred Loan request	$ 69,900

3. BASIS FOR RECOMMENDATION:

A. The current policies and procedures require Council approval for loans that places the City in the third position or exceed 100% loan to value.

B. Combined total loan to value ratio will be 95%.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the current budget. This activity is budgeted under line number 255-41-485.47210_005 ($69,900.00)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

As part of the Residential Rehabilitation program, the appropriate NEPA (National Environmental Protection Act) procedures and findings have been complied with as prescribed by HUD.

7. ALTERNATIVES:

City Council can choose not to authorize the rehabilitation loan to applicant #4921-EF. Homeowner meets all the criteria and requirements for the City to provide the loan. This alternative is not recommended.

Attachment A

LOAN SUMMARY

Applicant's Name: 4921-EF
Applicant's Address: Zeering Rd. Turlock, CA 95382
Property Location: Zeering RdTurlock, CA 95380
No. of units: One
Funding Source: Community Development Block Grants
Amount to be sent to: AmeriNational Community Services, Inc.
Loan Breakdown:

1. Repairs:
   - A. $24,340.00
   - B. $21,575.00
   - C. $ 400.00
   - D. $ 525.00
   - E. $ 9,045.00
   - Other $ 4,800.00
   - **Sub $60,685.00**

Sub	**$ 60,685.00**	
Expenses		
1. Low Bid	$ 60,685.00	
2. Bldg. Permit	$ 1,700.00	estimate
3. Contingency	$ 5,783.00	10%
4. Fund Control Fee	$ 95.00	
5. Credit Report	$ 22.16	
6. Title Report	$ 350.00	
7. Appraisal	$ 0.00	
8. Origination	$ 0.00	
9. Termite	$ 0.00	
10. Recording(s)	$ 0.00	
11. Doc Prep Fee.	$ 95.00	
12. Warehousing Fee	$ 115.00	
13. Tax Service	$ 55.00	
14. Drawings	$ 0.00	
15. Lead Insp.	$ 0.00	
16. Chimney	$ 0.00	
17. HVAC	$ 0.00	
18. Storage Container	$ 1,000.00	
TOTAL	**$ 69,900.00**	

Amortized Loan	$	As is Value	$125,000.00
Forgivable Loan	$ 0.00	Estimated After Rehab Value	$155,000.00
Deferred Loan	$68,900.00	Present Liens	$ 77,000.00
Relocation Grant	$ 1,000.00	After Rehab Liens	$146,900.00
TOTAL	**$69,900.00**	Combined Loan to Value:	95%

Community Development Block Grants funds will allow the rehabilitation of the property. City will be at 95% combined loan to value after rehabilitation. Staff recommends approval.

5G

Council Synopsis

April 23, 2013

From: Dan Madden, Municipal Services Director

Prepared by: Dan Madden, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the hiring and replacement of one anticipated vacancy for Water Quality Control Division Manager and one currently vacant Regulatory Affairs Division Manager within Municipal Services through an outside recruitment following the City's Personnel System Rules & Regulations

Motion: Authorizing the filling of two mid-management positions within Municipal Services; Water Quality Control Division Manager and Regulatory Affairs Division Manager classifications through an outside recruitment following City's Personnel System Rules & Regulations

2. DISCUSSION OF ISSUE:

Municipal Services is requesting authorization to fill one current vacant mid-management position and one soon to be vacant mid-management position. The Regulatory Affairs Division Manager position became vacant in March of this year with the promotion of Michael Cooke to the Deputy Director of Municipal Services position. The Water Quality Control (WQC) Division Manager will become vacant on June 15th, 2013 with the retirement of the current WQC Division Manager, Steve Wilson.

Due to the minimum qualifications required of each position and the respective complexity of each positions roles and responsibilities and lack of in-house staff that meet these qualifications, staff requests and strongly recommends these positions be filled through outside recruitment. This method of recruitment does not prohibit in-house applicants from applying, it simply provides for recruitment from a larger pool of qualified applicants.

Both of these positions provide managerial oversight critical to meeting local, state, and federal laws and regulations; supervision of skilled and semi-skilled staff; budget development and management as well as direct input to the Department Director on issues critical to the departments operation.

3. BASIS FOR RECOMMENDATION:

The Regulatory Affairs Manager position manages a complex variety of regulatory issues both for the department and in some cases the entire City organization. The position is responsible for various state or federally required programs, such as drinking water compliance; water conservation; storm water pollution prevention; environmental compliance; public education on environmental issues; planning in consultation with other division managers for long term infrastructure improvements and coordination with our Engineering Division on department Capital Improvement Program projects. The attached job description fully describes this positions roles and responsibilities. Due to the wide variety and ever changing regulatory arena and need for continuity within the organization, it is important to have this position filled as soon as is practical.

The WQC Division Manager position is responsible for the management and operation of the City's Regional Water Quality Control Facility, Industrial Pretreatment program, WQC laboratory and other functions critical to the City's wastewater treatment and handling systems. The State of California requires this position hold a Grade V certification in wastewater treatment in addition to the City required Bachelor's degree. The attached job description fully describes this positions roles and responsibilities. Due to the need to have a properly managed treatment facility that consistently meets state and federal discharge requirements, it is important to have this position filled as soon as is practical.

Strategic Plan Initiative:

A) Policy Initiative - Effective Leadership

Goal: C. Hire, develop and retain the best most qualified employees

Pursuant to the City Strategic Plan and the Department Strategic Plan, this request firmly meets both Plans.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
Both of these positions are already allocated and fully funded within Enterprise Funds 410 and 420.

No General Funds will be utilized in this expense.

Budget Amendment:
None. Funds are already allocated for these positions.

5. CITY MANAGER'S COMMENTS:

I concur with Mr. Madden's request and recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not approve this request at this time. Staff believes the approval of this recommendation is needed in order to continue the work performed by employees formerly holding these positions.

REGULATORY AFFAIRS MANAGER

DEFINITION

Under general direction, plans, organizes, and coordinates the regulatory compliance needs for the potable water, wastewater, storm, sewer collection, laboratory, industrial pretreatment systems and other process in compliance with Federal and State and City requirements; develops and maintains safety programs and standards for the Department to insure compliance with city, state and federal OSHA regulations; serves as Department liaison with Development Services Department and outside engineering firms on Department capital improvement projects; provides public outreach information to the public, schools, service groups etc., about various programs administered by the Department; provides analysis of financial programs; analysis of analytical data on a variety of substances; and performs other job related work as required.

This position is designated as un-represented for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

The Municipal Services Department Director provides general direction. The incumbent is expected to work with minimal direct supervision, exercising independent judgment and initiative in a number of complex responsible and sensitive areas. The Regulatory Affairs Manager supervises technical, clerical, skilled crafts and craft staff directly or through subordinate supervisory staff.

EXAMPLES OF DUTIES: Duties may include, but are not limited to:

- Plans, develops, and implements or directs the implementation of goals, objectives, policies and priorities relating to the regulatory compliance of potable water, wastewater, storm, sewer collection, laboratory, industrial pretreatment and support services.
- Participates in the development and administration of the Departments budgets; forecasts additional funds needed for staffing, equipment, materials, and supplies; monitors expenditures; recommends mid-year adjustments.
- Develops and coordinates projects for inclusion and completion related to short and long term capital improvement projects with internal and external engineering staff.
- Develops, prepares and presents technical reports to Federal and State regulatory agencies related to the potable water, wastewater, sewer, storm water, solid waste and air pollution control district(s).

- Develops and administers operating and reporting procedures including training schedules.
- Ensures City compliance with Federal, State and local laws and codes relating to safety and health standards, personnel programs. Ensures close coordination with other City departments and affected outside groups.
- Performs special studies and research and prepares recommendations.
- Assists with new and existing staff orientation and training.
- Supervises staff including provision of timely performance evaluations; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Meets and confers with other public agencies, contract providers and City management personnel to resolve problems.
- Provides a wide range of technical information regarding unit activities, operations, policies and procedures to representatives of other agencies.
- Reviews, prepares and presents reports; performs long range planning studies.
- Evaluates personnel; establishes and monitors employee performance objectives; prepares and present employee performance reviews; provides or coordinates staff training; works with employees to correct deficiencies; recommends disciplinary actions.
- Maintains a variety of technical project files and records.
- Supervises and maintains a variety of employee training and work safety activities.
- Prepares highly complex and technical reports; documents policies and procedures; performs research.
- Makes presentations before various groups, including City Council, Commissions, and professional and public meetings, as needed. Answers questions; provides information to the public; recommends corrective actions; investigates, reports, documents and resolves complaints.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Models appropriate professional management conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; provides leadership for teams, or committees, as needed.
- Assures staff works in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of supervision, staff selection, training and personnel management.
- Occupational hazards and standard safety precautions necessary to maintain safe work practices and environment.
- Federal, State and local regulations and codes relating to municipal utility construction, maintenance and operation, waste discharge requirements, drinking water standards, storm water requirements, air pollution control, and solid waste.
- Principles and practices of engineering related to water and sewer infrastructure
- Principles and practices of organization and personnel management.
- Budgeting procedures and techniques.
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution and excellent customer service.

Ability to:

- Plan, organize, direct and supervise the work of assigned staff.
- Select, supervise, train and evaluate personnel.
- Prepare, forecast and administer a budget.
- Interpret and apply Federal State, and local laws and regulations.
- Organize, direct, and coordinate activities in a manner conducive to full performance and high moral.
- Establish and maintain cooperative working relationships with elective officials, administration, other employees, and the general public.
- Communicate clearly and concisely orally and in writing.
- Prepare clear and concise reports; develop policy and procedure recommendations.
- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.
- Utilize automated equipment to prepare documents and maintain data related to department operations.
- Make presentations before groups and represent the City in public forums.
- Use computer and needed programs effectively.
- Organize, analyze, manage and implement a variety of programs.

- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.
- Perform related duties as assigned.

EDUCATION & TRAINING

EDUCATION:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in business or public administration, or a closely related field.

TRAINING:

Four years of increasingly responsible experience related to regulatory issues, State and Federal regulations related to the oversight of a large municipal agency, including two years of supervisory responsibilities that would lead to the acquisition of the required knowledge and abilities of this position.

LICENSE OR CERTIFICATE

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment; Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Maintenance of a valid California Driver's license and proof of automobile liability insurance thereafter is a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: See well enough to drive a vehicle; hear and speak well enough to conserve on the telephone and in person; communicate clearly without amplification; bodily mobility to move rapidly from one area to another sometimes over rough terrain; climb stairs or ladders; use of hands and fingers to write; operate a computer keyboard and handle plans and documents; stamina to work long hours and attend night meetings several times a week.

Class Established: 12/05, Revised 04/13

Reviewed and Approved:

_____

Personnel Office

_____

Date

WATER QUALITY CONTROL DIVISION MANAGER

DEFINITION:
Under general direction, plans, organizes, coordinates, and directs the City's wastewater facility and related facilities; operates wastewater facility in compliance with Federal and State requirements; administers budget for assigned operations activities; and performs other job related work as required.

This position is designated as un-represented for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED
General direction is provided by the Municipal Services Director. The job incumbent is expected to work with minimal direct supervision, exercising independent judgment and initiative in a number of complex responsible and sensitive areas. The Water Quality Control Division Manager supervises skilled crafts and craft staff directly or through subordinate supervisory staff.

DISTINGUISHING CHARACTERISTICS
This is a mid-management classification responsible for the discrete sub-departmental organizational component(s) and programs/functions involving the management and coordination of the City's wastewater treatment facility operations. In addition the job incumbent has direct responsibilities for overseeing and directing the work of subordinate staff. This position differs from other positions involved in wastewater facility operations in the broader responsibility for developing and implementing programs, systems and procedures. Duties and responsibilities are performed in accordance with law, ordinance, and City policy.

EXAMPLES OF DUTIES: Duties may include, but are not limited to:

- Plans, develops, and implements or directs the implementation of goals, objectives, policies and priorities relating to operation, and improvement of the wastewater treatment facility and related facilities.
- Supervises and participates in the development and administration of the wastewater treatment maintenance and operations unit budgets; directs and forecasts additional funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; implements mid-year adjustments.
- Develops and administers operating and reporting procedures including training schedules.
- Ensures City compliance with Federal, State and local laws and codes relating to safety standards, personnel programs, regulatory requirements and construction codes.

- Oversees the biochemical testing laboratory and takes appropriate corrective action to make operational changes to ensure compliance with water control requirements.
- Oversees and assists in the billing of industrial accounts based on laboratory reports.
- Oversees industrial waste pretreatment program in compliance with Federal, State and local requirements.
- Monitors bio-solids beneficial reuse program in accordance with Federal, State and local requirements.
- Ensures close coordination with other City departments and affected outside groups.
- Prepares specialized budgets related to assigned activities; assists in budget implementation; participates in budget forecasts; administers the approved budget.
- Prepares highly complex and technical reports; documents policies and procedures; performs research
- Participates in recruitment and selection activities; makes recommendations for appointment of new staff; assists with staff orientation and training.
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Meets and confers with other public agencies, contract providers and City management personnel to resolve problems.
- Makes presentations before various groups, including City Council, Commissions, and professional and public meetings, as needed.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Provides a wide range of technical information regarding unit activities, operations, policies and procedures to representatives of other agencies.
- Reviews, prepares and presents reports; inspects and evaluates unit and contract operations; performs long range planning studies; reviews and makes recommendations on construction plans and specifications.
- Selects trains, and evaluates personnel; establishes and monitors employee performance objectives; prepares and present employee performance reviews; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination actions.
- Maintains a variety of technical project files and records. Models appropriate professional management conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; provides leadership for teams, or committees, as needed.
- Assures staff works in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements.
- Supervises and maintains a variety of employee training and work safety activities.
- Perform related duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Principles and practices of wastewater treatment facility construction, maintenance and operation.
- Methods, materials, techniques, tools, and equipment employed in wastewater treatment facility construction, maintenance, and operations programs.
- Principles, objectives and tests used in a laboratory including methods of bacteriological and chemical sewage analysis.
- Budgeting procedures and techniques.
- Operating principles of valves, pumps, and motors.
- Principles and practices of supervision, staff selection, training and personnel management.
- Safe work practices and related regulations.
- Principles of public speaking, conflict resolution and excellent customer service.
- Occupational hazards and standard safety precautions necessary to maintain safe work practices and environment.
- Federal, State and local regulations and codes relating to wastewater treatment facility construction, maintenance and operation.
- Principles and techniques of budget development and administration.
- Principles and practices of organization and personnel management.

Ability to:

- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise departmental goals and City objectives.
- Plan, organize, direct and supervise the work of wastewater treatment facility maintenance and operations staff.
- Prepare, forecast and administer a budget.
- Interpret and apply Federal State, and local laws and regulations.
- Organize, direct, and coordinate the activities of a large division in a manner conducive to full performance and high morale.
- Delegate authority and responsibility and schedule and program work for diverse public works maintenance activities..
- Coordinate the work of contract staff and maintenance and operations staff, other department staff and agencies concerning major construction projects and capitol improvements programs.
- Establish and maintain cooperative working relationships with elective officials, administration, other employees, and the general public.
- Perform job cost analysis and estimates.
- Communicate clearly and concisely orally, electronically, and in writing.
- Prepare clear and concise reports; develop policy and procedure recommendations.

- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.
- Make presentations before groups and represent the City in public forums.
- Use computer and needed programs effectively.
- Organize, analyze, manage and implement a variety of programs.
- Perform related duties as assigned.

EXPERIENCE AND EDUCATION:

Any combination of experience and education that would be likely to provide the required knowledge and abilities is qualifying.

EDUCATION:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in biology, chemistry, public administration or a closely related field.

EXPERIENCE:

Six years of increasingly responsible experience in the operation and maintenance of a wastewater treatment facility, including two years of supervisory responsibilities at a wastewater treatment facility.

OR

EDUCATION:

Possession of an Associate Degree from an accredited college or university with major coursework in biology, chemistry, public administration or a closely related field.

EXPERIENCE:

Eight years of increasing responsible experience in the operation and maintenance of a wastewater treatment facility, including three years of supervisory responsibilities at a wastewater treatment facility.

