

City Council Agenda



DECEMBER 10, 2013

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California

****and via teleconference:**

Capitol Hill Hotel

200 C Street, SE

Washington, D.C.

Telephone No. (202) 543-6000

Mayor
John S. Lazar

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

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

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. Proclamation: Retirement of City Employee - Larry Chalupnik, Fire Captain

B. Proclamation: Retirement of City Employee - Patricia Panos, Police Evidence & Property Specialist II

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

- C. Proclamation: Retirement of City Employee - Jeff Lopes, Police Captain
- D. Proclamation: Retirement of City Employee - Joel Carter, Building Inspector II
- E. Proclamation: 100th Anniversary of the Founding of the Ghadar Party, Nirvail Singh
- F. Appointment: Parks, Recreation, and Community Commission

3. A. SPECIAL BRIEFINGS

- 1. California State University Stanislaus,
 - Associated Student's Inc., Governmental Affairs
Amber Deming & Caleb Whittstruck

B. STAFF UPDATES

- 1. Capital Projects and Building Activity (*Pitcock*)

C. PUBLIC PARTICIPATION:

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR:

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

- A. Resolution: Accepting Demands of 10/24/13 in the amount of \$3,273,852.97; Demands of 10/31/13 in the amount of \$456,304.35; Demands of 11/7/13 in the amount of \$1,502,319.58
- B. Motion: Accepting Minutes of Regular Meeting of November 12, 2013
- C.
 - 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the credit amount of (\$416.52) (Fund 215) for City Project No. 11-19, "Purchase of CNG Sewer Maintenance Vehicle," bringing the contract total to \$358,621.57
 - 2. Motion: Accepting improvements for City Project No. 11-19, "Purchase of CNG Sewer Maintenance Vehicle," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Approving Amendment No. 2 to City Contract No. 12-031 with Sally Swanson Architects, Inc., of San Francisco, California, for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update," to extend the term of the agreement by six (6) months

- E. Motion: Approving Amendment No. 1 to the Retainer Agreement with Kleinfelder West, Inc., City Contract No. 13-049, dated July 9, 2013 for City Project No. 13-31, "Retainer Agreement – Kleinfelder," to increase the maximum allowable compensation under the agreement from \$100,000 to \$150,000, to provide additional reporting requirements, and implement utilization of Virtual Project Manager
- F. Motion: Approving an Exchange Agreement between the City of Turlock and Brett A. Honore', Trustee of Brett Honore' Revocable Trust, as to an undivided 25% Interest and Brett T. Tate and Karen C. Tate 2012 Trust as to an undivided 75% Interest, for City Project No. 13-49, "Dianne Drive Realignment" and authorizing the City Manager to sign all documents to transfer property
- G. Motion: Accepting notification of Contract Change Order No. 5 in the amount of \$6,800 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 – Doors and Windows, bringing the contract total to \$1,149,444
- H. Motion: Accepting notification of Contract Change Order No. 6 in the amount of \$6,249 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,255,588
- I.
 - 1. Motion: Making the determination that City Project No. 13-47, "Columbia Park Restrooms," is exempt from the provisions of CEQA in accordance with Section 15303, "New Construction or Conversion of Small Structures"
 - 2. Motion: Awarding bid and approving an agreement in the amount of \$203,820.33 (Fund 255) with BC Construction of Ceres, California, for City Project No. 13-47, "Columbia Park Restrooms"
 - 3. Resolution: Appropriating \$29,707.35 from Fund 228 "Community Park Improvement Reserve" and transferring \$201,868 from account number 255-41-485.47210_006 to account number 228-60-608.51270 "Construction Project" for City Project No. 13-47, "Columbia Park Restrooms"
- J.
 - 1. Motion: Accepting notification of Contract Change Order No. 2 (Final) in the decreased amount of (\$5,690.77) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 15 - Elevators, bringing the contract total to \$238,587.23
 - 2. Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 15 - Elevators, and authorizing the City Engineer to file a Notice of Completion
- K. Motion: Accepting improvements for City Project No. 0872, "Landscape Golden State Boulevard from Monte Vista Avenue to the South," and authorizing the City Engineer to file a Notice of Completion
- L. Motion: Accepting the Capital Facility Fee Program report for Fiscal Year 2012-13
- M. Resolution: Appropriating \$152,532 to account number 228-60-606.47060 "Prior Year Reimbursements" to be funded by an interfund loan from account number 228-60-606.48001_192 "Transfer Out NP 23 Colorado Park Improvement Loan" from the NP 23 Colorado Park Land Reserve to account number 228-60-606.38001_192 "Transfer In NP 23 Colorado Park Improvement Loan" to NP 23 Colorado Park Improvements of \$112,216 and the balance of \$40,315 from Fund 228 NP 23 Colorado Park Improvements Reserve Balance for reimbursement of the Harold Markley Park Play area equipment and improvements that were funded by JKB Homes, Corp., per the agreement dated December 14, 2004 between JKB Homes, Corp. and the City of Turlock
- N. Resolution: Declaring the intention to vacate that certain section of alley south of 855 N. Olive, more particularly described as Stanislaus County Assessor's Parcel No. 042-024-051

- O. 1. Resolution: Appropriating additional Proposition 84 Grant revenues and expenses to revenue account number 110-40-400.34400 "Proposition 84 Fiscal Tool Grant" and expenditure account number 110-40-400.43055_004 "Consultant Proposition 84 Fiscal Tool Grant" in the amount of \$4,726 in Fiscal Year 2013-14
2. Motion: Approving Amendment No. 4 to extend the term of the Professional Services Agreement between the City of Turlock and AECOM Technical Services, Inc., from October 30, 2013 to June 30, 2014, adding additional scope of work, and approving an additional \$4,726 to the contract to develop a Countywide Financial Model for the ten (10) jurisdictions in Stanislaus County and the financial evaluation of the Turlock General Plan Update scenarios
- P. Motion: Approving the service agreement with Tom Clark, DBA TC Concessions, of Turlock, California, for concession services for a period of twelve (12) months
- Q. Motion: Approving Amendment No. 2 to the agreement with Zalreich Chemical Company, Inc., for the procurement of additional Aluminum Chlorohydrate with an increased amount of \$380,000 from Fund 410, bringing the contract total to \$700,080 for Fiscal Year 2013-14
- R. Motion: Approving the renewal for Memorandum of Understanding between the City of Turlock and the Turlock Unified School District to offer youth basketball programs within the community
- S. Resolution: Accepting fourth quarter donations for Fiscal Year 2013-14 for a variety of Parks, Recreation and Public Facilities Division programs, scholarships, and activities
- T. Resolution: Authorizing the City Manager to enter into an agreement between the City of Turlock and Dave Young, an outside labor negotiator, to finalize policies and MOU language for Fiscal Year 2013-14, and to assist in Fiscal Year 2014-15 labor negotiations with all units if needed, in an amount not to exceed \$26,000, and appropriating \$16,000 to account number 110-10-112.43056 "Contract Negotiator" from Fund 110 "General Fund" reserve for three (3) of the four (4) installment payments for negotiation services
- U. Resolution: Authorizing the release of unclaimed checks pursuant to California Government Code Sections 50050 and 50053 to the City of Turlock
- V. Motion: Rejecting Claim for Damages filed by Serena Townsend
- W. Resolution: Accepting donation of thirty-two (32) child safety seats from the Medic Alert Foundation

6. FINAL READINGS: None

7. PUBLIC HEARINGS:

Challenges in court to any of the items listed below, may be limited to only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Turlock City Council at, or prior to, the public hearing.

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

Recommended Action:

Resolution: Assessing properties for abatement costs and establishing a lien for payment

- B. Request to extend an interim Ordinance prohibiting the issuance of Mobile Food Facilities Permits in the Downtown Core Zoning District of the City of Turlock for a period of ten (10) months and fifteen (15) days, pursuant to California Government Code §65858. (*Whitmore*)

Recommended Action:

Motion: Accepting the written report describing the measures that have been taken to alleviate the conditions which led to the adoption of the interim ordinance prohibiting the issuance of mobile food facilities permits in the Downtown Core Zoning District

Ordinance: Extending an Interim Ordinance prohibiting the issuance of Mobile Food Facilities Permits in the Downtown Core Zoning District of the City of Turlock for a period of ten (10) months and fifteen (15) days, pursuant to California Government Code §65858

8. SCHEDULED MATTERS:

- A. Request to approve the renaming of Centennial Park to “Centennial-Swanson Park” and accepting a donation in the amount of \$35,000 from Pet Extreme and the Swanson family to construct a dog park at that facility. (*Van Guilder*)

Recommended Action:

Resolution: Approving the renaming of Centennial Park to “Centennial-Swanson Park” and accepting a donation in the amount of \$35,000 from Pet Extreme and the Swanson family to construct a dog park at that facility

- B. Request to authorize staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing water rates and establishing a hearing date of February 11, 2014. (*Cooke*)

Recommended Action:

Motion: Authorizing staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing water rates and establishing a hearing date of February 11, 2014

- C. Request to accept the Convention and Visitors Bureau (CVB) 2014 Budget and authorize the execution of any and all documents relative to the Convention and Visitors Bureau. (*Wasden*)

Recommended Action:

Motion: Accepting the Convention and Visitors Bureau (CVB) 2014 Budget

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

- D. Request to appropriate \$114,978 to the medical benefit expense account in various City operating department budgets to be funded by reserves in the related funds; and Appropriate \$660,835 to account number 510-10-150.43191 "Worker's Compensation – Claims Expense" to be funded from reserves in Fund 510. (*Lorenzi*)

Recommended Action:

Resolution: Appropriating \$114,978 to the medical benefit expense account in various City operating department budgets to be funded by reserves in the related funds; and Appropriating \$660,835 to account number 510-10-150.43191 "Worker's Compensation – Claims Expense" to be funded from reserves in Fund 510

- E. Request to formalize the City/County Liaison Committee comprised of two (2) members of the Turlock City Council, two (2) members of the Stanislaus County Board of Supervisors, the Turlock City Manager, and the County Chief Executive Officer and make necessary appointments. (*Wasden*)

Recommended Action:

Resolution: Formalizing the City/County Liaison Committee comprised of two (2) members of the Turlock City Council, two (2) members of the Stanislaus County Board of Supervisors, the Turlock City Manager, and the County Chief Executive Officer

Motion: Appointing Mayor John Lazar and Councilmember Forrest White as members of the City/County Liaison Committee

- F. Request to appropriate \$225,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 "Operations" Reserve for the purpose of obtaining a "water right" for the City's recycled water from the State Water Resources Control Board. (*Cooke*)

Recommended Action:

Resolution: Appropriating \$225,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 "Operations" Reserve for the purpose of obtaining a "water right" for the City's recycled water from the State Water Resources Control Board

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

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

11. CLOSED SESSION:

Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(d)(2)

"For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."

Potential Cases: (1 case)

12. ADJOURNMENT

2A

IN HONOR OF
THE RETIREMENT OF
CAPTAIN LARRY CHALUPNIK
DECEMBER 5, 2013

WHEREAS, Captain Larry Chalupnik started working toward a career in the fire service as a Volunteer Firefighter with Turlock Fire Department in December 1983; and

WHEREAS, Captain Larry Chalupnik started as a full-time firefighter for the City of Turlock in June 1985; and

WHEREAS, Captain Larry Chalupnik was active in suppression, rescue operations, and public education; and

WHEREAS, Captain Larry Chalupnik was active in the early years of developing the department's annual Christmas Santa Truck Program; and

WHEREAS, Captain Larry Chalupnik has faithfully and conscientiously served the City of Turlock and its citizens for 30 years; and

WHEREAS, Captain Larry Chalupnik honorably retired from his position as Captain effective December 5, 2013; and

WHEREAS, Captain Larry Chalupnik has consistently performed to the best of his ability during his tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Captain Larry Chalupnik for meritorious service, loyalty, and dedication to the City of Turlock.

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

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of December 2013.

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

2B

**IN HONOR OF
THE RETIREMENT OF
PROPERTY/EVIDENCE SPECIALIST PATRICIA PANOS
DECEMBER 16, 2013**

WHEREAS, Patricia Panos started working toward a career in law enforcement as a Police/Fire Dispatcher with the Turlock Police Department in 1985; and

WHEREAS, Patricia Panos was promoted to Senior Dispatcher with the Turlock Police Department in 1998; and

WHEREAS, Patricia Panos transferred jobs and moved to the Property/Evidence Specialist position with the Turlock Police Department in 2003; and

WHEREAS, Patricia Panos was an active member and served as State President of the California Association of Property and Evidence (CAPE) for over 10 years; and

WHEREAS, Patricia Panos has faithfully and conscientiously served the City of Turlock and its community members for over 28 years; and

WHEREAS, Patricia Panos will honorably retire from her position as Property/Evidence Specialist effective December 16, 2013; and

WHEREAS, Patricia Panos has consistently performed to the best of her ability during her tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Property/Evidence Specialist Patricia Panos for meritorious service, loyalty, and dedication to the City of Turlock.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council, do hereby commend **Property/Evidence Specialist Patricia Panos** for her many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of December 2013.

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

20

**IN HONOR OF
THE RETIREMENT OF
POLICE CAPTAIN JEFFERY LOPES
DECEMBER 27, 2013**

WHEREAS, Captain Jeffery Lopes started working toward a career in law enforcement as a Police Explorer Scout with the Turlock Police Department in 1979; and

WHEREAS, Captain Jeffery Lopes started as a full-time member of the City of Turlock as a Public Service Technician (now known as a Community Service Officer) in September 1985; and

WHEREAS, Captain Jeffery Lopes graduated as the Top Overall Student in his Police Academy class and was hired as a Police Officer in 1988; and

WHEREAS, Captain Jeffery Lopes was an active member and leader of the Turlock Police Department's Critical Response Team for over 15 years; and

WHEREAS, Captain Jeffery Lopes has faithfully and conscientiously served the City of Turlock and its community members for over 30 years; and

WHEREAS, Captain Jeffery Lopes will honorably retire from his position as Police Captain effective December 27, 2013; and

WHEREAS, Captain Jeffery Lopes has consistently performed to the best of his ability during his tenure with the City of Turlock; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Captain Jeffery Lopes for meritorious service, loyalty, and dedication to the City of Turlock.

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

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of December 2013.

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

2D

IN HONOR OF
THE RETIREMENT OF
JOEL CARTER
DECEMBER 31, 2013

WHEREAS, Joel Carter started working in the building safety career as a Building Inspector with the Turlock Building Department in October 1987; and

WHEREAS, Joel Carter developed his abilities with the City of Turlock through functioning as Inspector, Plan Checker, Senior Building Inspector and staff supervisor; and

WHEREAS, Joel Carter's evenhandedness with the construction community is well respected and appreciated by all; and

WHEREAS, Joel Carter was an active participant in the development of the Building Department's neighborhood maintenance complaint process; and

WHEREAS, Joel Carter has faithfully and conscientiously served the City of Turlock and its citizens for 26 years; and

WHEREAS, Joel Carter has not only served the community well while employed at the City of Turlock, but has significantly contributed to the Turlock Youth Soccer Association through his active involvement outside the workplace; and

WHEREAS, additionally, Joel Carter has been very involved in serving our entire community through his participation with the local Kiwanis Club; and

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

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Joel Carter for meritorious service, loyalty, and dedication to the City of Turlock.

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

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of December 2013.

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

2E

IN HONOR OF
THE 100TH ANNIVERSARY
OF THE FOUNDING OF
THE GHADAR PARTY IN THE UNITED STATES

WHEREAS, Indian nationals first began moving to the United States for higher education and economic opportunities in the 20th century and now there are an estimated 3,000,000 people of Indian origin living in the United States today forming an integral part of the social and cultural fabric of America; and

WHEREAS, Indian nationals were inspired by the success of the American Revolution against Great Britain and in 1913, formed the Hindustani Association of the Pacific Coast in Astoria, Oregon, popularly known as the Ghadar Party, with a major objective of liberating India from British colonialism, and established its headquarters in San Francisco; and

WHEREAS, the Ghadar Party launched a magazine titled “Ghadar” to promote aims, objectives and activities of the organization and published over 5,000 copies weekly for circulation; and

WHEREAS, thousands of Ghadar supporters living in the United States and Canada returned to India and inspired their countrymen to fight for independence from Great Britain, which was achieved in 1947; and

WHEREAS, the Ghadarites fought and died not only for the freedom of their home country from Great Britain, but also advocated for the innate and human rights of immigrant citizens in the United States to lead a dignified and discrimination-free life; and

WHEREAS, the year 2013 marks the 100th anniversary of the formation of the historic Ghadar Party that recognizes the universal right of sovereign nations to independence and self-rule.

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 extend this Proclamation of Recognition to Nirvail Singh and the Indian community on the occasion of the **100th ANNIVERSARY OF THE FOUNDING OF THE GHADAR PARTY IN THE UNITED STATES**.

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 10th day of December, 2013.

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

PARKS, RECREATION & COMMUNITY PROGRAMS COMMISSION

1 Vacancy:

1 term left vacant on 7/10/13

Appoint to Term(s) Expiring:

12/31/16

3 Applicants:

Bianca Angela Davoodian

Stan Grant

John David Mier

Current Parks, Recreation and Community Commission
(Seven Member, Three-Year Terms)

(Term Limit: 9 consecutive years or end of term in which 9-year period falls)

	<u>Appointed</u>	<u>Reappointed</u>	<u>Term Expires</u>
Richard Salinas	7/25/06	12/08/09 1/8/13	12/31/15
Mike Dowd	10/12/10	1/8/13	12/31/15
VACANT	---	---	12/31/13
Barney Gordon	01/30/07	12/11/07 12/14/10	12/31/13
Bella Daniel	3/28/06	4/28/09 12/13/11	12/31/14
Brent Bohlender	01/24/12	---	12/31/14
Jeremy Rocha	1/8/13	---	12/31/14

Education (highest school year complete, degrees, etc.): BACHELOR OF ARTS IN PSYCHOLOGY FROM THE UNIVERSITY OF CALIFORNIA, BERKELEY

Employment Highlights: TEACHING FELLOW AT HARVARD UNIVERSITY

Prior Public Service, if any: NO OFFICIAL POSITION

Present and past community activities and organizations: ASSISTED WITH THE NEW PLAY PLACE INSTALLATION IN BRISTOL PARK IN 2012. STANISLAUS COUNTY LEADERSHIP ACADEMY – STUDENT. JOHNS HOPKINS UNIVERSITY & NORTHWESTERN UNIVERSITY – CIVIC LEADERSHIP INSTITUTE - STUDENT

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I HAVE EXPERIENCE IN LEADERSHIP AND SERVICE. I AM VERY ACTIVE AND WILL BE ABLE TO SHARE MY THOUGHTS FROM THE PERSPECTIVE OF THE YOUNG PEOPLE OF TURLOCK. I HAVE BEEN GRANTED A COACHING INTERNSHIP POSITION FOR THE VARSITY GIRLS BASKETBALL TEAM AT TURLOCK CHRISTIAN HIGH SCHOOL, FROM WHERE I GRADUATED, AS IT IS SOMETHING THAT I PURELY ENJOY. I LOVE TO GIVE BACK TO MY COMMUNITY AND I FEEL THAT THIS IS AN EXCELLENT WAY TO DO SO.

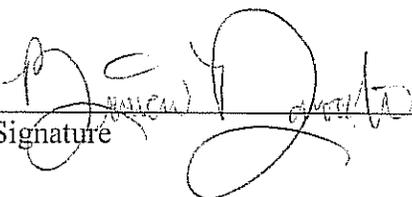
NOTE: APPLICATIONS WILL BE HELD FOR CONSIDERATION FOR A PERIOD OF ONE (1) YEAR FROM DATE OF RECEIPT.

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

ENCLOSED. CURRICULUM VITAE.

Please return to:

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


Signature

Aug 26, 2013
Date

Education (highest school year complete, degrees, etc.): Master of Science, Soil Science,
University of California, Davis

Employment Highlights: Self Employed (2000 to present); Director of Farming, Duarte
Nursery (1995-2000); Viticulturist, Gallo Vineyards (1989-1995)

Prior Public Service, if any: _____

Present and past community activities and organizations: Member, Turlock High School Band
Boosters; Leader, Sacred Heart 4H; Member, Research Committee, Lodi Winegrape
Commission; Secretary, SJV Viticulture Technical Group

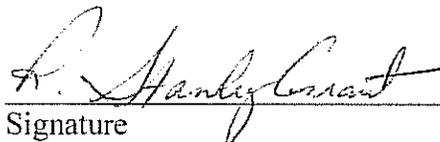
What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Strong organizational, analytical, & interpersonal skills; high personal
standards with regard to ethics and honoring commitments; a keen desire to
contribute to my community

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

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

Please return to:

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


Signature

26 AUG 13
Date

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



RECEIVED

AUG 29 2013
OFFICE OF THE CITY CLERK
ADMINISTRATION
Office of the
City Clerk

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other _____

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

Name: John David Mier _____

Address: _____ Zip Code: _____

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

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

How long have you lived in Turlock? 9 years _____

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

Occupation: Automotive Service Advisor _____

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): Current Senior at California State University, Stanislaus. Majoring in Political Science & minoring in Economics. AA degree from Modesto Junior College in General College Major. _____

Employment Highlights: I have been awarded several accolades for outstanding customer service and sales performance by Ford Motor Company, Dearborn, Michigan.

Prior Public Service, if any: Unfortunately, none at this present time. _____

Present and past community activities and organizations: Recently joined Parent Teacher Association _____

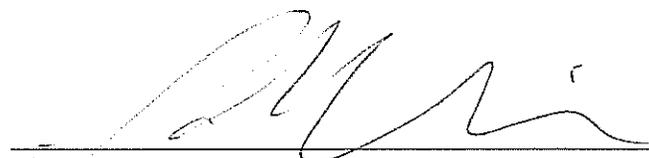
What are your most important qualifications for the commission(s) or committees(s) that you indicated above?

My qualifications consist of my ability to manage crisis and resolve conflict through effective negotiation and compromise techniques. I have 19 years work experience in the private service sector. 12 years as an automotive service advisor at Patchetts Ford in Turlock, which has afforded me the opportunity to build strong working relationships within the community. _____

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

Please return to:

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



Signature

August 29, 2013
Date

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
 DEMANDS OF 10/24/13 IN THE AMOUNT }
 OF \$3,273,852.97; DEMANDS OF 10/31/13 }
 IN THE AMOUNT OF \$456,304.35; }
 DEMANDS OF 11/7/13 IN THE AMOUNT }
 OF \$1,502,319.58 }

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:
10/24/13	\$3,273,852.97
10/31/13	\$456,304.35
11/7/13	\$1,502,319.58

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
95322	10/22/2013	Open			Utility Management Refund	BROHMER, M EARLINE	\$64.19		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$64.19	
95323	10/22/2013	Open			Utility Management Refund	HOWELL, ANDREW	\$238.01		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$238.01	
95324	10/22/2013	Open			Utility Management Refund	PINA, ARMANDO, B	\$113.49		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$113.49	
95325	10/22/2013	Open			Accounts Payable	YOUNG, DAVE, E	\$7,500.00		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$7,500.00	
95326	10/24/2013	Open			Accounts Payable	ACCOMTEMPMS INC	\$358.55		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$179.28	
	420 - WATER			420.11000 (Cash)				\$179.27	
95327	10/24/2013	Open			Accounts Payable	ADVANCED PUBLIC SAFETY	\$1,977.60		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$1,977.60	
95328	10/24/2013	Open			Accounts Payable	AFLAC	\$5,309.84		
	Paying Fund			Cash Amount					
	104 - Payroll Clearing Fund			104.11000 (Cash)				\$5,309.84	
95329	10/24/2013	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$3,197.38		
	Paying Fund			Cash Amount					
	104 - Payroll Clearing Fund			104.11000 (Cash)				\$3,197.38	
95330	10/24/2013	Open			Accounts Payable	AIRGAS NCN	\$880.39		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$880.39	
95331	10/24/2013	Open			Accounts Payable	ALL VALLEY SMOG INC	\$24.75		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$24.75	

5A.

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

Account Number	Payment Date	Open	Account Name	Account Type	Amount
95332	10/24/2013	Open	AMERICAN SEALS WEST INC	Accounts Payable	\$1,825.68
				Cash Amount	
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,825.68
95333	10/24/2013	Open	ARMSTRONG MONITORING CORPORATION	Accounts Payable	\$338.25
				Cash Amount	
			505 - Fleet	505.11000 (Cash)	\$338.25
95334	10/24/2013	Open	AT&T MOBILITY	Accounts Payable	\$844.92
				Cash Amount	
			110 - General Fund	110.11000 (Cash)	\$844.92
95335	10/24/2013	Open	BANK OF AGRICULTURE & COMMERCE	Accounts Payable	\$4,553.20
				Cash Amount	
			305 - Capital Facility Fees	305.11000 (Cash)	\$4,553.20
95336	10/24/2013	Open	BLX GROUP LLC	Accounts Payable	\$7,750.00
				Cash Amount	
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$5,500.00
			621 - Successor Agency - Non LMI	621.11000 (Cash)	\$2,250.00
95337	10/24/2013	Open	BOBO CONSTRUCTIONS INC	Accounts Payable	\$7,492.50
				Cash Amount	
			305 - Capital Facility Fees	305.11000 (Cash)	\$7,492.50
95338	10/24/2013	Open	CHARTER COMMUNICATIONS	Accounts Payable	\$753.98
				Cash Amount	
			110 - General Fund	110.11000 (Cash)	\$49.99
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$152.49
			420 - WATER	420.11000 (Cash)	\$42.50
			501 - Information Technology	501.11000 (Cash)	\$509.00
95339	10/24/2013	Open	CITY OF TURLOCK - CASH	Accounts Payable	\$199.75
				Cash Amount	
			110 - General Fund	110.11000 (Cash)	\$168.75
			426 - Transit - BLAST	426.11000 (Cash)	\$31.00
95340	10/24/2013	Open	COMBINED BENEFITS ADMIN C	Accounts Payable	\$84,405.64
				Cash Amount	
			511 - Health Insurance	511.11000 (Cash)	\$84,405.64
95341	10/24/2013	Open	CUMMINS WEST INC	Accounts Payable	\$248.03
				Cash Amount	
			410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$248.03
95342	10/24/2013	Open	DEL PUERTO WATER DISTRICT	Accounts Payable	\$93,146.73

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

Paying Fund	Cash Amount	Amount
95343	410 - WATER QUALITY CONTROL (WQC) 10/24/2013 Open	\$33,146.73
	Accounts Payable	DEPT OF HEALTH SERVICES
	Paying Fund	Amount
	420 - WATER	\$115.00
95344	10/24/2013 Open	\$40,978.80
	Accounts Payable	DIEDE CONSTRUCTION INC
	Paying Fund	Amount
	305 - Capital Facility Fees	\$40,978.80
95345	10/24/2013 Open	\$213.29
	Accounts Payable	FEDERAL EXPRESS
	Paying Fund	Amount
	110 - General Fund	\$143.39
	255 - CDBG	\$17.89
	405 - Building	\$26.75
	420 - WATER	\$25.26
95346	10/24/2013 Open	\$19,848.63
	Accounts Payable	GOMES & SONS INC, JOE M
	Paying Fund	Amount
	110 - General Fund	\$11,378.79
	205 - Sports Facilities	\$416.26
	217 - Streets - Gas Tax	\$1,283.47
	246 - Landscape Assessment	\$1,541.61
	255 - CDBG	\$62.24
	405 - Building	\$158.97
	410 - WATER QUALITY CONTROL (WQC)	\$2,412.87
	420 - WATER	\$818.60
	425 - Transit - Dial A Ride	\$826.80
	426 - Transit - BLAST	\$569.83
	501 - Information Technology	\$27.71
	502 - Engineering	\$237.67
	505 - Fleet	\$93.81
95347	10/24/2013 Open	\$3,176.49
	Accounts Payable	GRAINGER INC, W W
	Paying Fund	Amount
	110 - General Fund	\$59.44
	410 - WATER QUALITY CONTROL (WQC)	\$2,914.88
	420 - WATER	\$202.17
95348	10/24/2013 Open	\$95.35
	Accounts Payable	ING LIFE INSURANCE AND
	Paying Fund	Amount
	104 - Payroll Clearing Fund	\$95.35