LICENSE AND/OR CERTIFICATE

Possession of a valid Grade 5 Wastewater Treatment Operator's certificate as issued through procedures established by the California State Water Resources Control Board.

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation

on a case-by-case basis. Maintenance of a valid California Driver's license and proof of automobile liability insurance thereafter is a condition of continued employment.

PHYSICAL REQUIREMENTS:
Maintain the following physical abilities: See well enough to drive a vehicle and have the ability to differentiate colors; hear bilaterally and speak well enough to converse on the telephone and in person; communicate clearly without amplification; bodily mobility to move from one area to another; climb stairs with handrails; use of hands and fingers to write; operate a computer keyboard and handle plans and documents; ability to work night meetings.

Class Established	8/95
Revised	2/02
Revised	3/07
Revised	4/07

Reviewed and Approved:

_____ _____
Personnel Officer Date

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE HIRING AND REPLACEMENT OF ONE ANTICIPATED VACANCY FOR WATER QUALITY CONTROL DIVISION MANAGER AND ONE CURRENTLY VACANT REGULATORY AFFAIRS DIVISION MANAGER WITHIN MUNICIPAL SERVICES THROUGH AN OUTSIDE RECRUITMENT FOLLOWING THE CITY'S PERSONNEL SYSTEM RULES & REGULATIONS	}	**RESOLUTION NO. 2013-**

WHEREAS, Municipal Services requests authorization to fill one current vacant mid-management position of Regulatory Affairs Manager and one soon to be vacant mid-management position of Water Quality Control Manager; and

WHEREAS, the minimum qualifications and respective complexities of each positions roles and responsibilities and lack of in-house staff that meet these qualifications, staff requests and strongly recommends the positions be filled through outside recruitment; and

WHEREAS, both positions provide managerial oversight critical to meeting local, state, and federal laws and regulations, supervision of skilled and semi-skilled staff, and management of processes critical to the department's operation; and

WHEREAS, funds are available and allocated for both positions within Enterprise Funds 410 and 420.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby: authorize the hiring of one Water Quality Control Division Manager and one Regulatory Affairs Division Manager through outside recruitment following the City's Personnel System Rules & Regulations.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 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

5H

Council Synopsis

April 23, 2013

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

Prepared by: Betty Gonzalez / Presented by: Allison Van Guilder

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to execute an agreement for tree trimming and maintenance services for Parks, Recreation and Public Facilities Division, on a piggy-back contract from the Modesto Irrigation District, Resolution No. 2010-96, with Trees, Inc., of Houston, Texas, without compliance to the formal bid process

Motion: Approving the service agreement with Trees, Inc., for tree trimming and maintenance services for a period of thirty-eight (38) months, ending June 30, 2016, in an amount not to exceed $40,000

2. DISCUSSION OF ISSUE:

The City has the opportunity to piggyback from the Modesto Irrigation District Contract for Tree Trimming and Maintenance Services with Trees, Inc. of Houston, Texas, pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-08(b)(5), without compliance to the formal bid procedure.

The purpose of this contract is to assist City crews with the maintenance of specified trees located within the City. Trees, Inc. will provide the City of Turlock with the best possible tree care to maintain the trees at a level expected by the City's residents, City Council, City staff, and visitors of the community.

Trees, Inc. has agreed to extend the same pricing in accordance to Modesto Irrigation District Contract to the City of Turlock.

3. BASIS FOR RECOMMENDATION:

Staff recommends approval to piggyback from Modesto Irrigation District Contract for Tree Trimming and Maintenance Services with Trees, Inc., without compliance to the formal bid procedure.

Strategic Plan Initiative:

a) This project meets the objective set forth in the City Council's Strategic Plan. Policy Initiative – Community Programs, Facilities and Infrastructure: Goal – a. Urban Forest and Street Tree Program.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line numbers:

110-50-500.43077 Public Facilities Tree Trimming	$2,000
110-60-600.43077 Parks Tree Trimming	$2,000
205-60-604.43077 Pedretti Sports Complex Tree Trimming	$2,000
217.50-510.43077 Street Tree Trimming	$2,000
410-51-532.43077 Storm Tree Trimming	$2,000

Fiscal impact to above line numbers in FY 2012-13: $10,000

Fiscal impact to the following budget areas:
FY 2013-14: $10,000
FY 2014-15: $10,000
FY 2015-16: $10,000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may reject to piggyback from Modesto Irrigation District contract with Trees, Inc. This alternative is not recommended; the City does not have available staff to perform this service.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
And
TREES, INC.
for
TREE TRIMMING AND MAINTENANCE SERVICES
CONTRACT NO. 13- 013

THIS AGREEMENT is made this 23rd day of April, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TREES, INC.**, a California Corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need for tree trimming and maintenance services as required for Parks, Recreation and Public Facilities Maintenance Division; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONTRACTOR in accordance with Schedule "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit B and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Ten Thousand and No/100th Dollars ($10,000) and Forty Thousand and No/100th Dollars ($40,000.00) for a period of thirty-Eight months. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

OK for Agenda
Ok for PAN

5. **CONTRACTOR** agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

6. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of thirty eight months (38) beginning May 1, 2013 and ending June 30, 2016, subject to CITY's availability of funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

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

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

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

shall be the effective date of the notice.

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

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

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

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

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

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

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

16. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement,

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

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

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

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

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

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

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

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

23. 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.

24. 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.

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

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

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

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

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

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

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

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

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

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

34. NOTICE: Any and all notices permitted or required to be given hereunder shall be

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

for CONTRACTOR: **TREES, INC.**
ATTENTION: WILLIAM MILLS
650 N. SAM HOUSTON PKWY E, SUITE 209
HOUSTON, TX 77060
PHONE: (281) 447-1327 EXT. 230
FAX: (281) 260-0728
EMAIL: WMILLS@TREESINC.COM

for CITY: **CITY OF TURLOCK**
ATTN: RAY GARCIA
PARKS, RECREATION & PUBLIC FACILITIES DIVISION
144 BROADWAY
TURLOCK, CALIFORNIA 95380
PHONE: (209) 668-5599 Ext. 4458
FAX: (209) 668-5619

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional 1 year terms, on the same terms and conditions, upon providing written notice to CONTRACTOR thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONTRACTOR will be allowed to increase prices. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in CONTRACTOR's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, MMC, City Clerk

TREES, INC.

By: _____

Title: _____

Print name: _____

Date: _____

SCHEDULE "A"

REQUIRED CREW COMPLEMENT AND HOURLY RATE

NUMBER OF CREWS	CREW TYPE	CREW DESCRIPTION	HOURLY RATE PER CREW						
			1-1-15 TO 12-31-15			1-1-16 TO 12-31-16			COMMENTS
			REG	OT 1	OT II	REG	OT 1	OT II	
*7	A	1 – Working Foreman 1 – Line Clearance Tree Trimmer 1 – 50' Aerial Lift Dump Truck 1 – Trailer Mounted Chipper 1 – Hydraulic Stick Pruner 1 – Hydraulic Stick Saw 1 – Gasoline Powered Chain Saw with 12" or 14" Bar 1 – Lot – Incidental Hand, Rigging & Climbing Tools	92.00	125.74	159.49	95.11	130.22	165.33	
1	C	1 – Working Foreman 2 – Line Clearance Tree Trimmers 1 - Groundsman 1 – Dump Truck with Chipper 3 – Gasoline Powered Chain Saw with 12" or 14" Bar 1 – Lot – Incidental Hand, Rigging & Climbing Tools	150.23	211.94	273.66	155.92	220.14	284.36	
1	S	1 – Supervisor 1 – Pickup Truck with Vehicle Mounted Telephone 1 – Gasoline Powered Chain Saw with 24" Bar	43.41	59.03	74.66	44.46	60.55	76.63	

* Quote per crew

SCHEDULE "A"

REQUIRED CREW COMPLEMENT AND HOURLY RATE

NUMBER OF CREWS	CREW TYPE	CREW DESCRIPTION	HOURLY RATE PER CREW						
			1-1-13 TO 12-31-13			1-1-14 TO 12-31-14			COMMENTS
			REG	OT 1	OT II	REG	OT 1	OT II	
* 7	A	1 – Working Foreman 1 – Line Clearance Tree Trimmer 1 – 50' Aerial Lift Dump Truck 1 – Trailer Mounted Chipper 1 – Hydraulic Stick Pruner 1 – Hydraulic Stick Saw 1 – Gasoline Powered Chain Saw with 12" or 14" Bar 1 – Lot – Incidental Hand, Rigging & Climbing Tools	86.37	117.64	148.90	89.51	122.16	154.81	
1	C	1 – Working Foreman 2 – Line Clearance Tree Trimmers 1 - Groundsman 1 – Dump Truck with Chipper 3 – Gasoline Powered Chain Saw with 12" or 14" Bar 1 – Lot – Incidental Hand, Rigging & Climbing Tools	140.02	197.24	254.46	145.75	205.49	265.24	
1	S	1 – Supervisor 1 – Pickup Truck with Vehicle Mounted Telephone 1 – Gasoline Powered Chain Saw with 24" Bar	41.39	56.13	70.86	42.37	57.54	72.70	

SCHEDULE A

* Quote per crew

EXHIBIT "B"
SCOPE OF WORK
CONTRACT NO. 13-013

A. SCOPE OF WORK

1. **Overview** - Contractor shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide tree pruning and/or removal services as required by the City. The City's requirements are as follows: (1) routine pruning of selected street trees, park trees and trees located on public property or in the public right of way as required by the Public Facilities Maintenance Division.

2. **Pruning Standards** - Pruning standards for trees listed shall be in accordance with the American National Standards Institute Tree Maintenance Standard A300 (2001) and the International Society of Arboriculture Tree-Pruning Guidelines (1995). No pruning shall involve more than 25% of bulk material removed from the trees, and tip tinning will be the requirement for the majority of trees in this contract. Work shall also include the repairs and/or replacement of existing improvements affected by the work to their original condition and the necessary "cleanup" to restore the work site(s) to a satisfactory condition. All work shall be done in compliance with the standards, objectives and practices as described in section B (Pruning Requirements).

3. **Unit Routine Maintenance Work; Location of Work** – Contractor shall perform tree trimming work at assigned locations within the City of Turlock City limits. The City shall deemed the "Routine Maintenance Work" area, and all trees trimming work performed in such areas shall be performed on a "Unit Routine Maintenance Work" basis, and charged at Firm Unit Prices. In the event that the City directs the Contractor to perform work other than as planned and agreed in advance by the City, the Contractor shall charge, and the City shall pay, for such work on a Time and Material basis in accordance to Paragraph C of Rates, attached as Schedule A to the Agreement.

4. **Days and Hour of Work** – Contractor crew type A, C, and S, shall perform regular tree trimming work eight (8) hours per day, five (5) days per week (Monday through Friday, inclusive) except on City holidays and periods of suspension defined in the Agreement.

   Contractor's supervisor (crew type S) shall perform regular supervisory work eight (8) hours per day, five (5) days per week (Monday through Friday, inclusive) except on City holidays and periods of suspension defined in the Agreement.

   Contractor's crews shall not perform regular tree trimming work on City holidays:

   a) New Year's Day, January 1
   b) Martin Luther King Birthday, Third Monday in January
   c) President's Day
   d) Memorial Day, Last Monday in May
   e) Independence Day, July 4
   f) Labor Day, First Monday in September
   g) Veteran's Day, November 11
   h) Thanksgiving Day

i) Day after Thanksgiving
j) Christmas Day

Contractor shall receive no holiday compensation from City.

Regular hours of work shall start at 7:00 a.m. or 7:30 a.m. (Pacific Time) as determined by City's Representative in order to coordinate with Department Representative's work hours. All work requested and authorized by City's Representative and performed by Contractor outside of regular days and hours of work defined herein shall be overtime work.

5. Crews – Contractor crew shall consist of the personnel, equipment, and tools described herein. Contractor shall not perform tree trimming work with any crew that is missing any personnel, equipment, or tool component described herein. Contractor may substitute upgraded personnel, equipment or tools on any crew provided such substitution is approved by City's Representative. Contractor shall receive no additional compensation for such substitution.

(a) Crew Type A
1 – Working Foreman
1 – Certified Line Clearance Tree Trimmer
1 – 50' Aerial Lift Dump Truck
1 – Trailer Mounted Chipper
1 – Hydraulic Stick Pruner
1 – Hydraulic Stick Saw
1 – Gasoline Powered Chain Saw with 12" or 14" Bar
1 – Lot-Incidental Hand, Rigging, & Climbing Tools

(b) Crew Type C
1 – Working Foreman
2 – Line Clearance Tree Trimmers + 1 Grounds man
1 – Dump Truck with Chipper
3 – Gasoline Powered Chain Saws with 12" or 14" bar
1 – Lot-Incidental Hand, Rigging, & Climbing Tools

(c) Crew Type S
1 – Supervisor
1 – Pickup Truck with Vehicle Mounted Telephone
1 – Gasoline Powered Chain Saw with 24" Bar
1 – Trailer Mounted Light Traffic Control Sign

B. PRUNING REQUIREMENTS

1. Safety Standards:

a) American National Standard Institute publication – Z133.1-2000, hereinafter referred to as "ANSI-Z133.1-2000", incorporated by this reference, shall be made a part of and included in the specifications as the safety requirements. In addition to meeting qualified tree worker's qualifications, all employee and equipment worked within ten-foot proximity of energized conductors in excess of 750 volts shall be qualified line-clearance tree trimmers or qualified line-clearance tree trimmer trainees using approved tools and equipment.

b) Contractor shall, prior to commencing work, provide to the City documented proof that its employees have participated in an appropriate training program and copies of certifications that its equipment and tools have passed Dielectric Tests.

c) All incidental power and hand tools shall have passed Dielectric Tests, where required.

d) Contractor shall adhere strictly to all OSHA safety requirements.

2. **General Tree Maintenance Standards** – The general ISA pruning guidelines shall be followed during all types of pruning assignments.

a. **References** – The following references shall be included as authoritative references; and unless explicitly addressed in these specifications, pruning techniques shall be consistent with these references:

1) *Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines*, 3rd Edition, R.W. Harris, James R. Clark, Nelda Matheny, 1999.

2) *ANSI A300. Standard Practices for Tree, Shrub and Other Woody Plant Maintenance*, American National Standards Institute, Washington D.C., 2001.

3) *Tree Pruning Guidelines*, International Society of Arboriculture, Savoy, IL, 1995

4) *Tree Pruning: A Worldwide Photo Guide*, A.L. Shigo, Durham NH, 1989.

b. **General Pruning Objectives** – The primary objective of street tree pruning in the City of Turlock is structural integrity and public safety. Where identifiable, tree hazards are mitigated to reduce risk to the public. Following are the primary objectives of pruning trees.

1) ***Crown Cleaning*** – *The removal of dead, dying, diseased, crowded, weakly attached, low-vigor branches from a tree's crown.* Crown cleaning shall be performed on all City trees specified. This procedure is specifically intended to remove hazardous or potentially hazardous limbs. It is not intended as thinning or "opening up" a tree's canopy.

2) ***Crown Raising*** – *The raising of lower branches of a tree to provide clearance for vehicles, pedestrians, signage or traffic signals.* All trees shall be evaluated for crown rising. This is one of the primary functions of City tree pruning. The ideal canopy shall allow for a least ½ of the tree's foliage in the lower 2/3 of the tree's height as measured from the soil line to the top of the tree's canopy. **The standard in Turlock is to allow a minimum street clearance of sixteen (16) feet but not more than twenty (20) feet, between the lowest limb or foliage of such trees and the public street and sidewalk clearance of seven (7) feet but not more than 10 (ten) feet between the lowest limb or foliage and the public sidewalk.** For trees less than 30 feet tall, temporary scaffold branches below the 16-foot or 7-foot height standard shall remain on the tree--especially in areas where such removal either puts less than ½ the foliage in the lower 2/3 of

the tree or removes more than 25% of the leaf area or both. Such branches can be headed back to provide vehicular or pedestrian clearance, as necessary.