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

Account Number	Payment Date	Open	Paying Fund	Account Type	Payee	Amount
95349	10/24/2013	Open	420 - WATER	Cash Amount	ITRON INC	\$2,840.97
95350	10/24/2013	Open	420 - WATER	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	\$22,627.00
95351	10/24/2013	Open	420 - WATER	Cash Amount	LOGICAL DESIGN INC	\$4,143.56
95352	10/24/2013	Open	110 - General Fund	Accounts Payable	MADRUGA BROS ENT INC	\$747.00
95353	10/24/2013	Open	502 - Engineering	Accounts Payable	MIME	\$4,692.68
95354	10/24/2013	Open	217 - Streets - Gas Tax	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC	\$7.82
95355	10/24/2013	Open	110 - General Fund	Accounts Payable	MODESTO MACHINE WORKS	\$85.00
95356	10/24/2013	Open	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	NAPA AUTO PARTS	\$15.98
95357	10/24/2013	Open	205 - Sports Facilities	Accounts Payable	NEW WORLD SYSTEM CORP	\$1,274.00

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

95358	240 - Small Equipment Replacement	240.11000 (Cash)			\$1,274.00
	10/24/2013 Open	Accounts Payable	NEXT LEVEL PARTS INC		\$250.66
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$171.12
	246 - Landscape Assessment	246.11000 (Cash)			\$32.12
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$31.58
	426 - Transit - BLAST	426.11000 (Cash)			\$15.84
95359	10/24/2013 Open	Accounts Payable	OMC STAINLESS STEEL CUST		\$2,884.35
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,884.35
95360	10/24/2013 Open	Accounts Payable	OVERAA & CO INC, C		\$2,649,042.70
	Paying Fund	Cash Amount		Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)			\$2,649,042.70
95361	10/24/2013 Open	Accounts Payable	P G & E		\$7,036.68
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$454.67
	217 - Streets - Gas Tax	217.11000 (Cash)			\$7.84
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$166.21
	426 - Transit - BLAST	426.11000 (Cash)			\$147.56
	505 - Fleet	505.11000 (Cash)			\$6,250.40
95362	10/24/2013 Open	Accounts Payable	P H & S PRODUCTS LLC		\$802.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$802.00
95363	10/24/2013 Open	Accounts Payable	PACE SUPPLY CORPORATION		\$1,192.06
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)			\$1,192.06
95364	10/24/2013 Open	Accounts Payable	PRESORT CTR STOCKTON INC		\$9,021.28
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$3,007.08
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$3,007.10
	420 - WATER	420.11000 (Cash)			\$3,007.10
95365	10/24/2013 Open	Accounts Payable	QUE TEL CORPORATION		\$1,500.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$1,500.00
95366	10/24/2013 Open	Accounts Payable	R & B COMPANY		\$903.62
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)			\$903.62

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

Payment ID	Date	Account	Account Type	Vendor	Amount
95367	10/24/2013	Open	Accounts Payable	REED INC, GEORGE	\$25,713.44
		Paying Fund	Cash Amount		
	305 - Capital Facility Fees	Open	Accounts Payable	ROWE'S UPHOLSTERY	\$330.55
95368	10/24/2013	Open	Accounts Payable	ROWE'S UPHOLSTERY	\$330.55
		Paying Fund	Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)	Open	Accounts Payable	SAFE-T-LITE CO INC	\$91.91
95369	10/24/2013	Open	Accounts Payable	SAFE-T-LITE CO INC	\$91.91
		Paying Fund	Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)	Open	Accounts Payable	SECURE DELIVERY	\$488.00
95370	10/24/2013	Open	Accounts Payable	SECURE DELIVERY	\$488.00
		Paying Fund	Cash Amount		
	420 - WATER	Open	Accounts Payable	SHARPENING SHOP	\$157.13
95371	10/24/2013	Open	Accounts Payable	SHARPENING SHOP	\$157.13
		Paying Fund	Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)	Open	Accounts Payable	SIEMENS INDUSTRY INC	\$10,520.00
95372	10/24/2013	Open	Accounts Payable	SIEMENS INDUSTRY INC	\$10,520.00
		Paying Fund	Cash Amount		
	216 - Streets - Local Transportation	Open	Accounts Payable	SIERRA CHEMICAL CO	\$4,167.79
95373	10/24/2013	Open	Accounts Payable	SIERRA CHEMICAL CO	\$4,167.79
		Paying Fund	Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)	Open	Accounts Payable	SOUTHWEST SCHOOL &	\$479.68
95374	10/24/2013	Open	Accounts Payable	SOUTHWEST SCHOOL &	\$479.68
		Paying Fund	Cash Amount		
	270 - Recreation Grants	Open	Accounts Payable	T I D	\$43,918.65
95375	10/24/2013	Open	Accounts Payable	T I D	\$43,918.65
		Paying Fund	Cash Amount		
	110 - General Fund	Open	Accounts Payable	TG HYDRAULICS	\$155.78
95376	10/24/2013	Open	Accounts Payable	TG HYDRAULICS	\$155.78
		Paying Fund	Cash Amount		
	217 - Streets - Gas Tax	Open	Accounts Payable	THE MECHANICS BANK	\$139,423.30
95377	10/24/2013	Open	Accounts Payable	THE MECHANICS BANK	\$139,423.30
		Paying Fund	Cash Amount		
	415 - Sewer Bond Projects	Open	Accounts Payable	THE MECHANICS BANK	\$139,423.30
95378	10/24/2013	Open	Accounts Payable	THE MECHANICS BANK	\$139,423.30

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

Account Number	Payment Date	Open / Paying Fund	Account Name	Account Type	Cash Amount	Amount
95378	10/24/2013	Open	THOMAS SCIENTIFIC INC	Accounts Payable		\$1,851.99
		Paying Fund				
	410 - WATER QUALITY CONTROL (WQC)	Open			410.11000 (Cash)	\$1,851.99
95379	10/24/2013	Open	TIRE DIST SYSTEM INC	Accounts Payable		\$1,086.00
		Paying Fund				
	110 - General Fund	Open			110.11000 (Cash)	\$334.18
	205 - Sports Facilities	Open			205.11000 (Cash)	\$501.21
	217 - Streets - Gas Tax	Open			217.11000 (Cash)	\$250.61
95380	10/24/2013	Open	TRIMAX MOWING SYSTEMS	Accounts Payable		\$1,508.18
		Paying Fund				
	110 - General Fund	Open			110.11000 (Cash)	\$1,508.18
95381	10/24/2013	Open	TURLOCK CHAMBER COMMERCE	Accounts Payable		\$1,000.00
		Paying Fund				
	265 - Fire Department Grants	Open			265.11000 (Cash)	\$1,000.00
95382	10/24/2013	Open	TURLOCK TRANSFER INC	Accounts Payable		\$28.96
		Paying Fund				
	110 - General Fund	Open			110.11000 (Cash)	\$28.96
95383	10/24/2013	Open	UNIVAR USA INC	Accounts Payable		\$5,000.30
		Paying Fund				
	410 - WATER QUALITY CONTROL (WQC)	Open			410.11000 (Cash)	\$5,000.30
95384	10/24/2013	Open	URBAN FUTURES INC	Accounts Payable		\$195.00
		Paying Fund				
	621 - Successor Agency - Non LMI	Open			621.11000 (Cash)	\$195.00
95385	10/24/2013	Open	US BANK	Accounts Payable		\$1,600.00
		Paying Fund				
	410 - WATER QUALITY CONTROL (WQC)	Open			410.11000 (Cash)	\$1,600.00
95386	10/24/2013	Open	US BANK-VISA	Accounts Payable		\$71,369.99
		Paying Fund				
	110 - General Fund	Open			110.11000 (Cash)	\$17,303.81
	121 - Tourism-City Share & Econ Devel	Open			121.11000 (Cash)	\$140.00
	203 - Animal Fee Forfeiture	Open			203.11000 (Cash)	\$443.27
	204 - AB 939 Integrated Waste Mgmt	Open			204.11000 (Cash)	\$798.16
	205 - Sports Facilities	Open			205.11000 (Cash)	\$4,136.96
	215 - Streets - Grant Funded Projects	Open			215.11000 (Cash)	\$751.50
	216 - Streets - Local Transportation	Open			216.11000 (Cash)	\$1,082.47
	217 - Streets - Gas Tax	Open			217.11000 (Cash)	\$2,512.26
	225 - Transportation Tax	Open			225.11000 (Cash)	\$927.44

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

241 - Asset Replacement	241.11000 (Cash)		\$91.85
242 - Computer Replacement	242.11000 (Cash)		\$3,472.20
246 - Landscape Assessment	246.11000 (Cash)		\$1,508.62
255 - CDBG	255.11000 (Cash)		\$73.09
266 - Police Services Grants	266.11000 (Cash)		\$58.81
270 - Recreation Grants	270.11000 (Cash)		\$1,484.78
305 - Capital Facility Fees	305.11000 (Cash)		\$17,416.20
405 - Building	405.11000 (Cash)		\$5,018.52
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$9,902.31
420 - WATER	420.11000 (Cash)		\$1,940.84
425 - Transit - Dial A Ride	425.11000 (Cash)		\$588.85
426 - Transit - BLAST	426.11000 (Cash)		\$976.53
501 - Information Technology	501.11000 (Cash)		\$61.61
502 - Engineering	502.11000 (Cash)		\$656.25
602 - Downtown Improvement Project	602.11000 (Cash)		\$23.66
95387	10/24/2013 Open	Accounts Payable	
	Paying Fund		
		Cash Amount	\$2,000.00
		VIRTUAL PROJECT MANAGER LLC	Amount
95388	502 - Engineering		\$2,000.00
	10/24/2013 Open	Accounts Payable	
	Paying Fund		
		Cash Amount	\$4,396.92
		VISION SERVICE PLAN CA	Amount
95389	511 - Health Insurance		\$4,396.92
	10/24/2013 Open	Accounts Payable	
	Paying Fund		
		Cash Amount	\$17,204.39
		ZALREICH CHEMICAL CO INC	Amount
95390	410 - WATER QUALITY CONTROL (WQC)		\$17,204.39
	10/24/2013 Open	Accounts Payable	
	Paying Fund		
		Cash Amount	\$504.23
		BAKERSFIELD MARRIOTT	Amount
95391	110 - General Fund		\$504.23
	10/24/2013 Open	Accounts Payable	
	Paying Fund		
		Cash Amount	\$403.38
		BAKERSFIELD MARRIOTT	Amount
95392	110 - General Fund		\$403.38
	10/24/2013 Open	Accounts Payable	
	Paying Fund		
		Cash Amount	\$162.00
		BAWCUM, JESSE	Amount
95393	201 - Asset Forfeiture		\$162.00
	10/24/2013 Open	Accounts Payable	
	Paying Fund		
		Cash Amount	\$98.00
		BAWCUM, JESSE	Amount
95394	110 - General Fund		\$98.00
	10/24/2013 Open	Accounts Payable	
		Cash Amount	\$285.00
		BERNARD, JASON	Amount

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

Paying Fund	Cash Amount	Amount
95395	110 - General Fund 10/24/2013 Open Paying Fund	\$285.00
	Accounts Payable	
	BICKLE, DAVID	\$300.00
95396	110 - General Fund 10/24/2013 Open Paying Fund	\$300.00
	Accounts Payable	
	COLUNGA, RANAE	\$162.00
95397	110 - General Fund 10/24/2013 Open Paying Fund	\$162.00
	Accounts Payable	
	COURTYARD SACRAMENTO RANCHO CORDOVA	\$323.85
95398	110 - General Fund 10/24/2013 Open Paying Fund	\$323.85
	Accounts Payable	
	CRAWFORD, STEVEN	\$162.00
95399	201 - Asset Forfeiture 10/24/2013 Open Paying Fund	\$162.00
	Accounts Payable	
	DUSEL, JOSEPH	\$636.00
95400	110 - General Fund 10/24/2013 Open Paying Fund	\$636.00
	Accounts Payable	
	ENGINEERED FIRE SYSTEMS INC	\$450.00
95401	405 - Building 10/24/2013 Open Paying Fund	\$450.00
	Accounts Payable	
	HALL, DAVID	\$162.00
95402	201 - Asset Forfeiture 10/24/2013 Open Paying Fund	\$162.00
	Accounts Payable	
	HIGHT, MARYANN	\$26.00
95403	110 - General Fund 301 - Capital Improvement 10/24/2013 Open Paying Fund	\$23.50
	Accounts Payable	
	HILTON GARDEN INN ELK GROVE	\$2.50
95404	110 - General Fund 10/24/2013 Open Paying Fund	\$212.80
	Accounts Payable	
	MALLORY, DAVID	\$288.00
95405	110 - General Fund 10/24/2013 Open Paying Fund	\$288.00
	Accounts Payable	
	MERCADO, JOEY	\$162.00
	110 - General Fund	\$162.00

Payment Register

From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

10/24/2013	Open	Accounts Payable	MODESTO POLICE DEPARTMENT	Amount
95406	Paying Fund	Cash Amount		\$300.00
	110 - General Fund	110.11000 (Cash)		\$300.00
95407	Open	Accounts Payable	NIELSEN, CARL	\$290.00
	Paying Fund	Cash Amount		\$290.00
	110 - General Fund	110.11000 (Cash)		\$290.00
95408	Open	Accounts Payable	PSTC	\$330.00
	Paying Fund	Cash Amount		\$330.00
	110 - General Fund	110.11000 (Cash)		\$330.00
95409	Open	Accounts Payable	ROBERT S. MILLER & TRACY L. MILLER	\$129.00
	Paying Fund	Cash Amount		\$129.00
	110 - General Fund	110.11000 (Cash)		\$129.00
95410	Open	Accounts Payable	SSDTTF	\$86.00
	Paying Fund	Cash Amount		\$86.00
	110 - General Fund	110.11000 (Cash)		\$86.00
95411	Open	Accounts Payable	STATE MILITARY DEPARTMENT	\$512.95
	Paying Fund	Cash Amount		\$512.95
	110 - General Fund	110.11000 (Cash)		\$512.95
95412	Open	Accounts Payable	WEBB, STEPHEN	\$162.00
	Paying Fund	Cash Amount		\$162.00
	110 - General Fund	110.11000 (Cash)		\$162.00
95413	Open	Accounts Payable	WILLIAMS, MAI	\$300.00
	Paying Fund	Cash Amount		\$300.00
	110 - General Fund	110.11000 (Cash)		\$300.00
Type Check Totals:				\$3,273,852.97
AP - Accounts Payable Totals				\$3,273,852.97

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	92	\$3,273,852.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	92	\$3,273,852.97	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	92	\$3,273,852.97	\$0.00

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From Payment Date: 10/18/2013 - To Payment Date: 10/24/2013

Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	92	\$3,273,852.97	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	92	\$3,273,852.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total		92	\$3,273,852.97	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	92	\$3,273,852.97	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total		92	\$3,273,852.97	\$0.00

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From Payment Date: 10/25/2013 - To Payment Date: 10/31/2013

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
95414	10/29/2013	Open		Cash Amount	Utility Management Refund	AGUILAR, KATHY	\$68.22		
	Paying Fund			420.11000 (Cash)				\$68.22	
95415	10/29/2013	Open		Cash Amount	Utility Management Refund	ANDRADE, MEGAN, A	\$180.90		
	Paying Fund			420.11000 (Cash)				\$180.90	
95416	10/29/2013	Open		Cash Amount	Utility Management Refund	CHOOCHAGI, GEORGE	\$203.85		
	Paying Fund			420.11000 (Cash)				\$203.85	
95417	10/29/2013	Open		Cash Amount	Utility Management Refund	HALLAM, CARA	\$99.15		
	Paying Fund			420.11000 (Cash)				\$99.15	
95418	10/29/2013	Open		Cash Amount	Utility Management Refund	HARRISON, DENNIS	\$126.87		
	Paying Fund			420.11000 (Cash)				\$126.87	
95419	10/29/2013	Open		Cash Amount	Utility Management Refund	HARTNEY, PATRICIA	\$207.84		
	Paying Fund			420.11000 (Cash)				\$207.84	
95420	10/29/2013	Open		Cash Amount	Utility Management Refund	HOME DEPOT #1001	\$388.48		
	Paying Fund			420.11000 (Cash)				\$388.48	
95421	10/29/2013	Open		Cash Amount	Utility Management Refund	JOHANSON, KRYSTALL	\$168.97		
	Paying Fund			420.11000 (Cash)				\$168.97	
95422	10/29/2013	Open		Cash Amount	Utility Management Refund	MIN-LYN INVESTMENTS, LLC	\$48.15		
	Paying Fund			420.11000 (Cash)				\$48.15	
95423	10/29/2013	Open		Cash Amount	Utility Management Refund	SAM'S FOOD CITY	\$70.85		
	Paying Fund			420.11000 (Cash)				\$70.85	

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From Payment Date: 10/25/2013 - To Payment Date: 10/31/2013

Paying Fund	Refund	Cash Amount	Amount
95424	420 - WATER 10/29/2013 Open Utility Management Refund VOLK, DREW	420.11000 (Cash)	\$70.85
95425	420 - WATER 10/29/2013 Open Utility Management Refund WILSON, GLEN, G	420.11000 (Cash)	\$77.70
95426	420 - WATER 10/29/2013 Open Utility Management Refund WOODS, GINGER	420.11000 (Cash)	\$178.90
95427	420 - WATER 10/29/2013 Open Utility Management Refund ZAMORA, IDA	420.11000 (Cash)	\$97.00
95428	420 - WATER 10/31/2013 Open Accounts Payable 3T EQUIPMENT CO INC	420.11000 (Cash)	\$154.90
95429	410 - WATER QUALITY CONTROL (WQC) 10/31/2013 Open Accounts Payable A & A PORTABLES INC	410.11000 (Cash)	\$3,535.56
95430	301 - Capital Improvement 10/31/2013 Open Accounts Payable ACCUITEMPS INC	301.11000 (Cash)	\$854.67
95431	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 10/31/2013 Open Accounts Payable AIR QUALITY ANALYSIS LAB	410.11000 (Cash) 420.11000 (Cash)	\$174.90 \$174.90
95432	110 - General Fund 10/31/2013 Open Accounts Payable AMERICA'S AUTO GLASS	110.11000 (Cash)	\$120.00
95433	110 - General Fund 10/31/2013 Open Accounts Payable AMERICAN REPROGRAPHICS CO LLC	110.11000 (Cash)	\$35.00
	502 - Engineering Cash Amount	502.11000 (Cash)	\$377.68

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From Payment Date: 10/25/2013 - To Payment Date: 10/31/2013

10/31/2013	Open	Cash Amount	Accounts Payable	AT&T / CALNET 2	Amount
95434	10/31/2013	110 - General Fund	Accounts Payable		\$749.00
	Paying Fund	110.11000 (Cash)			\$228.75
		255 - CDBG			\$40.75
		405 - Building			\$61.12
		410 - WATER QUALITY CONTROL (WQC)			\$203.16
		420 - WATER			\$203.16
		502 - Engineering			\$12.06
95435	10/31/2013	Open	Accounts Payable	AT&T INFO SYSTEM	\$359.68
	Paying Fund	Cash Amount			Amount
		110 - General Fund			\$359.68
95436	10/31/2013	Open	Accounts Payable	AVAYA INC	\$12.07
	Paying Fund	Cash Amount			Amount
		110 - General Fund			\$12.07
95437	10/31/2013	Open	Accounts Payable	AVID IDENTIFICATION INC	\$567.01
	Paying Fund	Cash Amount			Amount
		110 - General Fund			\$567.01
95438	10/31/2013	Open	Accounts Payable	BAUER COMPRESSORS INC	\$576.86
	Paying Fund	Cash Amount			Amount
		110 - General Fund			\$576.86
95439	10/31/2013	Open	Accounts Payable	BURTON'S FIRE APPARATUS	\$2,238.40
	Paying Fund	Cash Amount			Amount
		110 - General Fund			\$2,238.40
95440	10/31/2013	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	\$152.02
	Paying Fund	Cash Amount			Amount
		217 - Streets - Gas Tax			\$152.02
95441	10/31/2013	Open	Accounts Payable	CHAMPION INDUSTRIAL	\$82.00
	Paying Fund	Cash Amount			Amount
		410 - WATER QUALITY CONTROL (WQC)			\$82.00
95442	10/31/2013	Open	Accounts Payable	CHARTER COMMUNICATIONS	\$49.99
	Paying Fund	Cash Amount			Amount
		410 - WATER QUALITY CONTROL (WQC)			\$49.99
		501 - Information Technology			\$55.00
95443	10/31/2013	Open	Accounts Payable	CITY OF TURLOCK - CASH	\$108.00
	Paying Fund	Cash Amount			Amount
		110 - General Fund			\$26.00
		420 - WATER			\$3.00

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From Payment Date: 10/25/2013 - To Payment Date: 10/31/2013

95444	426 - Transit - BLAST 10/31/2013 Paying Fund	Open	426.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$79.00
			Cash Amount			\$23,301.37
95445	511 - Health Insurance 10/31/2013 Paying Fund	Open	511.11000 (Cash)	Accounts Payable	COUNTY BANK VISA	\$23,301.37
			Cash Amount			\$5,013.99
95446	110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 10/31/2013 Paying Fund	Open	110.11000 (Cash) 410.11000 (Cash)	Accounts Payable	DOWNEY BRAND ATTORNEYS	\$2,926.53 \$2,087.46
			Cash Amount			\$4,850.00
95447	410 - WATER QUALITY CONTROL (WQC) 10/31/2013 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	ERB BROTHERS INC	\$4,850.00
			Cash Amount			\$98.60
95448	110 - General Fund 10/31/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	GARTON TRACTOR INC	\$98.60
			Cash Amount			\$226.01
95449	110 - General Fund 10/31/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	GEOANALYTICAL LAB INC	\$226.01
			Cash Amount			\$2,993.22
95450	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 10/31/2013 Paying Fund	Open	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	GRANITE CONSTRUCTION COMPANY	\$2,954.22 \$39.00
			Cash Amount			\$47,041.83
95451	215 - Streets - Grant Funded Projects 10/31/2013 Paying Fund	Open	215.11000 (Cash)	Accounts Payable	GROENIGER & CO INC	\$47,041.83
			Cash Amount			\$595.06
95452	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 10/31/2013 Paying Fund	Open	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	HACH COMPANY	\$221.49 \$373.57
			Cash Amount			\$9,247.80
95453	410 - WATER QUALITY CONTROL (WQC) 10/31/2013 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	HILMAR READY MIX	\$9,247.80
			Cash Amount			\$317.50
95454	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 10/31/2013 Paying Fund	Open	410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	HSQ INC	\$191.04 \$126.46
			Cash Amount			\$640.37

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From Payment Date: 10/25/2013 - To Payment Date: 10/31/2013

Paying Fund	Cash Amount	Amount
95455	410 - WATER QUALITY CONTROL (WQC) 10/31/2013 Open Paying Fund	\$640.37
	Accounts Payable	HUNTINGTON COURT REPORTER
	Cash Amount	\$488.82
95456	110 - General Fund 10/31/2013 Open Paying Fund	\$6,037.76
	Accounts Payable	ITRON INC
	Cash Amount	\$1,265.55
95457	420 - WATER 10/31/2013 Open Paying Fund	\$336.44
	Accounts Payable	JCS PROPERTIES LLC
	Cash Amount	\$1,265.55
95458	625 - Successor Agency - LMI 10/31/2013 Open Paying Fund	\$336.44
	Accounts Payable	LEHIGH HANSON INC
	Cash Amount	\$252.54
95459	217 - Streets - Gas Tax 10/31/2013 Open Paying Fund	\$78,606.71
	Accounts Payable	MAGIC SANDS MOBILE HOME
	Cash Amount	\$156.98
95460	625 - Successor Agency - LMI 10/31/2013 Open Paying Fund	\$625.00
	Accounts Payable	MCI ENGINEERING
	Cash Amount	\$873.16
95461	215 - Streets - Grant Funded Projects 10/31/2013 Open Paying Fund	\$922.53
	Accounts Payable	MULBERRY MOBILE PARK
	Cash Amount	\$751.48
95462	625 - Successor Agency - LMI 10/31/2013 Open Paying Fund	\$731.96
	Accounts Payable	MUNISERVICES LLC
	Cash Amount	\$141.20
95463	110 - General Fund 10/31/2013 Open Paying Fund	\$922.53
	Accounts Payable	PACE SUPPLY CORPORATION
	Cash Amount	\$751.48
95464	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 10/31/2013 Open Paying Fund	\$922.53
	Accounts Payable	PETER MISCHENKO DBA DEMISTA INSTRUMENTS
	Cash Amount	\$751.48
95465	204 - AB 939 Integrated Waste Mgmt 10/31/2013 Open Paying Fund	\$922.53
	Accounts Payable	QED ENVIRONMENTAL SYSTEMS INC
	Cash Amount	\$751.48
	420 - WATER	\$751.48

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10/31/2013	Open	Accounts Payable	R L RIGHETTI ENTERPRISES INC.	Amount
95466	10/31/2013	Cash Amount		
	Paying Fund	110.11000 (Cash)		\$12,214.11
	110 - General Fund			
95467	10/31/2013	Accounts Payable	ROBIC REFRIGERATION INC	\$456.64
	Paying Fund	Cash Amount		
	110 - General Fund	110.11000 (Cash)		\$456.64
95468	10/31/2013	Accounts Payable	ROWE'S UPHOLSTERY	\$225.00
	Paying Fund	Cash Amount		
	205 - Sports Facilities	205.11000 (Cash)		\$225.00
95469	10/31/2013	Accounts Payable	SAFE-T-LITE CO INC	\$119.50
	Paying Fund	Cash Amount		
	246 - Landscape Assessment	246.11000 (Cash)		\$119.50
95470	10/31/2013	Accounts Payable	SAFETY-KLEEN CORPORATION	\$134.32
	Paying Fund	Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$134.32
95471	10/31/2013	Accounts Payable	SCOTT'S PPE RECON	\$1,494.20
	Paying Fund	Cash Amount		
	110 - General Fund	110.11000 (Cash)		\$1,494.20
95472	10/31/2013	Accounts Payable	SERNA CONSTRUCTION, INC.	\$4,475.94
	Paying Fund	Cash Amount		
	216 - Streets - Local Transportation	216.11000 (Cash)		\$4,475.94
95473	10/31/2013	Accounts Payable	SHELL FLEET PLUS	\$217.50
	Paying Fund	Cash Amount		
	110 - General Fund	110.11000 (Cash)		\$217.50
95474	10/31/2013	Accounts Payable	SIERRA CHEMICAL CO	\$4,167.80
	Paying Fund	Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$4,167.80
95475	10/31/2013	Accounts Payable	SIERRA FOOTHILL LAB INC	\$1,200.00
	Paying Fund	Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,200.00
95476	10/31/2013	Accounts Payable	SOUTHWEST SCHOOL &	\$278.12
	Paying Fund	Cash Amount		
	270 - Recreation Grants	270.11000 (Cash)		\$278.12
95477	10/31/2013	Accounts Payable	STANISLAUS COUNTY CLERK	\$45.00
	Paying Fund	Cash Amount	RECORDER	
	110 - General Fund	110.11000 (Cash)		\$45.00