3) ***Crown Thinning*** – *Selective removal of branches to increase light penetration and air movement through the tree and reduce the overall weight of scaffold branches.* Thinning shall remove entire primary, secondary or tertiary lateral branches back to their points of origin. Crown thinning shall be limited to weight reduction--especially for *Pistacia Chinensis* street trees. City-owned trees **shall not** be thinned to expose the scaffold branches. "Lion Tailing," or the stripping of interior foliage, is not permitted. Interior foliage shall remain in the tree but may be headed back to reduce total branch weight, if necessary.

4) ***Crown Reduction*** – *Thin out or head back branches of a tree to reduce the tree's size in either height or spread or both.* All *Liquidambar* trees shall be considered for crown reduction pruning--especially very large trees (greater than 30 feet) where co-dominant laterals have not been reduced. Long scaffold branches with little taper and excessive end weight shall be reduced in length. Larger *Pistacia Chinese* and *Magnolia grand flora* trees shall be considered for crown reduction if they extend over residential structures. Severe crown reduction that requires removal of very large limbs, i.e. greater than 6 inches in diameter, shall require written authorization by the Parks, Recreation and Public Facilities Manager.

c. **General Pruning Objectives**

1) ***Reasons for Pruning*** – All pruning of all trees shall be done for a specific reason. Pruning shall include Crown Cleaning for all trees, Crown Raising for all trees to meet the clearance standards, and Crown Reduction for those species where branch length and weight present a potential structural problem for a specific tree. Crown thinning, aesthetic or sculptural pruning shall not be performed on any tree except as specifically directed by the Public Facilities Maintenance Supervisor.

2) ***Precut / undercut*** – All limbs one inch in diameter (size of quarter) or over shall be precut on the underside of the limb to prevent splitting or ripping of bark. The final cut shall be from the top and distal to the undercut.

3) ***Rope Lowering of Limbs*** – All branches that cannot be dropped safely or controlled by hand shall be lowered to the ground by using a proper rope procedure. All limbs, which may damage structures, utilities, or landscaping beneath tree, shall be safely lowered by rope.

4) ***Painting / Wound Dressing*** – Pruning cuts shall not be coated with paint or wound dressing compound.

5) ***Final Pruning Cuts*** – Final pruning cuts shall be made without leaving a stub and in a manner to favor the earliest possible covering of the wound by callus growth. This requires that the wound be as small as practicable, that the cut be just outside the branch-bark ridge, and that the cambial tissue at the edge of the cut is alive and healthy. Extremely flush cuts, which produce large wounds and weaken the tree at the cut, shall be avoided.

d. **Tree Maintenance Definitions**

1) ***Branch Bark Ridge*** – Raised area of bark in the branch crotch that marks where the branch wood and trunk wood meet.

2) ***Callus*** – New growth made by the cambium layer around wounds.

3) ***Cambium Layer*** – Growing point between the bark and sapwood (xylem).

4) ***Crown/Canopy*** – The upper portion of the tree that contains the tree foliage (leaves) – excludes basal suckers or sprouts.

5) ***Cut*** – Exposed wood area that remains after the branch or branch part has been removed.

6) ***Drop Crotch*** – Older terminology that conveyed severe crown reduction by removal of major branches, typically lowering the height of the tree. This process usually eliminates the natural structure of the tree by removing the leader to major scaffold branch.

7) ***Dormant*** – A condition of non-active growth. Deciduous trees are considered dormant from the time the leaves fall until new foliage begins to appear.

8) ***Heading/Cut*** – The cutting of branch or stem back to a stub, small branch or bud that is too small to take over the terminal role.

9) ***Lateral Branch*** – A branch or sub-branch of a tree that arises from the trunk or scaffold branches.

10) ***Rising*** – The removal of lower branches for clearance between the ground and canopy of the tree.

11) ***Parent Stem*** – The main trunk system of the tree. This includes the single or multiple trunks of a single tree.

12) ***Precut or Precutting*** – The removal of a branch at least six inches beyond the finished cut to prevent splitting into parent stem or branch.

13) ***Sap Flow*** – The course assumed by sap in its movement through a tree.

14) ***Scaffold Branch(s)*** – The main (primary) branches that arise for the trunk(s) of the tree that form the basic structure (architecture) of the tree.

15) ***Scars*** – Natural or man-made lesions of the bark in which wood is exposed.

16) ***Suckers*** – Abnormal growth of small branches usually not following the general pattern of the tree.

17) ***Terminal Role*** – A branch or main stem (trunk) that is the growing terminal point or points of the tree. Typically, the terminal branch will direct new growth throughout the end or terminal buds of the branch.

18) ***Thinning/Cut*** – The removal of a branch in its entirety back to its point of origin or to the branch or stem from which it arises. Typically, thinning cuts allow a tree to redistribute the growth throughout the remaining branch(s) of the tree. This is in contrast to a heading cut that shortens a branch to a point that does not allow the tree to redistribute the growth, consequently forcing vigorous, usually vertical growth at the end of the headed branch.

19) ***Tracing*** – Cutting of the bark along the lines of sap flow of a wound to remove loose bark and to encourage healing around the wound area.

20) ***Topping*** – The indiscriminate removal of a tree's trunk and main branches back to stubs or small branches to primarily reduce the height of a tree.

21) ***Waterspouts*** – A shoot arising from a latent, adventitious bud that has sprouted along a branch in response to a stimulus.

3. **Pruning Requirements**

a. All cuts shall be made sufficiently close to the parent stem so that sealing can readily start under normal environmental conditions but not as close to cut below the branch bark ridge.

b. All limbs greater than one inch in diameter (size of a quarter) shall be precut to prevent splitting. All branches 3-1/2 inches in diameter or larger shall be lowered to the ground using the proper ropes.

c. When working on a diseased tree where there is a danger of transmitting the disease to healthy trees, tools shall be disinfected with alcohol after each cut and between trees.

d. On scars or wounds where callus growth is not already established, trace the scars or wounds to firm cambium tissue unless other treatment is designated by the Public Facilities Maintenance Supervisor.

e. All girdling roots visible to the eye shall be reported to the Public Facilities Maintenance Supervisor.

f. Any structural weakness, decayed trunk or branches, split crotches, and/or branches or heavy limbs with potential for failure shall be immediately reported to the Public Facilities Maintenance Supervisor who will determine the course of action.

g. When making crown reductions, shorten branches or leader to the lateral that is at least one-half the diameter of the branch being removed. Cuts to laterals that are less than one-half the diameter of the branch being removed shall be at the direction and approval of the Public Facilities Maintenance Supervisor.

h. In reducing a tree's overall size, attention shall be given to symmetrical appearance. The tree's form should conform to the habit and character of the species.

i. On thin bark trees, such as magnolia, avoid removing foliage that exposes inner bark to the sun. Where trees have foliage or short shoots along a branch, especially in response to previous exposure to sunlight, leave foliage on the tree. Where waterspouts are greater than twelve inches long, they should be headed back to twelve inches rather than removed.

j. Contractor's employees shall not use climbing spurs when climbing any street tree. Pruners/climbers shall always use rope and saddle when entering and working in a tree.

k. Unless heading cuts are required, pruning cuts should be made so that the diameter of any remaining branch at the point of attachment is one-half or less in diameter than the branch from which it arises.

l. In general, the reduction in the size of a tree should not remove more than one-fourth of the total foliage area in a single year.

C. RATES

Rates for services shall be:

Labor Rates from 1/1/2013 to 12/31/2013

Hourly Crew type A Labor straight time:	$86.37 per hour
Hourly Crew type A Overtime rate over 8 hours:	$117.64 per hour
Hourly Crew type A Double time rate:	$148.70 per hour
Hourly Crew type C Labor straight time:	$140.02 per hour
Hourly Crew type C Overtime rate over 8 hours:	$197.24 per hour
Hourly Crew type C Double time rate:	$254.46 per hour
Hourly Crew type S Labor straight time	$41.39 per hour
Hourly Crew type S Overtime rate over 8 hours:	$56.13 per hour
Hourly Crew type S Double time rate:	$70.86 per hour
Unit (tree) price for Calendar Year 2013	$64.69 per unit

Labor Rates from 1/1/2014 to 12/31/2014

Hourly Crew type A Labor straight time:	$89.51 per hour
Hourly Crew type A Overtime rate over 8 hours:	$122.16 per hour
Hourly Crew type A Double time rate:	$154.81 per hour
Hourly Crew type C Labor straight time:	$145.75 per hour
Hourly Crew type C Overtime rate over 8 hours:	$205.49 per hour
Hourly Crew type C Double time rate:	$265.24 per hour
Hourly Crew type S Labor straight time	$42.37 per hour
Hourly Crew type S Overtime rate over 8 hours:	$57.54 per hour
Hourly Crew type S Double time rate:	$72.70 per hour

Unit (tree) price for Calendar Year 2014	$67.05 per unit

Labor Rates from 1/1/2015 to 12/31/2015

Hourly Crew type A Labor straight time:	$92.00 per hour
Hourly Crew type A Overtime rate over 8 hours:	$125.74 per hour
Hourly Crew type A Double time rate:	$159.49 per hour
Hourly Crew type C Labor straight time:	$150.23 per hour
Hourly Crew type C Overtime rate over 8 hours:	$211.94 per hour
Hourly Crew type C Double time rate:	$273.66 per hour
Hourly Crew type S Labor straight time	$43.41 per hour
Hourly Crew type S Overtime rate over 8 hours:	$59.03 per hour
Hourly Crew type S Double time rate:	$74.66 per hour
Unit (tree) price for Calendar Year 2015	$68.94 per unit

Labor Rates from 1/1/2016 to 6/30/2016

Hourly Crew type A Labor straight time:	$ 95.11 per hour
Hourly Crew type A Overtime rate over 8 hours:	$130.22 per hour
Hourly Crew type A Double time rate:	$165.33 per hour
Hourly Crew type C Labor straight time:	$155.92 per hour
Hourly Crew type C Overtime rate over 8 hours:	$220.14 per hour
Hourly Crew type C Double time rate:	$284.36 per hour
Hourly Crew type S Labor straight time	$44.46 per hour
Hourly Crew type S Overtime rate over 8 hours:	$60.55 per hour
Hourly Crew type S Double time rate:	$76.63 per hour
Unit (tree) price for Calendar Year 2016	$71.29 per unit
Parts and supplies:	At cost

The City neither implies nor guarantees a specific level of usage, if any, under this Agreement. Rates shall remain firm for the entire contract period.

D. CONTRACTOR REQUIREMENTS

1. **Examination of Site** – The successful Contractor shall be responsible for examining each job site and comparing it with all specifications and contract documents and for having satisfied itself as to the conditions under which the work is to be performed before entering into this contract. Further, no allowance shall subsequently be made on behalf of the Contractor on account of an error, negligence or failure to acquaint itself with the conditions of each site or of the streets or roads approaching each site.

2. **Quantities** –The tree quantities listed in these specifications are estimates only and being given to form a basis for the comparison of bids. The City does not guarantee that the actual amount of work will correspond to the work described in these specifications, but

reserves the right to increase or decrease the amount of any class or portion of the work or to omit items or portion of the work that may be deemed necessary by the Supervisor of Trees and Landscape.

3. **On-Site Staffing Requirements** – There shall be a minimum of one contractor-employed certified Arborist supervising the work and a minimum of one certified tree worker on the job at all times.

4. **Personnel** – Contractor shall utilize only qualified, certified, experienced, and trained personnel to perform tree trimming work. Contractor shall comply with all requirements of federal, state, and local rules, regulations and laws that apply to the work. Contractor shall, at its own expense, provide proper training to ensure that its personnel are certified, trained, and updated in all applicable tree trimming and associated work procedures. Contractor shall have a CAL/OSHA approved training program and an ongoing Multimedia First Aid Program, Cardio-Pulmonary Resuscitation Program, a monthly safety program, and documentation showing all its personnel have successfully passed the required tests and are currently certified. Contractor shall provide the training documentation for review upon request of City's Representative. Contractor shall provide to the City certification for each employee performing work under this Agreement that such employee is a qualified tree trimmer. Contractor must have staff Arborists and tree workers certified by the Western Chapter of the International Society of Arboriculture.

   a. Supervisor shall have a minimum of five (5) years performing duties of a foreman, and one (1) year performing the duties of a Certified Line Clearance Tree Trimmer.

   b. Working Foreman shall have a minimum of one (1) year performing the duties of a Line Clearance Trimmer.

   c. Certified Line Clearance Tree Trimmer shall be familiar through related training and one and one-half (1-1/2) continuous years of on-the –job experience, with the hazards in line clearance. He or she shall have demonstrated performance of the special techniques involved, including at least one (1) year of experience operating an aerial lift in proximity to high voltage line.

   d. Qualified Tree Worker shall be familiar, through related training and on-the-job experience, with the techniques and hazards of tree maintenance, removal, and the equipment used in the specific operations involved.

5. **Notification and Relations with Property Owners**

   a. ***Notification*** – When applicable, Contractor shall notify all affected residents by hanging a completed door tag on the doors of the affected homes at least forty-eight (48) hours in advance of all work being done on their frontage to arrange for removal of vehicles from the work area. Additionally, "No Parking" signs shall be posted on the street forty-eight (48) hours in advance, if necessary. Property owners shall be provided access to their property over both walkways and driveways at all times. Contractor shall provide all necessary bridges or ramps and/or construct work in stages to allow access. All costs involved in providing access shall be included in the amount bid for the various bid items, and no additional compensation will be allowed. The City shall furnish door tags and "No Parking" signs.

b. ***Complaints*** – Should complaints occur; the Public Facilities Maintenance Supervisor or his designee may require Contractor to delay pruning until the complaint is resolved by the City. Further, the City shall not be liable to Contractor for any additional delay caused by the need to resolve any such dispute. If objection to the pruning occurs while work is in progress, Contractor shall immediately stop work on tree or trees in question and attempt, to the best of Contractor's abilities, to resolve the dispute. If Contractor cannot promptly resolve the complaint, Contractor shall immediately notify the Public Facilities Maintenance Supervisor or His designee. Work shall not resume on the disputed tree or trees until City settles complaint.

c. **Delays** – Contractor shall assume that delays will occur while the City attempts to resolve citizen complaints and shall be prepared to move on to the next scheduled tree work.

d. **Public Relations** – Contractor shall be aware that he/she is an integral part of a continuing City service to which the citizens are accustomed. All public contact shall be courteous, congenial, and informational only. Discourtesy will NOT BE TOLERATED.

6. **Protection of Property** – Contractor shall maintain the work site in as clean and debris-free condition as is feasible. Contractor shall not pile debris or equipment, or otherwise trespass on private property, unless it has obtained specific permission from the property owner. Contractor shall take reasonable precautions to cause the least possible damage to existing improvements and landscaping in the work area on both public and private property.

7. **Disposals and Cleanup**

a. At the end of each day or any time tree pruning is suspended at a given location, Contractor shall remove all equipment, debris, or any other obstructions from the roadway and public right-of-way to assure the roadway is open and clear for use by public traffic.

b. All tree trimming and debris resulting from tree care work shall be promptly removed from the work site and properly disposed of at Contractor's expense, except for usable wood chips as listed below (Item "e").

c. As a disease prevention measure, all wood trimmings or wood chips from diseased trees shall be properly disposed of at the refuse disposal site.

d. Contractor shall observe the following wood disposal policy of the City. Usable wood shall be cut into lengths manageable by one person except when tree trunk sizes make it impractical to do so. Contractor shall not leave cut wood unless the property owner or owners have specifically requested it.

1. Owner of property on which a tree is growing shall have first choice over any usable wood collected from such trees.

2. Any City resident who requests usable wood at time of cutting shall have the second choice of such wood.

e. Usable wood chips will be delivered at a specific job site as directed by City Staff.

f. Upon completion of tree pruning or other tree care work, the area shall be cleaned to a condition at least equal to that, which existed when work was started. Undergrowth and adjacent shrubbery or trees sustaining broken branches or other injury resulting from this operation shall receive corrective treatment.

g. All costs for disposal and cleanup shall be included in bid pricing, and no additional special compensation will be allowed.

8. **Dust and Noise Control** – Contractor shall provide a relatively "dust free" project. The work areas shall be sprinkled as often as necessary to alleviate or prevent dust nuisance. A dust palliative may be used as an alternate to water at Contractor's option.