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From Payment Date: 10/25/2013 - To Payment Date: 10/31/2013

Payment ID	Date	Account	Account Type	Account Name	Amount
95478	10/31/2013	110 - General Fund	Cash Amount	STATE OF CALIFORNIA	\$55.00
		110 - General Fund	110.11000 (Cash)		\$55.00
95479	10/31/2013	110 - General Fund	Cash Amount	STATE WATER RESOURCE CTNL	\$170.00
		110 - General Fund	110.11000 (Cash)		\$170.00
95480	10/31/2013	110 - General Fund	Cash Amount	STERICYCLE INC	\$214.81
		110 - General Fund	110.11000 (Cash)		\$214.81
95481	10/31/2013	110 - General Fund	Cash Amount	T I D	\$76,552.93
		110 - General Fund	110.11000 (Cash)		\$76,552.93
95482	10/31/2013	110 - General Fund	Cash Amount	T-MOBILE USA INC	\$50.00
		110 - General Fund	110.11000 (Cash)		\$50.00
95483	10/31/2013	110 - General Fund	Cash Amount	TARTAN ASSOCIATES, TIM, HENDERSHOTT	\$8,211.65
		110 - General Fund	110.11000 (Cash)		\$8,211.65
95484	10/31/2013	110 - General Fund	Cash Amount	TURLOCK CITY TOW INC	\$274.00
		110 - General Fund	110.11000 (Cash)		\$274.00
95485	10/31/2013	110 - General Fund	Cash Amount	TURLOCK SCAVENGER/SWEEPIN	\$39,863.00
		110 - General Fund	110.11000 (Cash)		\$39,863.00
95486	10/31/2013	110 - General Fund	Cash Amount	UNITED RESOURCE SYSTEMS INC	\$53.58
		110 - General Fund	110.11000 (Cash)		\$53.58
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$15.57
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$21.06
		420 - WATER	420.11000 (Cash)		\$16.95

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From Payment Date: 10/25/2013 - To Payment Date: 10/31/2013

10/31/2013	Open		Accounts Payable	VAN DE POL ENTERPRISE INC	Amount
95487	Paying Fund	110 - General Fund	Cash Amount		\$600.58
		110.11000 (Cash)			\$600.58
95488	Paying Fund	110 - General Fund	Accounts Payable	VERIZON WIRELESS	\$144.17
		110.11000 (Cash)			\$144.17
95489	Paying Fund	110 - General Fund	Accounts Payable	WESTERN VIEW MOBILE RANCH	\$2,712.88
		110.11000 (Cash)			\$2,712.88
95490	Paying Fund	625 - Successor Agency - LMI	Accounts Payable	WESTFORK ESTATES	\$614.60
		625.11000 (Cash)			\$614.60
95491	Paying Fund	625 - Successor Agency - LMI	Accounts Payable	ZALREICH CHEMICAL CO INC	\$34,431.05
		625.11000 (Cash)			\$34,431.05
95492	Paying Fund	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	ANJOS, FRANK	\$40.00
		410.11000 (Cash)			\$40.00
95493	Paying Fund	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	ANTONIA BORBA &, JOSEPH BORBA	\$25,000.00
		410.11000 (Cash)			\$25,000.00
95494	Paying Fund	410 - WATER QUALITY CONTROL (WQC)	Accounts Payable	BANANA, LYDIO	\$94.00
		410.11000 (Cash)			\$94.00
95495	Paying Fund	110 - General Fund	Accounts Payable	BOYD, DAVID ERIC	\$639.82
		110.11000 (Cash)			\$639.82
95496	Paying Fund	110 - General Fund	Accounts Payable	COCKRELL, CASEY	\$1,692.67
		110.11000 (Cash)			\$1,692.67
95497	Paying Fund	110 - General Fund	Accounts Payable	DEPARTMENT OF JUSTICE SECONDHAND DEALER UNIT	\$300.00
		110.11000 (Cash)			\$300.00
95498	Paying Fund	110 - General Fund	Accounts Payable	GOLDEN RULE CREATIONS	\$459.00
		110.11000 (Cash)			\$459.00

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From Payment Date: 10/25/2013 - To Payment Date: 10/31/2013

10/31/2013 Paying Fund	Open	Accounts Payable	GOMEZ-GALVAN, RAMON	Cash Amount	Amount
95499	203 - Animal Fee Forfeiture	203.11000 (Cash)		\$18.00	\$18.00
95500	10/31/2013 Paying Fund	Accounts Payable	KROGH, LISA		\$11.94
95501	110 - General Fund	110.11000 (Cash)		\$200.00	\$200.00
95502	10/31/2013 Paying Fund	Accounts Payable	METCALFE, SHARON		\$18.00
95503	203 - Animal Fee Forfeiture	203.11000 (Cash)		\$159.30	\$159.30
95504	405 - Building	405.11000 (Cash)		\$159.30	\$159.30
95505	10/31/2013 Paying Fund	Accounts Payable	MILLS, KRISTIN		\$18.00
	203 - Animal Fee Forfeiture	203.11000 (Cash)		\$18.00	\$18.00
	10/31/2013 Paying Fund	Accounts Payable	O'BRIEN, MIKE		\$40.00
	266 - Police Services Grants	266.11000 (Cash)		\$40.00	\$40.00
	10/31/2013 Paying Fund	Accounts Payable	RAMIREZ, GUILLERO		\$41,000.00
	255 - CDBG	255.11000 (Cash)		\$41,000.00	\$41,000.00
	10/31/2013 Paying Fund	Accounts Payable	AMERINATN'L COMM SERVICE		\$700.00
	426 - Transit - BLAST	426.11000 (Cash)		\$700.00	\$700.00
	94 Transactions			\$456,304.35	\$456,304.35

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$456,304.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$456,304.35	\$0.00

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From Payment Date: 10/25/2013 - To Payment Date: 10/31/2013

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$456,304.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$456,304.35	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$456,304.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$456,304.35	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	94	\$456,304.35	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	94	\$456,304.35	\$0.00

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From Payment Date: 11/1/2013 - To Payment Date: 11/7/2013

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
95508	11/01/2013	Open			Accounts Payable	ENGENO INC.	\$2,867.50		
	Paying Fund			Cash Amount					
95509	215 - Streets - Grant Funded Projects	Open		215.11000 (Cash)	Accounts Payable	ROLFE CONSTRUCTION	\$287,934.55		
	Paying Fund			Cash Amount					
95510	411 - Storm Drainage Construction	Open		411.11000 (Cash)	Accounts Payable	AFLAC GROUP INSURANCE	\$3,197.38		
	Paying Fund			Cash Amount					
95511	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	FARIA, JAMIE	\$624.00		
	Paying Fund			Cash Amount					
95512	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	NEW MEXICO CHILD SUPPORT ENFORCEMENT DIVISION	\$125.00		
	Paying Fund			Cash Amount					
95513	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	STANISLAUS CTY SHERIFF	\$311.75		
	Paying Fund			Cash Amount					
95514	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Paying Fund			Cash Amount					
95515	104 - Payroll Clearing Fund	Open		104.11000 (Cash)	Utility Management Refund	BUNDY, JOSHUA	\$295.00		
	Paying Fund			Cash Amount					
110 - General Fund				110.11000 (Cash)					
410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)					
420 - WATER				420.11000 (Cash)					
95516	11/06/2013	Open			Utility Management Refund	EMERSON, KAREN	\$26.79		
	Paying Fund			Cash Amount					
420 - WATER				420.11000 (Cash)					
95517	11/06/2013	Open			Utility Management Refund	KHUBIAR, STELLA	\$46.12		
	Paying Fund			Cash Amount					

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From Payment Date: 11/1/2013 - To Payment Date: 11/7/2013

95518	420 - WATER	11/06/2013	Open	420.11000 (Cash)	Utility Management Refund	MATSONS' REVOCABLE FAMILY TRUST	\$46.12
	Paying Fund			Cash Amount			Amount
95519	420 - WATER	11/06/2013	Open	420.11000 (Cash)	Utility Management Refund	MOORE, MELISSA	\$25.00
	Paying Fund			Cash Amount			Amount
95520	110 - General Fund	11/06/2013	Open	110.11000 (Cash)	Utility Management Refund	NISHIHARA, MONICA	\$4.18
	Paying Fund			Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$8.36
	420 - WATER			420.11000 (Cash)			\$32.92
95521	420 - WATER	11/06/2013	Open	420.11000 (Cash)	Utility Management Refund	STEPHENS, JULIE	\$17.90
	Paying Fund			Cash Amount			Amount
95522	420 - WATER	11/06/2013	Open	420.11000 (Cash)	Utility Management Refund	VASCONCELLOS, JOYCE	\$276.00
	Paying Fund			Cash Amount			Amount
95523	110 - General Fund	11/07/2013	Open	110.11000 (Cash)	Accounts Payable	A & A PORTABLES INC	\$0.84
	Paying Fund			Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$1.43
	420 - WATER			420.11000 (Cash)			\$273.73
95524	301 - Capital Improvement	11/07/2013	Open	301.11000 (Cash)	Accounts Payable	A & G SALES PROMOTION LTD	\$176.00
	Paying Fund			Cash Amount			Amount
95525	110 - General Fund	11/07/2013	Open	110.11000 (Cash)	Accounts Payable	ACCOMTEMP INC	\$381.41
	Paying Fund			Cash Amount			Amount
95526	410 - WATER QUALITY CONTROL (WQC)	11/07/2013	Open	410.11000 (Cash)	Accounts Payable	AIRGAS NCN	\$179.28
	Paying Fund			Cash Amount			Amount
	420 - WATER			420.11000 (Cash)			\$179.27
95527	110 - General Fund	11/07/2013	Open	110.11000 (Cash)	Accounts Payable	ALLIED WEED CONTROL INC	\$107.20
	Paying Fund			Cash Amount			Amount
	420 - WATER			420.11000 (Cash)			\$5,295.84

Payment Register

From Payment Date: 11/1/2013 - To Payment Date: 11/7/2013

Paying Fund	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$740.89
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,554.95
11/07/2013 Open	Accounts Payable	AMERICAN MESSAGING
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$76.45
11/07/2013 Open	Accounts Payable	AMERICAN MESSAGING
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$53.30
11/07/2013 Open	Accounts Payable	AT&T MOBILITY
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$2,419.79
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$346.62
501 - Information Technology	501.11000 (Cash)	\$249.43
502 - Engineering	502.11000 (Cash)	\$39.99
11/07/2013 Open	Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$2,928.32
11/07/2013 Open	Accounts Payable	BADGER METER INC
Paying Fund	Cash Amount	Amount
420 - WATER	420.11000 (Cash)	\$3,452.16
11/07/2013 Open	Accounts Payable	CALIF DEPT OF TRANS
Paying Fund	Cash Amount	Amount
216 - Streets - Local Transportation	216.11000 (Cash)	\$3,678.89
11/07/2013 Open	Accounts Payable	CAROLLO ENGINEERS
Paying Fund	Cash Amount	Amount
420 - WATER	420.11000 (Cash)	\$12,013.50
11/07/2013 Open	Accounts Payable	CITY OF CERES
Paying Fund	Cash Amount	Amount
256 - Stanislaus Housing Consortia	256.11000 (Cash)	\$35,000.00
11/07/2013 Open	Accounts Payable	CITY OF OAKDALE
Paying Fund	Cash Amount	Amount
256 - Stanislaus Housing Consortia	256.11000 (Cash)	\$50,000.00
11/07/2013 Open	Accounts Payable	COMBINED BENEFITS ADMIN C
Paying Fund	Cash Amount	Amount
511 - Health Insurance	511.11000 (Cash)	\$96,000.42

Payment Register

From Payment Date: 11/1/2013 - To Payment Date: 11/7/2013

Account Number	Date	Payee	Account Type	Amount
95538	11/07/2013	Open	Accounts Payable	\$395.00
		Paying Fund	Cash Amount	
	110 - General Fund	110.11000 (Cash)		\$395.00
95539	11/07/2013	Open	Accounts Payable	\$5,156.55
		Paying Fund	Cash Amount	
	110 - General Fund	110.11000 (Cash)		\$207.32
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		\$126.35
	270 - Recreation Grants	270.11000 (Cash)		\$1,040.99
	305 - Capital Facility Fees	305.11000 (Cash)		\$3,781.89
95540	11/07/2013	Open	Accounts Payable	\$9,281.00
		Paying Fund	Cash Amount	
	411 - Storm Drainage Construction	411.11000 (Cash)		\$9,281.00
95541	11/07/2013	Open	Accounts Payable	\$990.00
		Paying Fund	Cash Amount	
	110 - General Fund	110.11000 (Cash)		\$990.00
95542	11/07/2013	Open	Accounts Payable	\$49.99
		Paying Fund	Cash Amount	
	255 - CDBG	255.11000 (Cash)		\$49.99
95543	11/07/2013	Open	Accounts Payable	\$47,500.00
		Paying Fund	Cash Amount	
	257 - State HOME Funds	257.11000 (Cash)		\$47,500.00
95544	11/07/2013	Open	Accounts Payable	\$3,002.74
		Paying Fund	Cash Amount	
	110 - General Fund	110.11000 (Cash)		\$3,002.74
95545	11/07/2013	Open	Accounts Payable	\$45.74
		Paying Fund	Cash Amount	
	246 - Landscape Assessment	246.11000 (Cash)		\$45.74
95546	11/07/2013	Open	Accounts Payable	\$387.33
		Paying Fund	Cash Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		\$387.33
95547	11/07/2013	Open	Accounts Payable	\$1,354.32
		Paying Fund	Cash Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		\$1,354.32
95548	11/07/2013	Open	Accounts Payable	\$1,365.84
		Paying Fund	Cash Amount	
	110 - General Fund	110.11000 (Cash)		\$409.75