   No separate payment will be made for any work performed or material used to control dust caused by Contractor's performance of the work, either inside or outside the right of way. All costs for dust control shall be included in bid pricing, and no additional special compensation will be allowed.

   Equipment shall be operated in a manner, which will minimize offensive noise. When tree trimmings have been chipped, chipper shall be moved as close as practical to the next tree or trees to be pruned. Chippers shall not be operated in one location for extended periods of time.

9. **Equipment** – All tools shall be clean, sharp and in proper working order and shall be checked for safety before each job. All trucks, chippers, and other heavy equipment shall be in good operating condition at all times, well maintained, and operated in compliance with all applicable laws and regulations.

10. **Public Convenience and Safety** –Contractor shall conduct its operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect and maintain sufficient warning and directional signs as well as barricades and lights and shall furnish sufficient flagmen to give adequate warning to the public at any time dangerous conditions exist due to tree work. Contractor shall obtain approval from the City Traffic Engineer for any detours required in connection with the work.

    In general, for minor streets, at least one traffic lane shall be maintained open in each direction. However, if only one lane is open, a flagman must be present. For major streets, the City Traffic Engineer shall approve proposed traffic control before the work is started. However, in general, at least one traffic lane in each direction shall be kept open; and the moving lanes shall not be closed during the morning and evening peak traffic periods. Contractor is alerted to the high volumes of traffic on some streets, which are part of this contact. Contractor shall perform all work in compliance with these specifications, OSHA requirements, and State of California Safety Regulations. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Vehicle will not be driven onto the area to be maintained unless materials are too heavy for a person to carry to the area. The Contractor acknowledges that the City is relying on the Contractor to ensure such compliance. All traffic control costs shall be included in bid pricing, and no additional special compensation will be allowed.

11. **Existing Utilities** – It is the Contractor's responsibility to verify the location of all existing utilities, including P.G. & E., P.T.&T., California Water Service, Tele-Communications (cable television), and Air Products (nitrogen gas line). Contractor shall coordinate the work with the respective utility companies. Contractor is required to call Underground Service Alert (USA Center at (800) 642-2444, forty eight (48) hours in advance of any excavation activity, so that all existing underground facilities can be located and marked.

12. **Water** – All costs and expenses for water used on the project shall be included in the applicable items on the Bid Pages, and no extra compensation shall be paid to the Contractor for water. You must obtain a Hydrant Permit for the purchase of potable water from the City of Turlock Municipal Services (City Hall) at 156 S. Broadway, Ste 270 or call (209) 668-5590 or (209) 668-5599 Ext. 4404.

13. **Coordination of Work** – Contractor shall coordinate all tree care work activity with the Public Facilities Maintenance Supervisor, or his designee. Contractor's designated representative and the City's representative together shall exercise control of the contracted work. If necessary, the City Traffic Engineer will also issue special instructions, depending on circumstances. Contractor shall establish a uniform time schedule for the performance of routine tree work and shall ensure compliance with specified hours of work or special tree care requirements included in these specifications. Following contract award, the Public Maintenance Supervisor, or his designee, shall schedule a pre-work conference with the following in attendance:

    a. City Traffic Engineer or his designee
    b. Contractor's Representative
    c. City Public Facilities Maintenance Supervisor

    All cost of coordinating work with utility companies, other contractors, and City crews shall be included in bid pricing; and no additional special compensation will be allowed.

14. **Inspections** – Contractor shall notify the City Public Facilities Maintenance Supervisor, or his designee, twenty-four (24) hours in advance of "Move-on". Daily work inspections by the City shall be conducted during normal working hours, and designated City staff shall have access at all times to the work being performed. Contractor shall maintain full knowledge with respect to the progress and quality of the work being performed. Should any inspection report indicate failure to satisfactorily maintain and execute the work, Contractor shall immediately rework the area as directed by the Public Facilities Maintenance Supervisor, his designee at no cost to the City.

15. **Authority** – The Public Facilities Maintenance Supervisor or his designee shall decide any and all questions about the quality or acceptability of work performed and about the manner of performance and/or rate of progress of the work. This includes questions about specification interpretation and Contractor's fulfillment of contract requirements.

16. **Deviations** – Deviations from these specifications, if required by unforeseen events, will be mutually determined in all cases by the Public Facilities Maintenance Supervisor or his designee and Contractor.

17. **Temporary Suspension of Work** – The Public Facilities Maintenance Supervisor or his designee shall have the authority to suspend the work wholly or in part, for as much time as deemed necessary, due to unsuitable weather or any other condition considered

unfavorable for suitable execution of the work.

18. **Suspension of Contract** – If, in the opinion of the Parks, Recreation and Public Facilities Manager, or his designee, Contractor has failed to supply an adequate workforce or equipment or has failed to execute the work with due diligence as required under the terms of the contract, written notice shall be provided to Contractor. Should Contractor neglect or refuse to provide means for satisfactory compliance with the contract, within the time specified, the Public Facilities Maintenance Supervisor or his designee shall have the authority to suspend the operation of Contractor and commence termination of the contract.

19. **Quality of Work** – All unsatisfactory work shall be remedied at no additional cost to the City and in a manner acceptable to the Public Facilities Maintenance Supervisor, his designee, or his designee. Any work performed outside requirements of these specifications or any extra work done without written authority from the City will be considered unauthorized and not eligible for remuneration. Upon Contractor's failure to comply with specifications or City directives, the City reserves the right to remedy the unsatisfactory work by using City employees or those of another contractor and to deduct the cost thereof from any monies due, or to become due the Contractor.

20. **Superintendence** – Contractor must provide for adequate supervision of its employees and inspection of all work performed to insure that each requirement of these specifications is consistently met. A fully-qualified supervisor representing Contractor shall be readily available to meet with the Public Facilities Maintenance Supervisor or his designee, as needed, for the purpose of correcting problems, resolving conflicts and complaints, reviewing work schedules, and complying with personnel and equipment requirements.

21. **Character of Workers** –Contractor agrees to remove from service any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, insubordinate, dangerous, disruptive, or otherwise objectionable. Contractor shall in NO way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall prohibit the use of alcoholic beverages or drugs of any nature, except those for medical purposes, by drivers and crewmembers. Employees shall be properly and neatly clothed and shall behave in an efficient manner. It shall be Contractor's responsibility to communicate with its employees and make them aware of all City requirements as set forth in these specifications.

22. **Final Acceptance** – Contractor shall provide written notice to the City that the work is ready for final inspection and acceptance. Notice shall communicate to the Public Facilities Maintenance Supervisor that the Contractor has carefully inspected all portions of the work, that all specifications have been reviewed in detail and that all conditions of the contract have been fulfilled.

E. PREVAILING WAGE PROVISIONS

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720), Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work. Information on the prevailing rate of per diem wages is available by calling the State of California Labor Market information (LMI) at 415-703-4780 or on the internet at www.dir.ca.gov/DLSR (Refer to section 5.03 of the General Provision, August 2007 edition, for further information.

5I

Council Synopsis

April 23, 2013

From: Allison Van Guilder, Parks and Recreation Manager

Prepared by: Karen Packwood, Parks, Recreation and Public Facilities Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving budget adjustments to the appropriate account numbers for the ASES Program in Fund 270 "Recreation Grants and Donations" as delineated on Attachment A to the Resolution

2. DISCUSSION OF ISSUE:

The City of Turlock along with the Stanislaus County Office of Education (SCOE), and Turlock Unified School District (TUSD), specifically Brown Elementary School, Crowell Elementary School, Cunningham Elementary School, Osborn Elementary School, Turlock Jr. High School and Wakefield Elementary School work together with Project SAFE II – ASES (Supporting After School for Everyone) Consortium towards the mutual goal of providing safe, meaningful opportunities for students during the after school hours. In fall 2012, TUSD specifically Turlock Jr. High School agreed to temporarily over enroll at Turlock Jr. High School and offset part-time staffing costs not to exceed $4,200. Participation numbers have not diminished, therefore TUSD agreed to pay the additional staffing expenses for the school year. The staffing costs of Turlock Jr. High School are not to exceed $11,000.

TUSD specifically Osborn Elementary School also over enrolled for the school year and TUSD agreed to fund staffing expenses not to exceed $11,475.00.

This is the sixth year of Proposition 49 funding for this after-school program. At the time the 2012-13 budget was prepared, staff did not have complete information to know at what level this program would be funded.

3. BASIS FOR RECOMMENDATION:

A) Recreation Division has limited or no funds for financial support of this program, thus additional funds from grant sources are needed to offer after school programs for children in the community.

B) By entering into this agreement, the City would be able to leverage resources to increase needed Recreation programs for community youth.

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

Attachment A to the Resolution details the adjustments necessary to bring the budgets for the general ledger accounts used to account for this Grant in Fund 270 "Recreation Grants and Donations" into agreement with the grant documents for the program.

There will be no impact to the General Fund of the proposed budget adjustments.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

There is a need for enhanced after school programs within the community and without these funds the Parks, Recreation and Public Facilities Division would not be able to provide staffing, equipment or the supplies to meet this need. Not entering into this agreement would limit the number of children who would be eligible to participate and the Parks, Recreation and Public Facilities Division would have to continue seeking additional grants and community donations for the after school programs.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING BUDGET ADJUSTMENTS TO THE APPROPRIATE ACCOUNT NUMBERS FOR THE ASES PROGRAM IN FUND 270 "RECREATION GRANTS AND DONATONS" AS DELINEATED ON ATTACHMENT A TO THE RESOLUTION	}	**RESOLUTION NO. 2013-**

WHEREAS, by separate action the City Council has approved a Memorandum of Understanding among the Stanislaus County Office of Education, the City of Turlock and the Turlock Unified School District to implement the Project Safe II – ASES Program for the 2012-13 fiscal year; and

WHEREAS, the Turlock Unified School District has agreed to temporarily over enroll at Turlock Jr. High School and to fund part-time staffing expenses in an amount not to exceed $15,200 (the amount of $4,200 was previously approved by Council on Resolution No. 2012-153); and

WHEREAS, Turlock Unified School District has also agreed to temporarily over enroll at Osborn Elementary School and to fund part-time staffing expenses in an amount not to exceed $11,475; and

WHEREAS, now that the actual funding level has been determined, staff requests adjustments to the revenue and expenditure accounts used for this program in Fund 270 "Recreation Division Grants and Donations" as delineated in Attachment A to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the budget adjustments for the ASES After-School program for the 2012-13 fiscal year as delineated in Attachment A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Attachment A

		Current 2012-13 Budget	Revised 2012-13 Budget	Budget Amendment Necessary inc (dec)
Revenues				
TUSD Funding				
270-61-635-395.35722	Osborn	$ 0	$11,475	$11,475
270-61-635-409.35722	TJHS	$0	$15,200	$15,200
ASES Funding				
270-61-635-409.35720	TJHS	$71,710	$67,510	$(4,200)
(previous budget adjustment for TUSD funding posted to incorrect revenue account)				
	NET ADJUSTMENT			$22,475

Expenditures				
Salaries				
270-61-635-395.41002_0000	Osborn	$53,372	$63,022	$9,650
270-61-635-409.41002_0000	TJHS	$56,680	$65,930	$9,250
Benefits				
270-61-635. various	Osborn	$14,357	$16,182	$1,825
270-61-635. various	TJHS	$8,764	$10,514	$1,750
	NET ADJUSTMENT			$22,475

5J

Council Synopsis

April 23, 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: Affirming the City Manager's action of having mailed a letter in support of the homebasing of the U.S. Navy's contingent of F-35C Joint Strike Fighters at Naval Air Station (NAS) Lemoore, California

2. DISCUSSION OF ISSUE:

The U.S. Navy intends to base all its West Coast F-35C aircraft at one location in order to maximize the efficiency of support facilities, simulation devices, and on-site support personnel. More than 100 Department of Defense airfields were examined in a three-level screening process to identify potentially suitable F-35C homebase locations. After reviewing the geographic considerations, airfield characteristics, and operational mission compatibility factors, the two installations that best met Navy requirements were Naval Air Facility (NAF) El Centro, Imperial County, and Naval Air Station (NAS) Lemoore, Kings and Fresno Counties. As a result, the Navy ordered an Environment Impact Statement of the two proposed alternatives.

According to the U.S. Navy Joint Strike Fighter F-35C West Coast Homebasing Environmental Impact Statement (www.navyf35cwestcoasteis.com), the homebasing at NAS Lemoore would facilitate an estimated 1.6 million square feet of construction, expansion, and modification projects while increasing military and contractor/civilian personnel by an estimated 751 personnel, with their respective dependents estimated at approximately 1,569.

Additionally, in FY 2008 and prior to F-35C considerations, NAS Lemoore contributed $654 million to the regional economy and supported more than 4,540 jobs in the surrounding area. NAS Lemoore is an important economic engine for Lemoore and all other nearby cities and the enhanced support of the F-35C aircraft would further invigorate the local economy.

The City of Lemoore strongly supports homebasing the F-35C at NAS Lemoore and has asked for letters of support from local agencies. As the deadline for receipt of letters of support was set to be April 22, 2013, the letter of support had

to be mailed prior to the next scheduled April 23rd, 2013 Council Meeting. The City Manager therefore, mailed the letter of support with the intent of reporting back to Council the action taken (Attachment A).

3. BASIS FOR RECOMMENDATION:

Not specifically identified within the City Strategic Plan as this item does not pertain to the ongoing operation and overall maintenance of City facilities, equipment or infrastructure. However, homebasing the F-35C Joint Strike Fighter at NAS Lemoore will have an effect on the continued success of NAS Lemoore, enhancing the overall quality of life in the greater San Joaquin Valley.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A. The Council could elect to withhold its support for homebasing the F-35C at NAS Lemoore, with staff rescinding the letter of support.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AFFIRMING THE CITY MANAGER'S ACTION OF HAVING MAILED A LETTER IN SUPPORT OF THE HOMEBASING OF THE U.S. NAVY'S CONTINGENT OF F-35C JOINT STRIKE FIGHTERS AT NAVAL AIR STATION (NAS) LEMOORE, CALIFORNIA	}	**RESOLUTION NO. 2013-**

WHEREAS, the U.S. Navy intends to homebase all of its West Coast F-35C aircraft at one location; and

WHEREAS, that location has been identified to be either Naval Air Station (NAS) Lemoore, CA, or Naval Air Facility (NAF) El Centro, CA; and

WHEREAS, NAS Lemoore contributes significantly to the economic engine in the Lemoore area which enhances the overall quality of life in the greater San Joaquin Valley; and

WHEREAS, the City of Lemoore is in the process of petitioning support for their efforts to secure the homebasing privilege; and

WHEREAS, letters of support are required to have been received by April 22, 2013, prior to the April 23, 2013 scheduled Council Meeting; and

WHEREAS, a letter was mailed by the City Manager prior to approval by Council to adhere to the extreme time limitation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby affirm and support the City Manager's action of having mailed a letter to the U.S. Navy's Environmental Impact Statement (EIS) Project Manager in support of NAS Lemoore's efforts to secure the homebasing of the F-35C.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April 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

5K

Council Synopsis

April 23, 2013

From: Robert Jackson, Chief of Police

Prepared by: Betty Gonzalez / Presented by: Captain Jeff Lopes

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the service agreement with Warden's Office for the moving, dismantling and installing of new and existing Haworth products through the U.S. Communities Purchasing Program for the Turlock Public Safety Facility, in an amount not to exceed $34,610, without compliance to the formal bid procedure

2. DISCUSSION OF ISSUE:

The City has the opportunity to piggyback the U.S. Communities Government Purchasing Alliance program, with a multi-year contract with Haworth Inc., a sole source contract for product and services. The contract will provide state, local and municipal agencies, non-profit organizations and schools with access to Haworth office furniture reconfiguration and relocation services at a competitively bid pricing, without compliance to the formal bid procedure, as such is in the best financial interest of the City.

The moving, dismantling and installing of new and existing Haworth modular systems is needed for the Police Department for the new Public Safety building with Warden's Office who specialize in the installation/reconfiguration and are a certified representative for Haworth, Inc. Warden's Office has years of training and experience and their staff is well versed in the installation of various Haworth products.

3. BASIS FOR RECOMMENDATION:

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section §2-7-08 (b) (5): When engaged in joint purchasing plans with the State and/or other unit of government that have been approved by the Council.

Staff recommends for the City Council consideration authorizing the City Manager to execute the service agreement with Warden's Office, for a period of six (6) months through U.S. Communities Government Purchasing Alliance Contract for moving, dismantling and installing Haworth furniture for the Police

Department, in the amount not to exceed $34,610, without compliance to the formal bid process.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): 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:

Currently budgeted at line number:
305-40-441.51270 Police Construction Project

Fiscal impact to above line number: $34,610

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may deny the service agreement with Warden' Office. This alternative is not recommended; the City does not have the expertise or staff to provide this specialized service.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
WARDEN'S OFFICE
for
MOVE, DISMANTLE AND INSTALL HAWORTH WORKSTATIONS
FOR TURLOCK POLICE DEPARTMENT

CITY CONTRACT NO. 13-017

THIS AGREEMENT is made this 23rd day of April, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **WARDEN'S OFFICE**, a California Corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, CITY has a need to retain the services of a contractor to conduct moving, dismantling and installing Haworth workstations from Turlock Police Department to the new Public Facility building; and

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

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

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

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

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

OK for Agenda

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

21. CERTIFIED PAYROLL REQUIREMENT: For CONTRACTORS performing field work on public works contracts on which prevailing wages are required, CONTRACTOR shall

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

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

for CONTRACTOR: **WARDEN'S OFFICE**
ATTENTION: REBECCA GREEN
1415 J STREET
MODESTO, CA 95354
PHONE: (209)
FAX: (209)

for CITY: **CITY OF TURLOCK**
ATTN: CAPTAIN JEFF LOPES
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4406
FAX: (209) 668-5695

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

WARDEN'S OFFICE

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT 'A'

WARDEN'S

SUPPLIES | FURNITURE | RELOCATION

1415 J Street, Modesto, CA 95354

SALES QUOTE

Quote No. _____

Sales Representative

Name	*Rebecca Green*	Emp #:	4430
Position	Account Manager	Phone#:	209 758 6748
Department	Furniture	Manager:	Joe Cunningham
		Fax#:	

Dates

First Contact	3/22/2013
Quote Issued	
Accept/Reject	
Cust Initial	

Product #		Quantity	Unit Price	TOTAL
	Not to Exceed Installation Price Proposal Scope of Services Include: The comprehensive installation proposal included herein includes all logistics, time, materials necessary to install the office furniture - Haworth Brand - already on order for the City of Turlock	1 LOT	$21,100.00	$21,100.00
	This includes unload, transport, stage, assemble. This includes dis-assembly, load, transport, stage and reassembly of select existing Haworth product and reconfiguration as well	1 LOT	$11,900.00	$11,900.00
	Warden's will provide the necessary personnel to conduct all aspects of the installation including a 'master' and 'lead' installer who are "Haworth Certified". All work will be done at 'prevailing wage' guidelines as set forth by the State of California - County of Stanislaus Price includes all necessary project management time Price includes all necessary costs for debris, trash, and cardboard removal and/or recycling, and mounting hardware Quote based on elevator availability & daytime hours only.			
			SUB TOTAL	$33,000.00
			Taxes	$1,608.88
			Labor	
			TOTAL	$34,608.88

Customer — Account # 6025

Company	City of Turlock Police Dept.	Contact	Jeff Lopes
Address	244 N. Broadway		
City	Turlock	State	CA
ZIP	95388	Email	
Phone		Fax	

Notes

Sales Tax applicable to $21,100 portion

Date of Acceptance _____ Purchase Order # _____

Authorization Signature _____

50% NON REFUNDABLE DEPOSIT on all custom ordered products. 25% RESTOCKING FEE for in stock product returned.

5L

Council Synopsis

April 23, 2013

From: Phaedra Norton

Prepared by: Phaedra Norton

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to begin a civic engagement process comparing the current at-large election system in the City of Turlock to other systems of electing the Mayor and City Council Members

2. DISCUSSION OF ISSUE:

The City of Turlock was incorporated in 1908. Since its incorporation, the City of Turlock has used the at-large method of elections which affords voters the opportunity to vote for any candidate on the ballot. As evidenced by the 2010 Census data which was released in April 2011, the City of Turlock has changed in both population and demographics since the date of incorporation.

The City of Turlock recognizes that there are other systems of electing the mayor and city council members which includes the following:

(a) By districts in five, seven, or nine districts.

(b) From districts in five, seven, or nine districts.

(c) By districts in four, six, or eight districts, with an elective mayor. The term "by districts" means the election of members of the legislative body by voters of the district alone.

(d) From districts in four, six, or eight districts, with an elective mayor. The term "from districts" means election of members of the legislative body who are residents of the district from which they are elected by the voters of the entire city.

The City of Turlock wishes to begin a civic engagement process which includes public outreach and education regarding the California Voting Rights Act and the various election systems currently available to the citizens of Turlock. The mayor and the City Council encourage all stakeholders and citizens to actively participate in the civic engagement process.

3. BASIS FOR RECOMMENDATION:

While not specifically identified within the City of Turlock Strategic Plan 2013-2015, a review of the City's current voting system does foster active, informed involvement, and provides an avenue for new ideas/change, along with encouraging partnerships with community stakeholders.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact Cost of contracting for specialized services.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

Take no action at this time.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE CITY MANAGER TO BEGIN A CIVIC ENGAGEMENT PROCESS COMPARING THE CURRENT AT-LARGE ELECTION SYSTEM IN THE CITY OF TURLOCK TO OTHER SYSTEMS OF ELECTING THE MAYOR AND CITY COUNCIL MEMBERS	}	**RESOLUTION NO. 2013-**

WHEREAS, the City of Turlock was incorporated in 1908; and

WHEREAS, since its incorporation, the City of Turlock has used the at-large method of elections which affords voters the opportunity to vote for any candidate on the ballot; and

WHEREAS, as evidenced by the 2010 Census data which was released in April 2011, the City of Turlock has changed in both population and demographics since the date of incorporation; and

WHEREAS, the City of Turlock recognizes that there are other systems of electing the mayor and city council members which includes the following:

(a) By districts in five, seven, or nine districts.

(b) From districts in five, seven, or nine districts.

(c) By districts in four, six, or eight districts, with an elective mayor. The term "by districts" means the election of members of the legislative body by voters of the district alone.

(d) From districts in four, six, or eight districts, with an elective mayor. The term "from districts" means election of members of the legislative body who are residents of the district from which they are elected by the voters of the entire city.

WHEREAS, the City of Turlock wishes to begin a civic engagement process which includes public outreach and education regarding the California Voting Rights Act and the various election systems currently available to the citizens of Turlock. The mayor and the City Council encourage all stakeholders and citizens to actively participate in the civic engagement process; and

WHEREAS, the City of Turlock intends to complete the civic engagement process by April 1, 2014. The City Council will take action no later than May 13, 2014 to place an ordinance before the voters at the general election on November 4, 2014. The attached sample ordinance, which may be amended during the civic engagement process, utilizes a by-district election method for four (4) City districts with the mayor elected at large.

NOW, THEREOFRE, BE IT RESOLVED THAT, the City Council of the City of Turlock does hereby authorize the City Manager to take any and all action necessary to comply with the Council's direction and to contract for any and all services necessary to implement the direction set forth herein.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 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

SAMPLE ORDINANCE

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 2, CHAPTER 1, TO ESTABLISH ELECTORAL DISTRICTS FOR ELECTION OF MEMBERS OF THE CITY COUNCIL BY DISTRICTS AND ELECTION OF THE MAYOR OF TURLOCK AT LARGE, SUBJECT TO APPROVAL BY A VOTE OF THE PEOPLE	}	**ORDINANCE NO. -CS**

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

SECTION 1. AMENDMENT: Title 2, Chapter 1, Section 05 is hereby added to read as follows:

2-1-05 Enumeration of officers and terms.

The elective officers of the City of Turlock shall be a Mayor and four (4) Council members. The Council shall consist of the Mayor and four (4) Council members, each of whom, including the Mayor, shall have the right to vote on all questions coming before the Council. The term of office of the Mayor shall be four (4) years, and the term of office of each Council member shall be four (4) years.

SECTION 2. AMENDMENT: Title 2, Chapter 1, Section 06 is hereby added to read as follows:

2-1-06 Establishment of council districts.

(a) The districting plan establishing four (4) Council districts shall be approved by the voters of the city at large. The districting plan shall be adjusted by ordinance of the City Council to equalize population among the districts within one year after each census has been completed and the census data provided to the City. The boundaries and the number of each of the four (4) electoral districts for City Council are set forth in Exhibit A, including a map of the districts, which is incorporated herein by reference. Any districting plan shall be adopted by ordinance subject to referendum. The City Clerk is authorized to make non-substantive technical adjustments to the district boundaries not affecting the population of any district, the eligibility of candidates, or the residence of elected officials within any district.

(b) Each Council district shall be assigned a district number, with districts numbered one through four as indicated in Exhibit A. The districting plan adjusted for census data

shall include boundaries for each of the four (4) Council member election districts for use in the November 2016 and November 2018 regular municipal elections.

The Council members of the two even-numbered districts shall be elected by-district in November of 2016 for a term of four (4) years. The Council members of the two odd-numbered districts shall be elected by-district in November 2018 for a term of four (4) years. After the approval of this ordinance at the regular municipal election of November 2014 all persons appointed to fill vacancies on the City Council and all persons elected to fill vacancies on the City Council at a special municipal election shall reside within the district to which they are appointed or elected.

(c) A period of transition from At-Large elections to District elections will occur from the time of adoption of the first districting plan to the time that the by-district elections are held for all Council member districts. During this period of transition, each Council member elected at-large in the regular municipal election of November 2014 will be designated by the Council as the council member representing Districts One or Three in the districting plan whether or not that Council member resides in the district. The first by-district elections for Districts Two and Four shall occur during the regular municipal election in November 2016. The first by-district elections for Districts One and Three shall occur during the regular municipal election in November 2018. Nothing contained herein shall prevent an incumbent Council member at the time of the effective date of this ordinance from running for a Council district in which that Council member resides other than the district for which that member currently holds office, if the councilmember is otherwise eligible to run in that district and vacates the office of Council member for the district of non-residency if elected. No Council member may hold office in more than one district.

Each incumbent Council member elected at-large shall be allowed to complete the term for which he or she was elected regardless of the district of residency, so long as they otherwise remain eligible to hold the office and have not been removed for cause or elected to another office. For purposes of this section "by-district" shall mean that the Council member shall reside within the district and be elected by the voters of that district only.

SECTION 3. AMENDMENT: Title 2, Chapter 1, Section 07 is hereby added to read as follows:

2-1-07 Method of election.

(a) Mayor. The Mayor shall be elected at the regular municipal election in November of 2014 and every four (4) years thereafter, by the voters of the City at-large, and must reside within the City boundaries. The Mayor shall be elected by the voters of the City at-large.

(b) District Council members. One member of the City Council shall reside in each of the four (4) electoral districts established by this ordinance and shall be elected by a vote of the voters of that district only. Each district shall elect one Council member. Except as provided in Section (c), a Council member of each district must live in that

district and must be a registered voter in that district to be eligible to hold the office of Council member for that district, and a candidate for any district must live in that district and must be a registered voter in that district to be eligible to run for the office of Council member for that district. Only voters who live in a district shall be eligible to vote in the election for Council member of that district. Each Council member must reside within the district for the full term of office; termination of residency within the district shall create an immediate vacancy for that Council district unless a substitute residence within the district is established within thirty (30) days of termination of residency.

(c) Election of Council members. The members of the Council in office at the time this ordinance takes effect shall continue in office until the expiration of their terms and until their successors are elected and qualified. If a tie vote makes it impossible to determine which of two or more candidates has been elected, said tie shall be settled by the drawing of lots, the procedure for which shall be determined by the Council. No candidate shall file for more than one (1) elective office. Any member of the Council may run for the office of Mayor, and upon election as Mayor shall forfeit the office of Council member of any district.

SECTION 4. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 5. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2013.

_____
JOHN S. LAZAR, Mayor

ATTEST:

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

7A

Council Synopsis

April 23, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Amending the Turlock Municipal Code by adding Chapter 24 "Protection of Agricultural Operations" to Title 5 and amending Sections 11-5-202, 11-5-506, and 11-6-102 regarding subdivision requirements

Resolution: Establishing mandatory energy conditions of approval for any building exceeding 50,000 square feet in occupied space with a building permit application

2. DISCUSSION OF ISSUE:

On October 9, 2012, the California Clean Energy Committee filed litigation challenging the certification of the final environmental impact report and the adoption of the new General Plan. On March 15, 2013, the City of Turlock and the California Clean Energy Committee entered into a Settlement Agreement to dismiss the case.

The Settlement Agreement calls for the Turlock City Council to consider the adoption of two measures: a Right-to-Farm ordinance and Mandatory Energy Conditions of Approval, described below.

Right-to-Farm Ordinance

The proposed right-to-farm ordinance mirrors certain provisions of the Stanislaus County ordinance which has been in place for more than a decade. The draft ordinance is provided as an attachment to this report. The ordinance would require the City of Turlock to record this ordinance declaring its intention not to consider agricultural operations on agricultural land to be a nuisance so long as accepted customs and standards are followed. In addition, it would require the

City of Turlock to add conditions of approval to all subdivision and parcel maps requiring that final maps include a notice that the buyer of the property may be subjected to the noise, odors, flies, dust or fumes that are normally associated with agricultural operations.

Staff supports adoption of this ordinance, as it supports General Plan Policy 7.2-g which states that the City will "Allow Agricultural Uses to Continue" within the City until such time that the land is developed for urban uses. Implementation of this ordinance will provide additional notice to potential property owners before they buy and hopefully reduce complaints regarding valuable agricultural businesses that continue to operate within and immediately adjacent to the City.

Mandatory Energy Conditions of Approval

The Mandatory Energy Conditions of Approval would require the City of Turlock to add conditions of approval for any construction project which includes a single building(s) that individually exceed 50,000 square feet of occupied space. The conditions of approval would require the developer to submit an energy analysis at the time the building permit application is filed with the City. The energy analysis would evaluate the cost-effectiveness of additional energy measures that achieve at least 15% more energy savings than Title 24. The applicant would not be required to implement the measures, but would be required to submit the study to the City.

The purpose of the study is to evaluate the potential payback period for additional energy conservation measures. The thought is that, if a developer sees that such measures have a short payback period (essentially "paying for themselves"), the developer would voluntarily include them in the project. The long-term goal of this process is to reduce energy consumption and, coincidentally, the air emissions associated with higher energy use.

Staff is recommending approval of this resolution. Staff believes that such analyses are already being conducted by developers of large buildings. Although this could increase the cost of doing business in the short term, both for the City and developers, we believe that this type of evaluation is likely to become standard practice and/or a requirement of the California Building Code in the future.

3. BASIS FOR RECOMMENDATION:

A. On March 15, 2013, the City of Turlock entered into a settlement agreement with the California Clean Energy Committee to consider adoption of these measures. Implementation of these measures will further the new General Plan policies and goals.

B. Strategic Plan Initiative F. INTELLIGENT, PLANNED, MANAGED GROWTH

Goal(s): f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Both actions are likely to slightly increase the amount of staff time required to prepare planning permits and review building permits.

Budget Amendment: None.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

These actions are exempt from CEQA pursuant to CEQA Guidelines Section 15062(b)(3) (General Rule) as there is no potential for causing a significant effect on the environment through implementation of the Right-to-Farm or Mandatory Energy Conditions of Approval. Although the City does not find these actions to constitute "a project" under CEQA, CEQA Guidelines Section 15307 and/or (Actions by Regulatory Agencies or Protection of Natural Resources) also apply. The proposed actions are intended to protect natural resources in the environment and would be implemented through the City's regulatory authority.