Payment Register

From Payment Date: 11/1/2013 - To Payment Date: 11/7/2013

95549	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	Accounts Payable	MUNICIPAL FINANCIAL SERVICES	Amount	\$158.02
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			Amount	\$689.02
	420 - WATER	420.11000 (Cash)			Amount	\$60.20
	502 - Engineering	502.11000 (Cash)			Amount	\$48.85
	11/07/2013 Open					
	Paying Fund					\$1,440.00
95550	420 - WATER	420.11000 (Cash)	Accounts Payable	NEOPOST USA INC	Amount	\$1,440.00
	11/07/2013 Open					
	Paying Fund					\$4,556.84
95551	110 - General Fund	110.11000 (Cash)	Accounts Payable	OMNI-MEANS INC	Amount	\$1,513.39
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			Amount	\$1,513.40
	420 - WATER	420.11000 (Cash)			Amount	\$1,530.05
	11/07/2013 Open					
	Paying Fund					\$8,475.00
95552	305 - Capital Facility Fees	305.11000 (Cash)	Accounts Payable	P G & E	Amount	\$8,475.00
	11/07/2013 Open					
	Paying Fund					\$4,234.87
95553	110 - General Fund	110.11000 (Cash)	Accounts Payable	PROVANTAGE LLC.	Amount	\$4,234.87
	11/07/2013 Open					
	Paying Fund					\$2,164.57
95554	266 - Police Services Grants	266.11000 (Cash)	Accounts Payable	R & B COMPANY	Amount	\$2,164.57
	11/07/2013 Open					
	Paying Fund					\$1,359.30
95555	420 - WATER	420.11000 (Cash)	Accounts Payable	ROLAND PHD, JOCELYN E	Amount	\$1,359.30
	11/07/2013 Open					
	Paying Fund					\$1,000.00
95556	110 - General Fund	110.11000 (Cash)	Accounts Payable	SANTA FE AGGREGATES INC	Amount	\$1,000.00
	11/07/2013 Open					
	Paying Fund					\$165.70
95557	217 - Streets - Gas Tax	217.11000 (Cash)	Accounts Payable	SECOND HARVEST FOOD BANK	Amount	\$165.70
	11/07/2013 Open					
	Paying Fund					\$3,115.42
95558	255 - CDBG	255.11000 (Cash)	Accounts Payable	SIEMENS INDUSTRY INC	Amount	\$3,115.42
	11/07/2013 Open					
	Paying Fund					\$12,415.00
95559	216 - Streets - Local Transportation	216.11000 (Cash)	Accounts Payable	SIERRA CHEMICAL CO	Amount	\$12,415.00
	11/07/2013 Open					
	Paying Fund					\$4,167.80

Payment Register

From Payment Date: 11/1/2013 - To Payment Date: 11/7/2013

Paying Fund		Cash Amount	Amount
95560	410 - WATER QUALITY CONTROL (WQC) 11/07/2013 Open	410.11000 (Cash)	\$4,167.80
		Accounts Payable	SIERRA MOUNTAIN CONSTRUCTION INC
			\$745,965.02
95561	415 - Sewer Bond Projects 11/07/2013 Open	415.11000 (Cash)	\$745,965.02
		Accounts Payable	SOUTHWEST SCHOOL &
			\$683.17
95562	270 - Recreation Grants 11/07/2013 Open	270.11000 (Cash)	\$683.17
		Accounts Payable	STANISLAUS CO PLANNING
			\$13,260.80
95563	256 - Stanislaus Housing Consortia 11/07/2013 Open	256.11000 (Cash)	\$13,260.80
		Accounts Payable	STATE OF CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS
			\$115.00
95564	502 - Engineering 11/07/2013 Open	502.11000 (Cash)	\$115.00
		Accounts Payable	T I D
			\$34,780.85
95565	110 - General Fund 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - BLAST 505 - Fleet 11/07/2013 Open	110.11000 (Cash) 216.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 426.11000 (Cash) 505.11000 (Cash)	\$15,965.19 \$1,125.73 \$1,514.57 \$14,463.05 \$86.47 \$1,625.84
		Accounts Payable	UNITED SAMARITANS FDT INC
			\$2,500.00
95566	255 - CDBG 11/07/2013 Open	255.11000 (Cash)	\$2,500.00
		Accounts Payable	UNIVAR USA INC
			\$10,192.43
95567	410 - WATER QUALITY CONTROL (WQC) 11/07/2013 Open	410.11000 (Cash)	\$10,192.43
		Accounts Payable	UTILITY TELEPHONE, INC.
			\$519.15
95568	501 - Information Technology 11/07/2013 Open	501.11000 (Cash)	\$519.15
		Accounts Payable	V & V MFG INC
			\$353.31
95569	110 - General Fund 11/07/2013 Open	110.11000 (Cash)	\$353.31
		Accounts Payable	VAN DE POL ENTERPRISE INC
			\$532.74

Payment Register

From Payment Date: 11/1/2013 - To Payment Date: 11/7/2013

Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$532.74
95570 11/07/2013 Open	Accounts Payable	VIRTUAL PROJECT MANAGER LLC
Paying Fund		Amount
		\$500.00
502 - Engineering	502.11000 (Cash)	\$500.00
95571 11/07/2013 Open	Accounts Payable	WALKER ASSOC INC, LARRY
Paying Fund		Amount
		\$4,557.50
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,557.50
95572 11/07/2013 Open	Accounts Payable	WESTAMERICA BANK
Paying Fund		Amount
		\$45,000.00
257 - State HOME Funds	257.11000 (Cash)	\$45,000.00
95573 11/07/2013 Open	Accounts Payable	ZALREICH CHEMICAL CO INC
Paying Fund		Amount
		\$17,850.93
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$17,850.93
95574 11/07/2013 Open	Accounts Payable	BENNER, NATHAN
Paying Fund		Amount
		\$345.00
110 - General Fund	110.11000 (Cash)	\$345.00
95575 11/07/2013 Open	Accounts Payable	DOSANJH, TEHAL
Paying Fund		Amount
		\$500.00
110 - General Fund	110.11000 (Cash)	\$500.00
95576 11/07/2013 Open	Accounts Payable	JONES, ROSE
Paying Fund		Amount
		\$530.00
110 - General Fund	110.11000 (Cash)	\$530.00
95577 11/07/2013 Open	Accounts Payable	ROGERS, WAYNE
Paying Fund		Amount
		\$2,476.22
110 - General Fund	110.11000 (Cash)	\$2,476.22
95578 11/07/2013 Open	Accounts Payable	YOSEMITE CHAPTER OF ICC
Paying Fund		Amount
		\$200.00
405 - Building	405.11000 (Cash)	\$200.00
Type Check Totals:	71 Transactions	\$1,502,319.58
AP - Accounts Payable Totals		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	\$1,502,319.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

Payment Register

From Payment Date: 11/1/2013 - To Payment Date: 11/7/2013

All	Status	Count	Transaction Amount	Reconciled Amount
Total		71	\$1,502,319.58	\$0.00
	Open	71	\$1,502,319.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	71	\$1,502,319.58	\$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	\$1,502,319.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	71	\$1,502,319.58	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	71	\$1,502,319.58	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	71	\$1,502,319.58	\$0.00

Grand Totals:

1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:03 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 read a Proclamation in Honor of the Life and Legacy of President John F. Kennedy to memorialize the 50th anniversary of his assassination.

3. **A. SPECIAL BRIEFINGS:** None

B. STAFF UPDATES

1. City Clerk Kellie Weaver provided information regarding upcoming Board, Commission, and Committee vacancies.
2. Development Services Director Mike Pitcock provided an update on capital projects and development activity, including the Water/Sewer Line project near Crane Park, Taylor Road Bike Path project, Monte Vista Avenue Rehab project, Golden State and F Street Signalization project, Cooper Storm Drain project, Slurry Seal project, and the Walnut Road closure.
3. Captain Frank Saldivar, on behalf of the Turlock Fire Department, presented a check in the amount of \$14,000 to Emanuel Cancer Center which will be used for research, education, and outreach. John Sigsbury of Emanuel Medical Center thanked the Turlock Fire Department and all who participated in the campaign. Captain Saldivar also thanked participants, including Regina Amador of Emanuel Medical Center Gift Shop, Rustic Roots, and Oscar Avila of Cost Less Market.
4. Fire Chief Tim Lohman presented information on the Emergency Medical Services (EMS) Delivery System, including historical background, recent direction received from the Board of Supervisors, and information about Turlock's future EMS System.

C. PUBLIC PARTICIPATION:

Mary Jackson provided a recap of the recent Turlock Shines event which included 125 volunteers collecting over 6 tons of garbage in the City of Turlock. Ms. Jackson thanked all who participated, including City of Turlock Neighborhood Services Supervisor Robert Boyd and Alan Marchant of Turlock Scavenger, and announced the date for the 2014 Turlock Shines event as September 26, 2014.

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

Mayor Lazar noted green sheets to Public Hearings Item 7C and Scheduled Matters Item 8E.

5. CONSENT CALENDAR:

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

- A. **Resolution No. 2013-193** Accepting Demands of 10/10/13 in the amount of \$1,678,714.52; Demands of 10/17/13 in the amount of \$1,096,206.01
- B. Motion: Accepting Minutes of Regular Meeting of October 22, 2013
- C. Motion: Approving Contract Change Order No. 2 in the amount of \$27,678.16 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 2 – Demolition, Grading and Site Paving, bringing the contract total to \$1,032,480.31
- D. Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$3,491 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 4 - Landscaping, bringing the contract total to \$233,184
- E. Motion: Accepting notification of Contract Change Order No. 3 in the amount of \$806.69 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 5 - Masonry, bringing the contract total to \$1,322,881.39
- F. Motion: Accepting notification of Contract Change Order No. 5 in the amount of \$20,121 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 6 – Structural Steel, bringing the contract total to \$3,509,579
- G. Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$10,470 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 – Doors and Windows, bringing the contract total to \$1,142,644
- H. Motion: Accepting notification of Contract Change Order No. 3 in the amount of \$1,288 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 11 – Painting and Wall Coverings, bringing the contract total to \$297,650
- I. Motion: Accepting notification of Contract Change Order No. 6 in the amount of \$4,953 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to \$2,574,707
- J. Motion: Accepting notification of Contract Change Order No. 6 in the amount of \$15,013 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,249,339
- K. Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$6,132 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to \$894,823
- L. Motion: Accepting notification of Contract Change Order No. 3 in the amount of \$5,132 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 16 – Fire Protection, bringing the contract total to \$248,854
- M. Motion: Approving twenty-two (22) Lien Agreements between the City of Turlock and the owners listed below in conjunction with City Project No. 10-53, "Water and Sewerline Replacement in the Alleys"

- N. 1. Motion: Making the determination that City Project No. 13-25A, "Public Safety Training Facility Structure Relocation," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities"
2. Motion: Awarding bid and approving an agreement in the amount of \$44,800 (Fund 305) with Clay A. Titus, Inc., of Stockton, California, for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation"
3. **Resolution No. 2013-194** Authorizing the transfer of \$54,600 from Fund 305 "CFF-Police" Reserve to account number 305-40-441.51270 for City Project No. 13-25, "Public Safety Training Facility"
- O. Motion: Accepting notification of Contract Change Order No. 3 in the amount of \$108,672.24 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to \$13,448,602.08
- P. **Resolution No. 2013-195** Authorizing the City Manager to sign all documents related to Lot Line Adjustment 13-06 of Stanislaus County Assessor's Parcel Nos. 042-037-005 & 008, "Old Turlock Police Facility Property and Starr Avenue Courthouse Property"
- Q. **Resolution No. 2013-196** Authorizing the refund and appropriation of \$188,669 to account number 258-41-496.47312 "Reimbursement to HCD" to the State of California Department of Housing and Community Development for the unused program income funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan
- R. Motion: Approving the agreement between the City of Turlock and the 38th District Agricultural Association for the purpose of parking and turn around for the participants in the Annual Christmas Parade on Friday, December 6, 2013
- S. **Resolution No. 2013-197** Establishing the new job classification of Crime Prevention Specialist within the Turlock Police Department and reclassifying an existing Community Service Officer to the new classification and conducting an external recruitment if necessary
- T. **Resolution No. 2013-198** Accepting Supplemental Law Enforcement Services Fund (SLESF) grant monies from the State of California Citizen's Option for Public Safety (COPS) program projected to be a minimum of \$100,000 in Fiscal Year 2013-14 and adjusting the budget in Fund 267 to appropriate unexpended 2012-13 monies and 2013-14 anticipated revenues
- U. 1. Motion: Authorizing Staff to purchase a walk-in freezer for Animal Services from Atlantic HVAC Engineers in Elk Grove, CA, in the amount of \$11,150.06 in account number 266-20-255-348.51100 "Animal Services Capital"
2. **Resolution No. 2013-199** Appropriating \$11,200 to account number 266-20-255-348.51100 "Animal Services Capital" from reserves in the Animal Services Donations program for the purchase of a walk-in freezer for use at the Animal Services Shelter
- V. Motion: Approving an agreement between New World Systems Corporation and the City of Turlock and authorizing the City Manager to execute any and all necessary documents relative to a five (5) year Standard Software Maintenance Agreement
- W. **Resolution No. 2013-200** Rescinding the March 24, 2009 motion establishing a hiring freeze and reaffirming the powers and duties of the City Manager with respect to the appointment, removal, promotion, and demotion of officers and employees as set forth in Turlock Municipal Code Section 2-4-207(c)
- X. Motion: Approving an agreement between the City of Turlock and the City of Newman to provide contract city attorney legal services
- Y. Motion: Rejecting Claim for Damages filed by Margarito Dominguez, Jr.

6. FINAL READINGS:

- A. **Ordinance No. 1187-CS**, Repealing Turlock Municipal Code Title 8, Chapter 11, regarding Capital Facilities Fees, and adopting a new Title 8, Chapter 11 as introduced at the October 22, 2013 meeting was unanimously passed and adopted.
- B. **Ordinance No. 1188-CS**, Amending Turlock Municipal Code Title 6, Chapter 4, Article 14, Section 01, regarding Director Responsible for Enforcement as introduced at the October 22, 2013 meeting was unanimously passed and adopted.