7. ALTERNATIVES:

A. The City Council may choose not to enact the Right-to-Farm Ordinance.

B. The City Council may choose not to approve the Mandatory Energy Conditions of Approval.

Staff does not recommend these alternative actions because both measures advance General Plan policies and goals.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE TURLOCK MUNICIPAL CODE BY ADDING CHAPTER 24 "PROTECTION OF AGRICULTURAL OPERATIONS" TO TITLE 5 AND AMENDING SECTIONS 11-5-202, 11-5-506, AND 11-6-102 REGARDING SUBDIVISION REQUIREMENTS	}	**ORDINANCE NO. xxxx-CS**

WHEREAS, on September 25, 2012, the City of Turlock adopted Resolution 2012-172 making Findings of Fact and adopting a Statement of Overriding Considerations for the new Turlock General Plan as required by the California Environmental Quality Act; and

WHEREAS, on September 25, 2012, the City of Turlock adopted Resolution 2012-173 approving the new General Plan after a properly noticed public hearing; and

WHEREAS, on October 9, 2012, the California Clean Energy Committee filed litigation challenging the certification of the final environmental impact report and the adoption of the new General Plan; and

WHEREAS, on March 15, 2013, the City of Turlock and the California Clean Energy Committee entered into a Settlement Agreement to allow California Clean Energy Committee v. the City of Turlock, Stanislaus County Superior Court, Case No. 679369 to be dismissed; and

WHEREAS, the Settlement Agreement requires the City to bring forward a "Right to Farm" ordinance for consideration by the City Council in an expeditious manner.

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

SECTION 1. ADDITION: Turlock Municipal Code Title 5, Chapter 24, is hereby added to read as follows:

Chapter 5-24

PROTECTION OF AGRICULTURAL OPERATIONS

Sections:

5-24-01 **Definitions.**
5-24-02 **Findings and policy.**
5-24-03 **Nuisance.**
5-24-04 **Right-to-farm notice.**

OK for Agenda

5-24-01 Definitions.

For the purpose of this chapter, certain words and phrases shall be defined as follows:

(a) "Agricultural land" means all that real property within the boundaries of Stanislaus County zoned as general agriculture (A-2) as defined in the Stanislaus County Zoning Ordinance (Title 21, Stanislaus County Code).

(b) "Agricultural operation" means and includes, but is not limited to, the cultivation and tillage of the soil; dairying; the production, irrigation, frost protection, cultivation, growing, harvesting and processing of any agricultural commodity, including viticulture, horticulture, timber or apiculture; the raising of livestock, fur bearing animals, fish or poultry; and any commercial agricultural practices performed as incident to or in conjunction with such operations, including preparation for market, delivery to storage or to market, or to carriers for transportation to market.

5-24-02 Findings and policy.

(a) It is the declared policy of the City of Turlock to protect and encourage the development and improvement of its agricultural operations for the production of food and other agricultural products. When nonagricultural land uses extend into agricultural areas, agricultural operations can become the subject of nuisance suits. As a result, agricultural operators are sometimes forced to cease or curtail their operations. Others may be discouraged from making investments in agricultural improvements to the detriment of the economic viability of the county's agricultural industry as a whole. It is the purpose of this chapter to reduce the loss to the county of its agricultural resources by limiting the circumstances under which agricultural operations may be deemed to constitute a nuisance. It is the further intent of this chapter to provide the residents of this county with proper notification of the City's recognition and support of the right to farm agricultural lands.

(b) This chapter is not to be construed as in any way modifying or abridging state law as set out in the California Civil Code, Health and Safety Code, Fish and Game Code, Food and Agricultural Code, Division 7 of the Water Code, or any other applicable provision of state law relative to nuisances; rather it is only to be utilized in the interpretation and enforcement of the provisions of this code and City regulations.

(c) An additional purpose of this chapter is to promote a good neighbor policy by advising purchasers and users of property adjacent to or near agricultural operations of the inherent potential problems associated with such purchase or residence. Such concerns may include, but are not limited to, the noises, odors, dust, chemicals, smoke, and hours of operation that may accompany agricultural operations. It is intended that, through mandatory disclosures, purchasers and users will better understand the impact of living near agricultural operations and be prepared to accept attendant conditions as the natural result of living in or near rural areas.

5-24-03 Nuisance.

No agricultural operation, or appurtenances thereof, conducted or maintained on agricultural lands for commercial purposes, and in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, after

the same has been in operation for more than three years if it was not a nuisance at the time it began.

5-24-04 Right-to-farm notice.

(a) To provide all property owners with constructive notice of the City of Turlock right-to-farm policy, the ordinance codified in this chapter shall be recorded with the County Clerk of the County of Stanislaus.

(b) For all discretionary approvals of parcel maps or subdivision maps involving agricultural land, or real property located adjacent to agricultural land, the City of Turlock shall include as a condition of approval that the final recorded map shall contain the following statement:

> "All persons purchasing lots within the boundaries of this approved map should be prepared to accept the inconveniences associated with agricultural operations, such as noise, odors, flies, dust or fumes. The City of Turlock has determined that such inconveniences shall not be considered to be a nuisance if agricultural operations are consistent with accepted customs and standards."

SECTION 2. AMENDMENT: Turlock Municipal Code Title 11, Chapter 5, Article 2, Section 02 is hereby amended to read as follows:

11-5-202 Form and contents.

The tentative map shall be prepared in a manner acceptable to the Planning Department. The tentative map shall be filed with the Planning Department at least thirty (30) days prior to the meeting of the Planning Commission at which consideration is desired. The tentative map shall be clearly and legibly drawn on one (1) sheet, eighteen inches (18") ~~inches~~ by twenty-six inches (26") ~~inches~~ minimum, with a scale of one inch (1") ~~inch~~ equals one hundred feet (100') ~~feet~~, or larger, and contain not less than the following:

(a) A title which shall contain the subdivision number, subdivision name, and type of subdivision;

(b) The name, address, and telephone number of the legal owner, subdivider, and person preparing the map, including a registration or license number;

(c) Sufficient legal description to define the boundaries of the proposed subdivision and to locate any and all City limit boundaries;

(d) The date, north arrow, scale, contour interval, and source and date of existing contours;

(e) The existing and proposed land uses;

(f) A vicinity map showing the roads, adjoining subdivisions, canals, railroads, and other data sufficient to locate the proposed subdivision and show its relation to the community;

(g) The existing and proposed street names are subject to the following criteria:

(1) The application for street name approval shall be submitted at the time of the tentative map submittal.

(2) Similar sounding street names with different spellings will not be approved.

(3) Duplication of existing street names, hard to pronounce street names, difficult spellings, gang references, or other street names determined to pose a risk to public safety shall not be approved.

(4) Special characters such as hyphens, dashes, or apostrophes shall not be used.

(5) Street names in a foreign language will only be approved if the name is easy to pronounce and the meaning does not pose a risk to public safety.

(6) All cul-de-sacs that extend an existing street shall use the existing street name, including the suffix.

(7) Once a street name has been assigned to an alignment, neither the street name nor the suffix shall change along the extension of the alignment.

(8) When two (2) cul-de-sacs approach each other from opposite directions and are in the same alignment but do not join in any manner, different street names shall be assigned.

(9) When a street alignment changes its cardinal direction, the street name shall also change.

(10) In the event that questions arise as to the appropriate street name assigned to the alignment or segment of a street, the Community Development Director shall decide the question.

(h) The existing topography of the proposed site and sufficient distance beyond its boundary, including, but not limited to:

(1) Existing contours or elevations of the existing ground slope and the source and date of preparation of existing elevation measurements;

(2) Any trees identified as heritage trees pursuant to Chapter 7-7 TMC;

(3) The approximate location and outline of existing structures identified by type. Structures to remain shall be so marked;

(4) The approximate location of all areas subject to inundation or storm water overflow and the location, width, and direction of flow of each watercourse;

(5) The location, pavement and right-of-way widths, grades, and names of existing streets or highways;

(6) The widths, location, and identity of all existing easements;

(7) The location and size of existing sanitary sewers, water mains, storm drains, fire hydrants, and street lights; the approximate slope of existing sewers and storm drains; and the location of existing overhead utility lines on peripheral streets; and

(8) The approximate location of the sixty (60), sixty-five (65), and seventy (70) CNEL (community noise equivalent level) contours as indicated in the Noise Element of the adopted General Plan;

(i) The proposed improvements, including, but not limited to:

(1) The location, grade, center line radius, and arc length of curves, pavement, right-of-way widths, and names of all streets;

(2) The location and radius of all curb returns and cul-de-sacs;

(3) The location, width, and purpose of all easements;

(4) The angle of intersecting streets if such angle deviates from a right angle by more than ten (10) degrees;

(5) The approximate lot layout and approximate dimensions of each lot and of each building site, with energy conservation considerations for future passive or natural heating or cooling opportunities as in the General Plan and the Subdivision Map Act;

(6) The proposed grading plan with engineering data which shall show the preliminary design of all grading, the top and toe of cut and fill slopes to scale, and the number of each lot;

(7) The proposed recreation sites, trails, pedestrian walks, bicycle lanes, and parks for private or public use;

(8) The proposed common areas and areas to be dedicated to public open space; and

(9) The location and size of sanitary sewers, water mains, storm drains, fire hydrants, and street lights and the proposed slopes and approximate elevations of sanitary sewers and storm drains shall be indicated;

(j) The right-to-farm notice as set forth in Section 5-24-04 of this Code.

(~~j~~k) All lettering shall be clearly legible;

(~~k~~l) If the subdivider plans to develop the site in units, the proposed units and their proposed sequence of construction shall be shown; and

(~~l~~m) The Planning Department or Engineering Department may waive any of the tentative map requirements set forth in this section if the type of subdivision does not need to comply with said requirements or if other circumstances justify a waiver. The Planning Department and Engineering Department may require other drawings, data, or information as deemed necessary in exceptional or extraordinary circumstances.

SECTION 3. AMENDMENT: Turlock Municipal Code Title 11, Chapter 5, Article 5, Section 06 is hereby amended to read as follows:

11-5-506 Contents.

(a) Boundaries. The boundary of the subdivision shall be designated by an opaque blue line in such a manner as not to obliterate figures or other data.

(b) Title. Each sheet shall have a title showing the subdivision number and name and the location of the property being subdivided with reference to maps which have been previously recorded, or by reference to the plat of a United States Survey. The following words shall appear in the title: "City of Turlock, Stanislaus County."

(c) Certificates. The following certificates shall appear on the cover sheet:

(1) Owners' certificates. A certificate, signed and acknowledged by all parties having a record title interest in the land subdivided, consenting to the preparation and recordation of the map. Exceptions are those parties having rights-of-way, easements, or interests which cannot ripen into a fee, or as provided in the Subdivision Map Act.

In the event an owner's development lien has been created pursuant to the provisions of Article 2.5 (commencing with Section 39327) of Chapter 3 of Part 23 of the Education Code of the State on the real property, or portion thereof, subject to the final map, a notice shall be placed on the face of the final map specifically referencing the book and page in the office of the County Recorder in which the resolution creating the owner's development lien was recorded. The notice shall state that the property subdivided is subject to an owner's development lien and that each parcel created by the recordation of the final map shall be subject to a prorated amount of the owner's development lien on a per acre, or portion thereof, basis;

(2) Dedications and offers to dedicate certificates. Dedications of, or offers to dedicate interests in, real property for specified public purposes shall be made by a certificate on the final map, signed and acknowledged by those parties having any record title interest in the real property being subdivided, subject to the provisions of Section 66436 of the Government Code of the State.

In the event any street shown on the final map is not offered for dedication, the certificate may contain a statement to this effect. If such statement appears on the final map, and if the map is approved by the legislative body, the use of any such street or streets by the public shall be permissive only.

An offer of dedication of real property for street or public utility easement purposes shall be deemed not to include any public utility facilities located on or under such real property unless and only to the extent and intent to dedicate such facilities is expressly stated in the certificate;

(3) Trustees' certificates. A certificate, signed and acknowledged by any trustee of record at the time of the Council approval of the final map, consenting to the recording of the map and offers of dedication;

(4) Engineer or surveyor certificates. A certificate by the engineer or surveyor responsible for the survey and final map shall appear on the map. The certificate shall give the date of the survey, state that the survey and final map were made by or under the direction of the engineer or surveyor, and that the survey is true and complete as shown.

The certificate shall also state that all the monuments are of the character and occupy the positions indicated, or that they will be set in such positions on or before a specified later date. The certificate shall also state that the monuments are, or will be, sufficient to enable the survey to be retraced.

The certificate shall state that the map complies with the Subdivision Map Act and the provisions of this title;

(5) Certificates of soils and geologic reports. When a soils report, a geologic report, or soils and geologic report has been prepared specifically for the subdivision, such fact shall be noted on the final map, together with the date of such report or reports, the name of the engineer making the soils report and geologist making the geologic report, and the location within the City where the reports shall be kept on file for public inspection;

(6) City Engineer's certificates. A certificate by the City Engineer shall be completed and filed with the Council within twenty (20) days after the time the final map is submitted to him for approval by the subdivider. The certificate shall state that the map has been examined and that it is substantially the same as the tentative map and

any approved alterations, that it complies with the Subdivision Map Act and the provisions of this title, and that it is technically correct;

(7) Planning Commission certificates. A certificate by the secretary of the Planning Commission stating that the tentative map was approved by resolution of the Planning Commission. The date and number of the resolution shall appear in the certificate;

(8) City Clerk's certificates. A certificate for execution by the City Clerk stating the date and number of the resolution adopted by the Council approving the final map and stating that the Council accepted, subject to improvement, or rejected on behalf of the public, any real property offered for dedication for public use in conformity with the terms of the offer of dedication;

(9) Clerk of the Board of Supervisors certificates. A certificate to be executed by the County Clerk, in accordance with Section 66492 of the Subdivision Map Act, stating that all taxes due have been paid or that a tax bond assuring the payment of all taxes which are a lien but not yet payable has been filed with the County; and

(10) County Recorder's certificates. A certificate to be executed by the County Recorder stating that the map has been accepted for filing, who requested the filing of the map, the time and date the map was filed, and the book and page where the map was filed.

(d) Scale, north point, and basis of bearings. There shall appear on each map sheet the scale, the north point, and the basis of bearings.

(e) Linear, angular, and radial data. Sufficient linear, angular, and radial data shall be shown to determine the bearings and lengths of monument lines, street center lines, the boundary lines of the subdivision, the boundary lines on every lot and parcel which is a part of the subdivision, and ties to existing monuments used to establish the boundaries. The arc length, radius, and total central angle and radial bearings of all curves shall be shown. Ditto marks shall not be used in the dimensions and data shown on the map.

(f) Monuments. The location and description of all existing and proposed monuments shall be shown. Standard City monuments shall be set at or in City Engineer approved offsets from the following locations:

(1) The intersections of street center lines;

(2) The beginning and end of curves or intersections of tangents on center lines; and

(3) Other locations as may be required by the City Engineer.

(g) Lot numbers. Lot numbers shall begin with the number one (1) in each subdivision and shall continue consecutively in a clockwise direction with no omissions or duplications, except where contiguous lands, under the same ownership, are being subdivided in successive units, in which event lot numbers may begin with the next consecutive number following the last number in the preceding unit. Each lot shall be shown entirely on one (1) sheet of the final map, unless approved by the City Engineer.

(h) Acreage. Lots containing one (1) acre or more shall show on the face of the final map net acreage to at least the nearest one-hundredth (1/100) of an acre.

(i) Adjoining properties. The adjoining corners of all adjoining subdivisions shall be identified by subdivision number, or by name when not identified by an official number.

(j) City boundaries. City boundaries which cross or adjoin the subdivision shall be clearly designated.

(k) Street names. The approved names of all streets, alleys, and highways within or adjoining the subdivision shall be shown.

(l) Easements. Easements for roads or streets, paths, storm water drainage, sanitary sewers, and street trees, and other public uses as may be required, shall be dedicated to the public for acceptance by the City or other public agency, and the use shall be specified on the map. If, at the time the final map is approved, any streets, paths, alleys, or storm drainage easements are not accepted by the Council, the offer of dedication shall remain open, and the Council, by resolution at any later date, may accept and open the streets, paths, alleys, or storm drainage easements for public use, which acceptance shall be recorded in the office of the County Recorder.

The City Engineer shall accept any dedication lying outside the subdivision boundary which requires a separate grant deed. The acceptance shall be recorded in the office of the County Recorder.