7. PUBLIC HEARINGS

- A. Development Services Director Mike Pitcock presented the staff report on the request to order the vacation abandonment (AB 13-03) of that certain section of Dianne Drive right-of-way from Fulkerth Road approximately 250 feet south, adjacent to the property at 2618 Fulkerth Road and a portion of the property at 1525 Dianne Drive.

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

Action: **Resolution No. 2013-201** Ordering the Vacation Abandonment (AB 13-03) of that certain section of Dianne Drive right-of-way from Fulkerth Road approximately 250 feet south, adjacent to the property at 2618 Fulkerth Road and a portion of the property at 1525 Dianne Drive was introduced by Councilmember White, seconded by Councilmember DeHart, and carried unanimously.

- B. Mayor Lazar announced that the item requesting to adopt a revision to the City of Turlock's ADA Transition Plan as completed by Sally Swanson Architects, Inc., under City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update would not be heard at this meeting and would be renoticed for a future meeting.
- C. Development Services Director Mike Pitcock and Deputy Director of Development Services/Planning Manager Debbie Whitmore presented the staff report on the request to adopt updated development mitigation fee programs for Citywide capital facilities, and infrastructure improvements in the Northwest Triangle and Westside Industrial Specific Plan areas, specifically the Capital Facilities Fee (CFF) Fee Nexus Study, Northwest Triangle Specific Plan Fee Nexus Study Update and Westside Industrial Specific Plan Fee Nexus Study Update and establish related fees, make the determination that the studies and fees are exempt from the requirements of CEQA, and direct the City Engineer to collect the lower of either the current fees or the newly adopted fees for any development project during the 60-day waiting period required by Government Code Section 66017(a).

Ms. Whitmore also mentioned the green sheet to this item in the form of a letter received from the Building Industry Association of the Greater Valley asking Council to remove the General Plan Update from the General Government Category and pay for it in a different way.

Ms. Whitmore introduced consultants Todd Tregenza of Omni-Means, and Jamie Gomes and Ashleigh Kanat of Economic & Planning Systems, Inc., who also provided information on the various fee programs and their methodologies.

Council, staff, and consultant discussion included methodologies for calculating the various fees, building today for future growth, and the relevance of including General Plan Update costs in the updated CFF.

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

Action: Motion by Councilmember White, seconded by Councilmember Nascimento, determining that adoption of the Capital Facilities Fee Nexus Study and Fee, the Northwest Triangle Specific Plan Fee Nexus Study and Fee, and the Westside Industrial Specific Plan Fee Nexus Study and Fee are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15162 (Subsequent EIRs and Negative Declarations) and/or Section 15273 (Rates, Tolls, Fares, and Charges) of the CEQA Guidelines. Motion carried unanimously.

Resolution No. 2013-202 Adopting the Capital Facilities Fee (CFF) Fee Nexus Study and establishing a Capital Facilities Fee, as required by Turlock Municipal Code Chapter 8-11 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried unanimously.

Resolution No. 2013-203 Adopting the Northwest Triangle Specific Plan Fee Nexus Study Update and establishing a Northwest Triangle Master Plan Fee, as required by Turlock Municipal Code Chapter 8-11 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried unanimously.

Resolution No. 2013-204 Adopting the Westside Industrial Specific Plan Fee Nexus Study Update and establishing a Westside Industrial Specific Plan Fee, as required by Turlock Municipal Code Chapter 8-11 was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried unanimously.

Motion by Councilmember White, seconded by Councilmember Nascimento, Directing the City Engineer to collect the lower of either the current fees or the newly adopted fees for any development project during the 60-day waiting period required under Government Code Section 66017(a). Motion carried unanimously.

- D. Deputy Director of Development Services/Planning Manager Debbie Whitmore presented the staff report on the request to approve a Resolution of Intention to initiate any and all proceedings to study and amend, if appropriate, Turlock Municipal Code Section 9-2-125 regarding Mobile Food Facilities and adopt, as an urgency measure, an Interim Ordinance prohibiting the establishment of Mobile Food Facilities in the Downtown Core Zoning District of the City of Turlock for a period of forty-five (45) days, pursuant to California Government Code §65858.

Mayor Lazar opened the public hearing.

Dana McGarry of the Turlock Downtown Property Owners Association (TDPOA) spoke in favor of a cooling off period to examine the merits of these types of businesses, for reasons including that mobile vendors do not contribute to the Public Business Improvement District (PBID), but do derive the benefits.

Christopher Shawn of VidaVital, a mobile food business, spoke against initiating proceedings to study and amend TMC 9-2-125 and possible moratorium on mobile food facilities in the Downtown Core Zoning District for reasons including that his application is currently in process and that he has already invested thousands of dollars in his business.

Eric Gonsalves, TDPOA President, spoke in favor of the study and moratorium for reasons including he has received requests from property owners to address mobile food vendors, TDPOA members pay extra fees as part of the PBID, aesthetic and restroom concerns in the downtown area, the need to maintain the character of the downtown area, and his responsibility to represent the downtown property owners.

Brett Honore, co-owner of Dust Bowl Brewery and Board Member of TDPOA, spoke in favor of the study and moratorium for reasons including restroom and aesthetic concerns.

Council discussion included restroom requirements, other mobile food vendors currently operating in the area, City processes for issuing permits, and steps taken by Christopher Shawn of VidaVital to establish his business.

Ignacio Rico spoke in favor of mobile food trucks and asked for Council support.

Karrie Hernandez of Saucy Girls provided information about her mobile food truck that operates in the downtown area.

Mayor Lazar closed the public hearing.

Additional Council discussion included allowing Christopher Shawn's application to be grandfathered in while moving ahead with the study and moratorium, the need for better communication between the City, Turlock Downtown Property Owners Association, and the Chamber of Commerce, and future proceedings and parties to be included in the study of TMC §9-2-125.

Action: **Resolution No. 2013-205** Approving a Resolution of Intention to initiate any and all proceedings to study and amend, if appropriate, Turlock Municipal Code Section 9-2-125 regarding Mobile Food Facilities was introduced by Councilmember Bublak, seconded by Councilmember Nascimento, and carried unanimously.

Ordinance No. 1189 Adopting, as an urgency measure, an Interim Ordinance prohibiting the establishment of Mobile Food Facilities in the Downtown Core Zoning District of the City of Turlock for a period of forty-five (45) days, pursuant to California Government Code §65858, with the

exception of the permit submitted by Christopher Shawn on October 30, 2013, for the location at 201 W. Main Street in Turlock, was introduced by Councilmember Bublak, seconded by Councilmember Nascimento, and carried unanimously.

Mayor Lazar asked that Councilmember Bublak be appointed as a Council representative in study process.

8. SCHEDULED MATTERS:

Mayor Lazar handled Scheduled Matters Item 8B out of order.

- B. Parks, Recreation & Community Facility Manager Allison Van Guilder presented the staff report on the request to authorize the naming of the northeast storm basin walkway to "Singh Walkway" on behalf of the Turlock Indian American population in recognition of their contributions to the Turlock community.

Dr. Ram Saini spoke in favor of the walkway.

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

Action: **Resolution No. 2013-206** Authorizing the naming of the northeast storm basin walkway to "Singh Walkway" on behalf of the Turlock Indian American population in recognition of their contributions to the Turlock community was introduced by Councilmember White, seconded by Councilmember Bill DeHart, and carried unanimously.

- A. Development Services Director Mike Pitcock presented the staff report on the request to accept the final report and Pavement Management Program Update as completed by Nichols Consulting Engineers as part of City Project No. 13-30, "Pavement Management Program Update."

Carlos Yamzon of StanCOG provided a brief background and introduction of the Pavement Management Program Update.

Margot Yapp of Nichols Consulting Engineers, Chtd. presented the report on "State of the Pavements" in the City of Turlock.

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

Action: **Resolution No. 2013-207** Accepting the final report and Pavement Management Program Update as completed by Nichols Consulting Engineers as part of City Project No. 13-30, "Pavement Management Program Update," was introduced by Councilmember Bublak, seconded by Councilmember Nascimento, and carried unanimously.

- C. Municipal Services Director Michael Cooke presented the staff report on the request to appropriate \$350,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 Operations Reserve.

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

Action: **Resolution No. 2013-208** Appropriating \$350,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 Operations Reserve was introduced by Councilmember DeHart, seconded by Councilmember White, and carried unanimously.

Scheduled Matters Items 8D and 8E were handled concurrently.

- D. Municipal Services Director Michael Cooke presented the staff report on the request to appropriate \$231,500 to account number 415-51-538.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline."

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

Action: **Resolution No. 2013-209** Appropriating \$231,500 to account number 415-51-538.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried unanimously.

- E. Municipal Services Director Michael Cooke presented the staff report on the request to appropriate \$37,400 to account number 415-51-537.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion."

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

Action: **Resolution No. 2013-210** Appropriating \$37,400 to account number 415-51-537.43327 "Construction Management" from Fund 415 "Sewer Bonds" Reserve for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion," was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried unanimously.

- F. City Manager Roy Wasden introduced Lynn Bull of Winton-Ireland Insurance Agency who presented a report on the request to authorize approval to enter into a contract with "Consult-A-Doc" for the remainder of Fiscal Year 2013-14 for "24/7/365 on demand" physician consultations.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Bublak, Authorizing approval to enter into a contract with "Consult-A-Doc" (herein referred to as CADr) for the remainder of Fiscal Year 2013-14 for "24/7/365 on demand" physician consultations. Motion carried unanimously.

- G. Police Captain Steve Williams presented the staff report on the request to authorize the sole source purchase of Motorola mobile and portable radios as necessary to ensure Turlock Police is in compliance with the Project-25 (P25) standard of interoperability, without compliance to the formal bid process, for the purchase, programming, and installation of necessary equipment and accessories, in an amount not to exceed \$590,000.

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

Action: **Resolution No. 2013-211** Authorizing the sole source purchase of Motorola mobile and portable radios as necessary to ensure Turlock Police is in compliance with the Project-25 (P25) standard of interoperability, without compliance to the formal bid process, for the purchase, programming, and installation of necessary equipment and accessories, in an amount not to exceed \$590,000 was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried unanimously.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Bublak asked that staff reach out to the Alliance to consider locating in Turlock.

Councilmember Bublak asked that staff look into the possibility of identifying a downtown location to sell California State University, Stanislaus merchandise

Councilmember Nascimento asked that staff look into the possibility of vacant downtown storefronts being made available for displays of local art work in order to bring local art to the downtown area.

10. COUNCIL COMMENTS:

Councilmember White issued a challenge to 1,000 Turlock citizens, businesses, service clubs and churches to match his \$500 donation to the Turlock Gospel Mission to help fund a multi-use facility.

Councilmember Bublak announced that the recent victory by the CSUS Women's Soccer team advanced them into the regional competition that will be hosted by CSUS on Saturday, November 16, 2013 at 1:00 p.m.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

- A. Conference with Legal Counsel – Pending Litigation, Cal. Gov't Code §54956.9(d)(4)
"For purposes of this section, litigation shall be considered pending when any of the following circumstances exist... Based on existing facts and circumstances, the legislative body of the local agency has decided to initiate or is deciding whether to initiate litigation."

Potential Cases: (1 case related to Calculation of Property Tax Administration Fees)

Action: No reportable action.

12. ADJOURNMENT:

Mayor Lazar adjourned the meeting at 8:38 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



Council Synopsis

December 10, 2013

5c

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 1 (Final) in the credit amount of (\$416.52) (Fund 215) for City Project No. 11-19, "Purchase of CNG Sewer Maintenance Vehicle," bringing the contract total to \$358,621.57

Motion: Accepting improvements for City Project No. 11-19, "Purchase of CNG Sewer Maintenance Vehicle," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On November 13, 2012, staff awarded a contract in the amount of \$359,038.09 to Nixon-Egli Equipment Company, Tracy, CA, for City Project No. 11-19, "Purchase of CNG Sewer Maintenance Vehicle CML-5165(064)".

In October 2013, the vehicle was delivered and tested by Staff for two weeks in the field and functioned as intended.

Change Order History	Amount	City Council Meeting
Original Contract	\$359,038.09	11/13/2012
Change Order No. 1	(\$416.52)	12/10/2013
Adjusted Contract Total	\$358,621.57	12/10/2013

Change order No. 1 (Final) includes:

This decrease in contract costs is related to change in the sales tax rate between the time the bid was accepted and the time the final delivery was made.

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.

- B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment districts, water and sewer enterprise funds as funded by user fees) in:

- ix) Fleet & Equipment Management: address deferred replacement of aging equipment

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 215-40-420.51210 and are available for contingencies such as this Contract Change Order No. 1 (Final). The original contract amount of \$359,038.09 will be decreased in the amount of \$416.52, bringing the total contract to \$358,621.57.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Not approve Change Order No. 1 (Final). This option is not recommended by Staff because the vehicle has been delivered in accordance with project specifications and is needed for ongoing operations.

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 11-19
PURCHASE OF CNG SEWER MAINTENANCE VEHICLE CML-5165 (064)**

Notice is hereby given that the purchase of the above-referenced project for the City of Turlock, was completed by the undersigned agency on December 10, 2013. The vendor was Nixon-Egli Equipment Co., 800 E Grant Line Road, Tracy , CA 95304, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on December 11, 2013 at Turlock, California, Stanislaus County



Council Synopsis

5D

December 10, 2013

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to City Contract No. 12-031 with Sally Swanson Architects, Inc., of San Francisco, California, for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update," to extend the term of the agreement by six (6) months

2. DISCUSSION OF ISSUE:

On July 10, 2012, the Council awarded an agreement to Sally Swanson Architects, Inc. (SSA), of San Francisco, CA, in the amount of \$162,020 for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update." The role of SSA under this project is to analyze site conditions throughout the City, identify accessibility barriers within the City's right-of-way, and generate a final report that includes a Transition Plan for reducing or eliminating these barriers. SSA is responsible for project management and coordinating community input into the process as well.