All easements of record shall be shown on the map, together with the name of the grantee and sufficient recording data to identify the conveyance; for example, the County Recorder's serial number and date or book and page of the official records.

Easements not disclosed by the records in the office of the County Recorder and found by the surveyor or engineer to be existing shall be specifically designated on the map, identifying the apparent dominant tenements for which the easement was created.

The side lines of all easements of record shall be shown by dashed lines on the final map with the widths, lengths, and bearings of record. The width and location of all easements shall be approved by the City Engineer.

(m) Right-to-farm notice. The right-to-farm notice as set forth in Section 5-24-04 of this Code.

SECTION 4. AMENDMENT: Turlock Municipal Code Title 11, Chapter 6, Article 1, Section 02 is hereby amended to read as follows:

11-6-102 Form and contents.

The tentative map shall be prepared in a manner acceptable to the Planning Department. The tentative map shall be filed with the Planning Department. The tentative map shall be clearly and legibly drawn on one (1) sheet, eighteen inches (18") ~~inches~~ by twenty-six inches (26") ~~inches~~ minimum, with a scale of one inch (1") ~~inch~~ equals one hundred feet (100') ~~feet~~, or larger, and contain no less than the following:

(a) A title which shall contain the subdivision number, subdivision name, and type of subdivision;

(b) The name, address, and telephone number of the legal owner, subdivider, and person preparing the map, including a registration or license number;

(c) Sufficient legal description to define the boundaries of the proposed subdivision and to locate any and all City limit boundaries;

(d) The date, north arrow, and scale;

(e) The existing and proposed land uses;

(f) A vicinity map showing the roads, adjoining subdivisions, canals, railroads, and other data sufficient to locate the proposed subdivision and show its relation to the community;

(g) The existing and proposed street names, subject to the following criteria:

(1) The application for street name approval shall be submitted at the time of the tentative map submittal.

(2) Similar sounding street names with different spellings will not be approved.

(3) Duplication of existing street names, hard to pronounce street names, difficult spellings, gang references, or other street names determined to pose a risk to public safety shall not be approved.

(4) Special characters such as hyphens, dashes, or apostrophes shall not be used.

(5) Street names in a foreign language will only be approved if the name is easy to pronounce and the meaning does not pose a risk to public safety.

(6) All cul-de-sacs that extend an existing street shall use the existing street name, including the suffix.

(7) Once a street name has been assigned to an alignment, neither the street name nor the suffix shall change along the extension of the alignment.

(8) When two (2) cul-de-sacs approach each other from opposite directions and are in the same alignment but do not join in any manner, different street names shall be assigned.

(9) When a street alignment changes its cardinal direction, the street name shall also change.

(10) In the event that questions arise as to the appropriate street name assigned to the alignment or segment of a street, the Community Development Director shall decide the question.

(h) The existing topography of the proposed site and sufficient distance beyond its boundary, including, but not limited to:

(1) Any trees identified as heritage trees pursuant to Chapter 7-7 TMC;

(2) The approximate location and outline of existing structures identified by type. Structures to remain shall be so marked;

(3) The approximate location of all areas subject to inundation or storm water overflow and the location, width, and direction of flow of each watercourse;

(4) The location, pavement and right-of-way widths, grades, and names of existing streets or highways;

(5) The widths, location, and identity of all existing easements; and

(6) The location and size of existing sanitary sewers, water mains, storm drains, fire hydrants, and street lights and the location of existing overhead utility lines on peripheral streets;

(i) The proposed improvements, including, but not limited to:

(1) The location, center lines, radius, and arc length of curves, pavement, right-of-way widths, and names of all streets;

(2) The location and radius of all curb returns and cul-de-sacs;

(3) The location, width, and purpose of all easements;

(4) The angle of intersecting streets if such angle deviates from a right angle by more than ten (10) degrees;

(5) The approximate lot layout and approximate dimensions of each lot and of each building site, with energy conservation consideration for future passive or natural heating or cooling opportunities as in the General Plan and the Subdivision Map Act;

(6) The proposed recreation sites, trails, pedestrian walks, bicycle lanes, and parks for private or public use;

(7) The proposed common areas and areas to be dedicated to public open space; and

(8) The location and size of sanitary sewers, water mains, storm drains, fire hydrants, and street lights and the proposed slopes and approximate elevations of sanitary sewers and storm drains shall be indicated;

(j) The right-to-farm notice as set forth in Section 5-24-04 of this Code.

(jk) All lettering shall be clearly legible; and

(kl) The Planning Department or Engineering Department may waive any of the tentative map requirements set forth in this section if the type of subdivision does not need to comply with said requirements or if other circumstances justify a waiver. The Planning Department and Engineering Department may require other drawings, data, or information as deemed necessary.

SECTION 5. ENVIRONMENTAL DETERMINATION. The City Council finds that the declaration reflects the independent judgment of the lead agency and that the project is "Exempt" from the provisions of the California Environmental Quality Act (CEQA) under the CEQA Guidelines Section 15061(b)(3)[Review for Exemption].

SECTION 6. VALIDITY. If any section, subsection, sentence, clause, word, or phrase, of this ordinance is held to be unconstitutional or other wise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 7. ENACTMENT. This ordinance shall become effective and be in full force on and after thirty (30) days of its passage and adoption. Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 14th day of May, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 14th day of May, 2013.

ATTEST:

JOHN LAZAR, Mayor

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ESTABLISHING MANDATORY ENERGY CONDITIONS OF APPROVAL FOR ANY BUILDING EXCEEDING 50,000 SQUARE FEET IN OCCUPIED SPACE WITH A BUILDING PERMIT APPLICATION	}	**RESOLUTION NO. 2013-**

WHEREAS, on September 25, 2012, the City of Turlock adopted Resolution 2012-172 making Findings of Fact and adopting a Statement of Overriding Considerations for the new Turlock General Plan as required by the California Environmental Quality Act; and

WHEREAS, on September 25, 2012, the City of Turlock adopted Resolution 2012-173 approving the new General Plan after a properly noticed public hearing; and

WHEREAS, on October 9, 2012, the California Clean Energy Committee filed litigation challenging the certification of the final environmental impact report and the adoption of the new General Plan; and

WHEREAS, on March 15, 2013, the City of Turlock and the California Clean Energy Committee entered into a Settlement Agreement to allow California Clean Energy Committee v. the City of Turlock, Stanislaus County Superior Court, Case No. 679369 to be dismissed; and

WHEREAS, the Settlement Agreement requires the City to bring forward Mandatory Energy Conditions of Approval for any building exceeding 50,000 square feet in occupied space with a building permit application.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the Mandatory Energy Conditions of Approval depicted in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 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

Mandatory Energy Conditions of Approval

Condition of Approval:

The applicant or developer shall submit a project-specific feasibility and Energy Cost-Effectiveness Study for any building exceeding 50,000 square feet in occupied space with a building permit application demonstrating the payback period for additional energy measures that would exceed the Title 24 Time Dependent Valuation (TDV) energy standard budget by at least 15%. The Study shall be prepared by an independent qualified expert approved by the City. The applicant or developer shall not be required by the City of Turlock to incorporate such energy measures into the building but may do so at their discretion.

Applicability

The condition of approval shall be applied only to those projects that include any building exceeding 50,000 square feet of occupied building space.

Requirements:

Building Energy Efficiency Standards shall be based on the currently applicable California Energy Code for the baseline used to calculate the cost-effectiveness data.

Cost Effectiveness Determination shall be based on the cost of incremental improvement for overall annual energy performance of the building in exceeding the Standards, estimated annual cost savings and subsequent payback period.

Assumptions:

Annual Energy Cost Savings

1. Annual site electricity (kWh) and natural gas (therms) saved are calculating using state-approved energy compliance software.
2. No increase in summer temperatures from global climate change.

Simple Payback Analysis

1. No external cost of global climate change is included.
2. The cost of money (e.g., opportunity cost) invested in the incremental cost of energy measures is not included.

Scheduled completion

Study shall be completed prior to and submitted with any application for Building Permit.

8A

Council Synopsis

April 23, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Adopting a standardized street element and width for the 4-lane sections of the Taylor Road Expressway

2. DISCUSSION OF ISSUE:

The General Plan establishes roadway dimensions and elements for new roadways and roadway widening to meet the needs of future development in the City. Tables 5-4 and 5-5 contain the Typical Street Elements and Widths for both Residential and Commercial/Industrial facilities (see Attachment A). The 4-lane expressway standard typically requires 108 feet of total right-of-way.

Taylor Road is located along the north boundary of the City of Turlock. It is located north of the TID canal and adjacent to agricultural properties in the unincorporated area of Stanislaus County. The City has no plans to annex these properties in the 2030 planning horizon for the current General Plan.

In reviewing a recent referral for development of one of these properties, the City Engineer felt that a reduced roadway dimension would be more suitable for the Taylor Road expressway between Geer Road and Golden State Blvd, east of Highway 99, and between Taylor Court and Washington Road, west of Highway 99. The roadway is bounded by the canal on the south, which would make it less suitable for pedestrians and the agricultural nature of development north of Taylor Road would similarly make it difficult to install full curb, gutter and sidewalk on the north side of Taylor Road.

To accommodate these unique conditions, the City Engineer developed the attached cross section for Taylor Road. This proposal would reduce the total right-of-way for the 4-lane expressway sections from 108 feet to 94 feet by eliminating the urban style curb, gutter and sidewalk, replacing these elements with a bio-swale drainage system. Natural grass and rock landscaping would be installed in the bio-swale to create a more rural feel and to help clean the drainage water from the roadway. The paved sections would remain the same- 31 feet in each direction for travel lanes and bike lanes- with a 16-foot landscaped median.

Staff is recommending approval of this new standard by resolution. The neighbors along Taylor Road have been noticed of this action and provided an opportunity to participate in this decision-making process.

3. BASIS FOR RECOMMENDATION:

A. General Plan Policy 5.2-z allows the City Engineer to deviate from General Plan typical roadway standards where rights of way are limited. Although Taylor Road is not an "infill area" per se, the proposed changes will help to reduce impacts to agricultural properties outside the City and the construction and maintenance costs for development of Taylor Road as a 4-lane expressway.

B. Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

a. 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 the Stanislaus County Fair, California State University Stanislaus, and the Turlock Unified School District.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Approval of the new cross section would reduce the overall construction and maintenance costs for this section of Taylor Road when it is constructed in the future.

Budget Amendment: No budget amendment is required.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

The City Council will make a determination that the project does not require subsequent environmental review by making the findings required under Section 15162 of the CEQA Guidelines. This determination has been incorporated into the draft Council resolution.

7. ALTERNATIVES:

A. The City Council may choose not to approve the proposed change in the cross section. In that event, the typical standard depicted in Tables 5-4 and 5-5 of the General Plan would apply to Taylor Road.

TABLE 5–4: TYPICAL STREET ELEMENTS AND WIDTHS (FEET): RESIDENTIAL FACILITIES

DESIGNATION	TOTAL RIGHT OF WAY (ROW)	LANDSCAPE STRIP	SIDEWALK (S/W)	PARKWAY STRIP (P/WAY)	PARKING	BIKE LANE	STREET	CENTERLINE (C/L)	WIDTH TO CURB FROM MEDIAN (W)	TRAVEL WIDTH (TW)	MEDIAN (M)
Local - Parkway	56	N\A	5	6	7	N\A	34	17	N\A	10	N\A
Collector	62	N\A	5	6	8	N\A	40	20	N\A	12	N\A
Collector (Bike)	72	N\A	5	6	8	5	50	25	N\A	12	N\A
Minor Arterial (2 Lane)	90	4	5	6	N\A	6	60	30	22	16	16
Arterial (4 Lanes)	124	4	5	6	8	6	94	47	39	25	16
Expressway (4 Lanes)	108	4	5	6	N\A	6	78	39	31	25	16
Expressway (6 Lanes)	132	4	5	6	N\A	6	102	51	43	37	16

TABLE 5–5: TYPICAL STREET ELEMENTS AND WIDTHS (FEET): COMMERCIAL OR INDUSTRIAL FACILITIES

DESIGNATION	TOTAL RIGHT OF WAY (ROW)	LANDSCAPE STRIP	SIDEWALK (S/W)	PARKWAY STRIP (P/WAY)	PARKING	BIKE LANE	STREET	CENTERLINE (C/L)	WIDTH TO CURB FROM MEDIAN (W)	TRAVEL WIDTH (TW)	MEDIAN (M)
Local - Curb Adjacent	56	N\A	8	N\A	8	N\A	40	20	N\A	12	N\A
Collector	62	3	8	N\A	8	N\A	40	20	N\A	12	N\A
Collector (Bike)	72	3	8	N\A	8	5	50	25	N\A	12	N\A
Industrial	76	N\A	8	N\A	8	N\A	60	30	N\A	22	N\A
Minor Arterial (2 Lane)	90	7	8	N\A	N\A	6	60	30	22	16	16
Arterial (4Lanes)	124	7	8	N\A	8	6	94	47	39	25	16
Expressway (4 Lanes)	108	7	8	N\A	N\A	6	78	39	31	25	16
Expressway (6 Lanes)	132	7	8	N\A	N\A	6	102	51	43	37	16

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING A STANDARDIZED STREET ELEMENT AND WIDTH FOR THE 4-LANE SECTIONS OF THE TAYLOR ROAD EXPRESSWAY	}	**RESOLUTION NO. 2013-**

WHEREAS, the Turlock General Plan establishes the typical street elements and widths for residential and commercial/industrial facilities in Tables 5-4 and 5-5 of the General Plan; and

WHEREAS, it is in the interest of the City of Turlock to design facilities to efficiently utilize land and funding, when possible; and

WHEREAS, adopting a standard for Taylor Road between Geer Road and Golden State Boulevard that reduces the overall width of the roadway would reduce both construction and maintenance costs to the City; and

WHEREAS, the City Engineer has determined that elimination of the sidewalks, curb and gutter from the typical street element and width for Taylor Road would not negatively impact pedestrian safety and would improve the relationship of the roadway to adjacent canal facilities to the south and to agricultural land to the north; and

WHEREAS, a public notice was transmitted to the property owners along the north side of Taylor Road informing them of this proposed action; and

WHEREAS, the City Council of the City of Turlock hereby determines the project is consistent with the General Plan and no subsequent environmental impact report is necessary to approve the change in the roadway dimension for Taylor Road having made the findings in Section 15162 of the CEQA Guidelines, as follows:

a. No substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

b. No substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revision of the previous EIR or due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and

c. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete that shows the project will

have one or more significant effects not discussed in the previous EIR or makes significant effects more severe.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby adopt that Street Element and Width Diagram depicted in Exhibit A for the 4-lane expressway sections of Taylor Road from Geer Road to Golden State Boulevard and from Taylor Court to Washington Road.

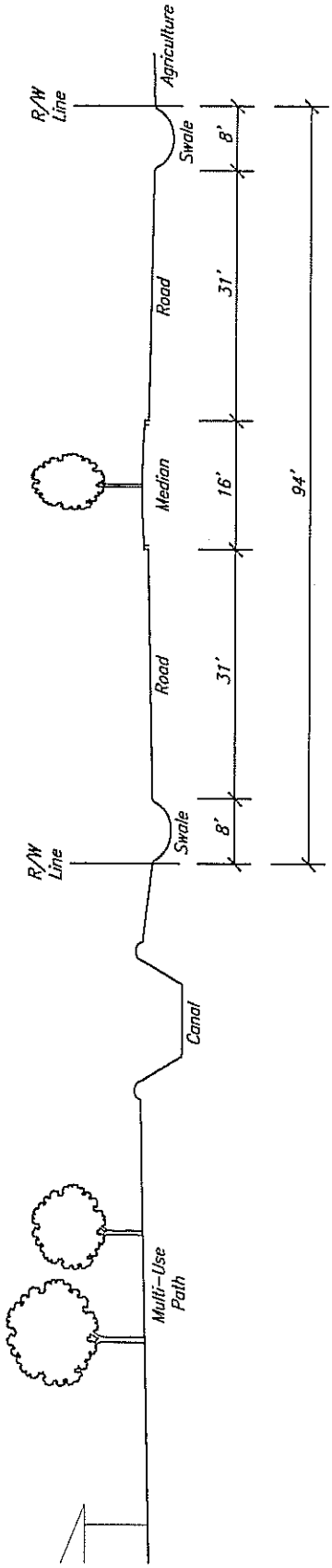
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT A



Typical North City Boundary
Taylor Road

8B

Council Synopsis

April 23, 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 issuance of a letter to the Senate Appropriations Committee (SAC) in opposition of SB7 (Steinberg), which would prohibit a current or future charter city from receiving or using state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with state prevailing wage requirements on local construction projects funded by non-state/city funds

2. DISCUSSION OF ISSUE:

SB7 (Steinberg) has raised concerns with charter cities and the League of California Cities. Although the State Bill proposes to require any present or future charter city to adhere to the state prevailing wage rate law (PWRL) in exclusively city-funded construction projects in order to be eligible for future state construction grant funding, the issue raises a more reaching concern. The League of California Cities asserts that what is truly at stake is whether the legislature can indirectly impose conditions on a charter city that would otherwise violate the constitutional municipal affairs doctrine.

The precipitating case occurred in 2006. The voters of the City of Vista, in San Diego County, approved a one-half percent sales tax to fund the construction and renovation of several public buildings. The proposed projects involved the seismic retrofit of an existing fire station and the construction of two new fire stations, a new civic center, a new sports park, and a new stage house for the City's Moonlight Amphitheatre. At the time, Vista was a general law city.

In February 2007, Vista took steps to become a charter city. The purpose for the conversion was that it would give the city the option of not paying prevailing wages on its planned public works projects which would have resulted in millions of dollars in savings. A special election was held and the voters approved the measure to convert to a charter city.

Shortly thereafter, Vista amended a city ordinance to prohibit any city contract from requiring payment of prevailing wages unless (a) such payment is compelled by the terms of a state or a federal grant, (b) the contract does not involve a municipal affair, or (c) payment of the prevailing wage is separately authorized by the city council. In October 2007, Vista Council adopted a resolution approving contracts to design and build the identified projects and a court action ensued.

The California Supreme Court ruling was rendered in July of 2012. The Court held in the case of State Building and Construction Trades Council of California AFL-CIO v. City of Vista that the constitution's municipal affairs doctrine shielded charter cities from the requirement of the PWRL when only local funds were being spent:

> *The California Supreme Court upheld that (1) the construction of a city-operated facility for the benefit of the city's inhabitants with city funds is "quintessentially a municipal affair," and (2) the state cannot require a charter city to exercise its purchasing power based upon "some indirect effect [of the charter city's purchasing power] on the regional and state economies." State Building and Construction Trades Council of California, AFL-CIO v. City of Vista (2012) 54 Cal. 4th 547.*

The League Board Executive Committee asked the City Attorneys' Department of the League of California Cities to review the issue. The conclusion was that the Vista decision made it clear. The expenditure of city funds by a charter city to pay contract workers on a public works project is a municipal affair. The State Constitution protects charter cities from legislative interference into municipal affairs.

As SB7 (Steinberg) would require charter cities to comply with the state's PWRL on all of their public works contracts in order to receive any state funds for any public works contracts, the Bill conflicts with the ruling of the California Supreme Court regarding municipal affairs.

SB7 (Steinberg) was never referred to the Senate Committee on Governance and Finance (with local government jurisdiction), but rather was referred to the Senate Committee on Labor and Industrial Relations (LIR). The LIR voted the bill out with amendments and sent it to the SAC which will soon be considering it.

Again, the issue at hand could be greater than prevailing wage as it relates to charter cities. The issue that the League of California Cities is concerned about is whether the legislature can indirectly impose conditions on a current or future charter city that would otherwise violate the constitutional municipal affairs doctrine.

Staff recommends Council authorize the City Manager to mail a letter of opposition of SB7 (Steinberg) to the SAC (Attachment A), for the SAC to consider in their evaluation of the issue.

3. BASIS FOR RECOMMENDATION:

The recommendation is to support of the constitutional municipal affairs doctrine and in support of California's charter cities and the League of California Cities.

Strategic Plan Initiative:

Goal(s):

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan, as the issue pertains to state legislative concerns.

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 authorize the City Manager to mail a letter to the Senate Appropriations Committee opposing SB7 (Steinberg).

The Honorable Darrell Steinberg
Senate President Pro Tem
State Capitol, Room 205
Sacramento, CA 95814

Dear Senator Steinberg:

The City of Turlock regrets to inform you of our opposition to your SB 7 (Steinberg), which would prohibit a charter city from receiving or using state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with state prevailing wage requirements on local construction projects funded by (non-state) city funds.

This measure violates the fundamental principle of local control and the constitutional limits of state authority over charter cities, as recently held by the California Supreme Court in the City of Vista decision. This measure further appears to utilize the Legislature to leverage a different outcome than the Court's ruling by withholding vital state construction funds, derived from all of the state's taxpayers, from charter cities that fail to adopt prevailing wage requirements for projects built with local funds. Such a condition is unlawful because the state is seeking to leverage outcomes it lacks the legal authority to compel.

While the City of Turlock is a general law city, we still oppose this measure for its intrusion into local authority as well as the effort to undercut the flexibility provided in the Constitution to charter cities. This measure would establish a disturbing framework for future state micromanaging of charter city laws and policies by the tactic of withholding state funds as political leverage to attempt to force changes to city charters and ordinances.

For these reasons, the City of Turlock opposes this legislation.

Sincerely,

Roy W. Wasden

Cc:
Senator Ted Lieu, Chair, Senate Committee on Labor and Industrial Relations
Senator Kevin de Leon, Chair, Senate Appropriations Committee
Gareth Elliott, Legislative Affairs Secretary, Office of Governor Jerry Brown
City's Senator and Assembly Member
League of California Cities

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPPORTING THE ISSUANCE OF A LETTER TO THE SENATE APPROPRIATIONS COMMITTEE (SAC) IN OPPOSITION OF SB7 (STEINBERG), WHICH WOULD PROHIBIT A CURRENT OR FUTURE CHARTER CITY FROM RECEIVING OR USING STATE FUNDING OR FINANCIAL ASSISTANCE FOR A CONSTRUCTION PROJECT IF THE CITY HAS A CHARTER PROVISION OR ORDINANCE THAT AUTHORIZES A CONTRACTOR TO NOT COMPLY WITH STATE PREVAILING WAGE REQUIREMENTS ON LOCAL CONSTRUCTION PROJECTS FUNDED BY NON-STATE/CITY FUNDS	}	**RESOLUTION NO. 2013-**

WHEREAS, the Senate Committee on Labor and Industrial Relations have approved and voted out SB7 (Steinberg), and the bill has since been introduced to the Senate Appropriations Committee for consideration; and

WHEREAS, SB7 (Steinberg) seeks to prohibit all current or future charter cities from receiving any state funding or assistance if that charter city has adopted a provision or ordinance that authorizes a contractor to not comply with State Prevailing Wage Law requirements on local construction projects (whether or not funded entirely by the municipality); and

WHEREAS, charter cities are not required to follow State Prevailing Wage Law in hiring for local construction projects, as confirmed by the California Supreme Court in State Building and Construction Trades Council of California, AFL-CIO v. City of Vista (2012) 54 Cal. 4th 547; and

WHEREAS, the actions proposed by SB7 (Steinberg) would jeopardize local control for charter cities, regarding prevailing wages or any other municipal affair, should the state merely introduce bills to withhold monies if charter cities do not agree to follow the state's direction; and

WHEREAS, SB7 (Steinberg) directly relates to prevailing wages, but highlights the greater threat posed to local charter authority in a much broader sense.

NOW, THEREFORE, BE IT RESOLVED that the City of Turlock formally supports the efforts of the League of California Cities in their effort to oppose the passage of SB7 (Steinberg).

BE IT FURTHER RESOLVED, that the City of Turlock's Council authorizes the City Manager to mail a letter of opposition to the passage of SB7 (Steinberg) to the Senate Appropriations Committee.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 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

8C

Council Synopsis

April 23, 2013

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Designating Market Street, between West Main Street and South Broadway, with a new one-way street designation for eastbound traffic only and authorizing the City Engineer to make the necessary changes to signs and striping

2. DISCUSSION OF ISSUE:

Market St., between W. Main St. and Third St., is currently designated as a one-way street for eastbound traffic only, while Market St., between Third St. and S. Broadway is designated for two-way traffic. Staff is proposing to extend the one-way street designation for the entire length of Market St. as shown in Exhibit A.

This change in designation will increase available parking by providing three additional parking spaces on the south side of the street, without any time restrictions for parking. These parking spaces would replace three parking spaces on the north side of the street that were recently converted into a loading zone for adjacent businesses. This change in designation would also maintain the primary use of the street by eastbound thru traffic, so no significant disruption to traffic flow would be expected.

Furthermore, this change in designation would allow vehicles traveling on Market St. to be better positioned to see northbound traffic on S. Broadway when stopped at the intersection of S. Broadway and Market St., thereby reducing the potential for traffic collisions.

It is the opinion of the City Engineer that this change in street designation will improve traffic flow, increase parking, and reduce the potential for vehicle and pedestrian collisions, thereby resulting in a positive improvement for Downtown Turlock.

3. BASIS FOR RECOMMENDATION:

A. Improves traffic safety by improving line-of-sight visibility at the intersection of Market St. and S. Broadway, reducing the potential for collisions.

B. Provides additional parking in Downtown Turlock.

C. The City Council is authorized to make this change in designation by California Vehicle Code Section 21657.

Strategic Plan Initiative: D. MUNICIPAL INFRASTRUCTURE

Goal(s): b(v) Address growth-related issues (current and future) and the impact on the current transportation system

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

Goal(s): a(iii) Strive to provide safe and well-maintained streets for the citizens of Turlock.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
The costs associated with removing existing striping, as well as adding the necessary additional signs and striping, is expected to cost under $250. Funding exists in Line Item 225-40-425.44001_136 for these improvements.

5. CITY MANAGER'S COMMENTS:

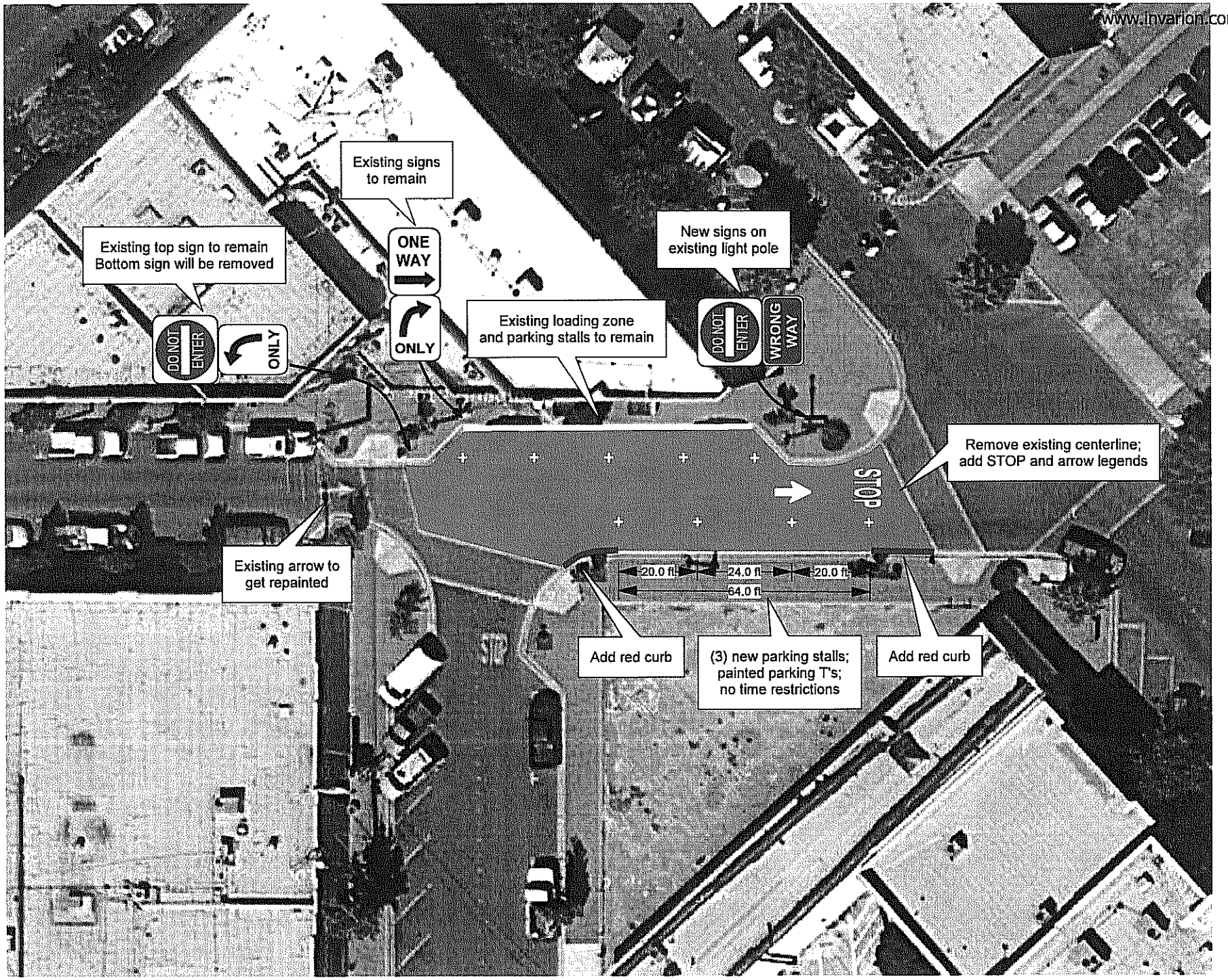
Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Deny this change in street designation and maintain the existing designations for Market St. Staff does not recommend this approach as the benefits associated with a change in designation would not be realized.


www.invarion.com
Existing signs to remain
ONE WAY
ONLY
Existing top sign to remain
Bottom sign will be removed
DO NOT ENTER
ONLY
Existing loading zone and parking stalls to remain
New signs on existing light pole
DO NOT ENTER
WRONG WAY
Remove existing centerline; add STOP and arrow legends
STOP
Existing arrow to get repainted
20.0 ft
24.0 ft
20.0 ft
64.0 ft
Add red curb
(3) new parking stalls; painted parking T's; no time restrictions
Add red curb

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DESIGNATING MARKET STREET, BETWEEN WEST MAIN STREET AND SOUTH BROADWAY, WITH A NEW ONE-WAY STREET DESIGNATION FOR EASTBOUND TRAFFIC ONLY AND AUTHORIZING THE CITY ENGINEER TO MAKE THE NECESSARY CHANGES TO SIGNS AND STRIPING	}	**RESOLUTION NO. 2013-**

WHEREAS, Market St. is currently designated for one-way, eastbound traffic between W. Main St. and Third St., and designated for two-way traffic between Third St. and S. Broadway; and

WHEREAS, a change in designation to a one-way street would provide three additional parking stalls on the south side of the street, without any time restrictions in place, replacing three parking stalls on the north side of the street recently converted into a loading zone; and

WHEREAS, a change in designation to a one-way street would allow vehicles traveling on Market St. to be better positioned to see northbound traffic on S. Broadway when stopped at the intersection of S. Broadway and Market St., thereby reducing the potential for traffic collisions; and

WHEREAS, the primary, existing use of the street would be maintained, which is eastbound through traffic that makes right turns onto S. Broadway, thereby minimizing any major disruptions to traffic flow; and

WHEREAS, it is the opinion of the City Engineer that this change in street designation will improve traffic flow, increase parking, and reduce the potential for vehicle and pedestrian collisions, thereby resulting in a positive improvement; and

WHEREAS, the City Council is authorized to "designate any highway, roadway, part of a roadway, or specific lanes upon which vehicular traffic shall proceed in one direction at all or such times as shall be indicated by official traffic control devices" in accordance with California Vehicle Code Section 21657.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby designate Market St., between W. Main St. and S. Broadway, with a new one-way street designation for eastbound traffic only and authorizes the City Engineer to make the necessary changes to signs and striping.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 23rd day of April, 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