On July 23, 2013, the Council awarded a six-month extension to the original agreement term due an underestimation of the number of curb ramps that need to be surveyed. The amendment did not provided additional compensation, but only provided more time to complete the original scope of work, thereby ensuring a completed inventory of curb ramp barriers.

In September 2013 Staff was notified by the Consultant of technical issues with some of their survey equipment which resulted in faulty data for many portions of surveyed sidewalk. The Consultant has fixed the problem with the equipment, but needs additional time to complete re-surveying of the affected sidewalk areas.

Staff is recommending a six-month extension to the agreement with SSA, at no additional cost to the City, to allow the Consultant time to re-survey the affected portions of sidewalk.

3. BASIS FOR RECOMMENDATION:

- A) Federal law (ADA Title II) requires local cities to perform a self-evaluation and develop a transition plan.
- B) Ensuring accessibility for city residents and visitors is important, as it removes barriers for participation.

- C) Providing an extension to the existing agreement will allow for proper completion of the project requirements.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):**
- a Identify avenues to address current deficiencies in:
 - i. County islands
 - ii. West Side
 - iv. Streets/Roadways

 - b Address growth related issues (current and future)
 - i. Interchanges
 - ii. Impact on current transportation system
 - iii. Bike paths/routes around town/buses

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

- Goal(s):**
- a Community Infrastructure – Strive to:
 - iii. Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees
 - iv. Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize.
 - v. Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: There are no fiscal impacts associated with this amendment.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Deny an amendment to the agreement extending the term of the agreement. Staff does not recommend this alternative because a termination of the agreement at the original end date would result in a premature end to the project and an incomplete inventory of all accessibility barriers.



AMENDMENT NO. 2
to
Agreement
between
CITY OF TURLOCK
and
SALLY SWANSON ARCHITECTS, INC.
For
ACCESSIBILITY COMPLIANCE CONSULTING SERVICES
City Project No. 11-27

THIS AMENDMENT NO. 2, dated December 10, 2013, is entered into by and between the CITY OF TURLOCK, a municipal corporation (hereinafter "CITY") and SALLY SWANSON ARCHITECTS, INC., (hereinafter "CONTRACTOR").

WHEREAS, the parties hereto previously entered into an agreement dated July 10, 2012, whereby CONTRACTOR would perform professional accessibility compliance services, (hereinafter the "Agreement"); and

WHEREAS, on July 23, 2013, the parties entered into Amendment No. 1 to the Agreement dated July 10, 2012, whereby CONTRACTOR was provided a six-month extension to the term of the Agreement to complete work associated with the original scope of services.

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

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

"5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 10, 2012, and ending June 30, 2014, subject to CITY's availability of funds."

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

OK for Agreement
[Signature]

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

CITY OF TURLOCK

SALLY SWANSON ARCHITECTS, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

APPROVED AS TO SUFFICIENCY:

Print Name: _____

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

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



Council Synopsis

December 10, 2013

5E

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Retainer Agreement with Kleinfelder West, Inc., City Contract No. 13-049, dated July 9, 2013 for City Project No. 13-31, "Retainer Agreement – Kleinfelder," to increase the maximum allowable compensation under the agreement from \$100,000 to \$150,000, to provide additional reporting requirements, and implement utilization of Virtual Project Manager

2. DISCUSSION OF ISSUE:

The City of Turlock has the need for geotechnical testing and inspection services throughout the year. Testing ensures that the City's contractors are meeting project standards. The inspection services are specialized work and City staff is unable to insure compliance with the project standards without this inspection.

The maximum allowable compensation established initially was based on the estimated scopes of work projected at that time, as well as a balanced utilization of both geotechnical testing firms held under retainer. However, actual project-specific estimates have proven higher than expected, so Staff is recommending an increase to the maximum compensation allowed under the agreement to ensure that capital project testing can continue without reaching that cap. In addition, the recommended funding cap aligns with the federal rules regarding maximum compensation levels for consultant contracts.

At times the City has had difficulty receiving reports in a timely manner and in a format that meets our high standards. This amendment further clarifies expectations to ensure that reporting occurs in accordance with our standards. In addition, the Consultant will join the City and contractors in using Virtual Project Manager (VPM) to submit electronic reports, further streamlining the reporting process.

3. BASIS FOR RECOMMENDATION:

- A) Per City Municipal Code, City Council approval of an amendment is required prior to modifying a contract with the consultant.
- B) The benefit for the City is that City Staff will be able to continue to call on Kleinfelder to assure work meets City standards prior to the City of Turlock accepting such work.
- C) An increase in the maximum compensation is necessary to ensure that materials testing and inspection services can continue through the remainder of the contract period without reaching the maximum reimbursable cap.

Not specifically identified within the City Strategic Plan as this item pertains to the ongoing testing operations relative to City capital improvements.

4. FISCAL IMPACT / BUDGET AMENDMENT:

The increase in the maximum compensation allowed under this Retainer Agreement will be absorbed by the various capital projects that utilize these services; some of which may be funded by the General Fund, but most will be funded by federal grant funds or enterprise funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

- A). Reject this amendment and leave the existing Retainer Agreement in place. Staff does not recommend this because it will limit the City's ability to have the necessary testing performed in a timely manner.



AMENDMENT NO. 1
to the
Retainer Agreement for Special Services
between the
CITY OF TURLOCK
and
KLEINFELDER WEST, INC.
for
MATERIALS TESTING AND INSPECTION SERVICES
City Project No. 13-31

THIS AMENDMENT, dated December 10, 2013, is entered into by and between the CITY OF TURLOCK, a municipal corporation (hereinafter "CITY") and KLEINFELDER WEST, INC., (hereinafter "CONSULTANT").

WHEREAS, the parties hereto previously entered into a retainer agreement dated July 9, 2013, whereby CONSULTANT will perform professional materials testing and inspection services (hereinafter the "Agreement").

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

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

"4. COMPENSATION: CITY agrees to pay CONSULTANT additional compensation in the amount of Fifty Thousand and No/100^{ths} Dollars (\$50,000.00) in accordance with Exhibit A attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed One Hundred Fifty Thousand and No/100^{ths} Dollars (\$150,000.00). Such maximum amount shall be compensation for all of CONSULTANT's expenses incurred in the performance of the Agreement and this Amendment No. 1."

2. Paragraph 37 of the Agreement is added to read as follows:

"37. REPORTING: Uncertified, daily field reports shall be available to CITY upon completion of the field inspection and provided to CITY prior to leaving the inspection site, or in the event CITY representative is not present at that time, provided to CITY within one working day. Certified daily field reports shall be provided to CITY on a weekly basis in accordance with Paragraph 38 and submitted no later than Wednesday of the following week. Reports may be handwritten or typed, but must be legible.

OK for Agenda
[Signature]

The final report shall be provided to CITY, in both electronic and hard copy formats, within (30) days of CITY's request. The final report shall include, but is not limited to, the following: a typed cover letter with a wet-stamp and signature, a typed summary page of all compaction testing results, and copies of all field reports, field test results, lab test results, and lab reports.

Laboratory testing of samples received by CONSULTANT will be completed and reported to CITY within two working days from the date the sample was collected, subject to test method and any other project constraints. Laboratory test reports will be typed and shall be provided to CITY in an electronic format, in accordance with Paragraph 38. CITY reserves the right to request expedited laboratory testing and results of samples when needed, contingent on CONSULTANT's availability and ability to provide this expedited service."

3. Paragraph 38 of the Agreement is added to read as follows:

"38. INTERNET BASED CONSTRUCTION MANAGEMENT SYSTEM:

(a) CONSULTANT shall utilize Virtual Project Manager (<http://www.virtual-pm.com/>), herein after called VPM, for submission of all data and documents (unless specified otherwise in the Service Request) throughout the duration of the Agreement. VPM is an electronic project management system accessible through the Internet used to create, share, and review construction management documentation. VPM is provided by CITY at no cost to CONSULTANT or the general contractor hired by CITY, hereinafter referred to as "Contractor". VPM will be made available to all CONSULTANT's personnel, CONSULTANT's subcontractor personnel, the Contractor, Contractor's subcontractor personnel or suppliers, CITY, and any of City's representatives or agents. The joint use of this system is to facilitate electronic exchange of information, automation of key processes, electronic notification of project activity, and overall management of contract documentation. VPM shall be the primary means of project information submission and management.

CITY will establish CONSULTANT's access to VPM by enabling access and assigning user profiles to CONSULTANT personnel, including subcontractors and suppliers, as requested by CONSULTANT. All authorized personnel shall have an individual user profile; no joint-use or shared user profiles will be allowed. Each user profile shall be assigned to a user group and have specific permission settings and privileges based on the user's need within VPM. Entry of information exchanged and transferred between CONSULTANT and their subcontractors and suppliers on VPM shall be the responsibility of CONSULTANT.

CONSULTANT shall use computer hardware and software that meets the requirements of the VPM system. As recommendations are modified by VPM, CONSULTANT will upgrade their system(s) to meet or exceed the recommendations. Upgrading of CONSULTANT's computer systems will not be justification for a cost or time modification to the Agreement.

CONSULTANT shall ensure its own connectivity to VPM through their Internet service provider.

CONSULTANT shall be responsible for the validity of the information they place in VPM, for the training of their personnel to understand and utilize VPM, as well as the provision and accessibility of adequate resources to connect with VPM. Accepted users shall be knowledgeable in the use of computers, including Internet browsers, email programs, and the Portable Document Format (PDF) document type. Note that only the following file types are accepted as attachments to documents within VPM: PDF files, Microsoft Word (DOC) files, Microsoft Excel (XLS) files, picture files (JPG, TIFF, BMP, JPEG, etc.). PDF documents will be created through electronic conversion prior to uploading, such as through a "print to file" feature or "save as pdf" feature, rather than optically scanned whenever possible.

CONSULTANT shall provide a list of personnel desiring access to VPM for CITY's acceptance. The list shall include the following information: first name, last name, address, title, office phone number, cell phone number (if available), and email address. CITY is responsible for adding and removing users from the system and establishing read, write, and approval permission levels. User permissions are established globally, which allow them to work on multiple projects.

(b) Company Documents: This area is reserved for general documentation not related to a specific project. Only CITY shall post content in this area.

(c) Project Summary: The project summary tab provides an overall summary of the project. This tab is for information only; CONSULTANT shall not post information in this area unless otherwise directed by CITY.

(d) Task Manager: The project schedule submitted by the Contractor is converted into a format that is uploaded by CITY into the task manager tab. The Contractor is responsible for providing schedule updates to CITY whenever the work progress in a manner different than the approved schedule. CONSULTANT shall not post information in this area, unless directed by CITY.

(e) Change Order Manager: The change order manager tab shall be used to track project change orders. CONSULTANT shall not post information in this area, unless directed by CITY.

(f) Transmittals: The transmittal tab shall be used to communicate general project information amongst all parties. This area shall be used by CONSULTANT to submit electronic deliverables required under a service request. When posting a new entry CONSULTANT shall select the "Project Testing" type of entry within the form.

(g) Submittals: All submittals shall be submitted through the submittal tab. This area is for use by CITY, the Contractor, and the Contractor's subcontractors; CONSULTANT shall not post information in this area unless otherwise directed by CITY.

(h) Request for Information (RFI): The RFI tab shall be used to request information from the Contractor to the Engineer, as well as track responses. CONSULTANT shall not post information in this area unless otherwise directed by CITY.

(i) Daily Logs: The daily log tab is used by CITY to document the activities of the work, any correspondence or direction given in the field, safety concerns and general comments about the project. The Contractor may view the contents of this tab for reference purposes. The information entered into the daily log tab is used to populate the project summary tab. CONSULTANT shall not post information in this area unless otherwise directed by CITY.

(j) WSWD: The weekly statement of working days will be posted to the WSWD tab for the use of CITY and Contractor. CONSULTANT shall not post information in this area unless otherwise directed by CITY.”

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

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

CITY OF TURLOCK

KLEINFELDER WEST, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

APPROVED AS TO SUFFICIENCY:

Print Name: _____

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

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

KLEINFELDER MODESTO FEE SCHEDULE GEOTECHNICAL AND MATERIALS TESTING SERVICES

2013 STAFF RATES PREVAILING WAGE – CITY OF TURLOCK

Principal Professional.....	\$ 235 / hour
Senior Professional.....	\$ 200 / hour
Project Professional.....	\$ 160 / hour
Staff Professional II.....	\$ 145 / hour
Staff Professional I.....	\$ 135 / hour
Project Manager.....	\$ 140 / hour
Draftsman/CADD Operator	\$ 98 / hour
Technician for Onsite Masonry, Shotcrete & NDT Welding.....	\$ 101 / hour
Technician for Onsite Welding (Non NDT).....	\$ 98 / hour
Technician for Onsite Soils and Asphalt.....	\$ 93 / hour
Technician for Concrete Flatness Testing (Includes Equipment).....	\$ 160 / hour
Technician for Other Onsite Services (Concrete, Bolts, Epoxy, etc.).....	\$ 89 / hour
Technician for Offsite NDT Welding.....	\$ 94 / hour
Technician for Offsite Welding (Non NDT)	\$ 88 / hour
Technician for Other Offsite Services and Travel (Non-prevailing Wage)	\$ 80 / hour
Administrative	\$ 70 / hour

BASIS OF CHARGES

1. Listed on the attached page are typical prices for services most frequently performed by Kleinfelder. Prices for other services, including special quotes for volume work, will be given upon request, but will be subject to the terms set forth below.
2. Invoices will be issued on a monthly basis, or upon completion of a project, whichever is sooner. The net amount of invoices is payable on presentation of the invoice. If not paid within 30 days after the date of the invoice, the unpaid balance shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%.
3. A two-hour minimum charge per visit will be made for all field services, with one hour increments thereafter. Hours in excess of eight hours per day will be charged as overtime in ½ hour increments.
4. A one-half hour minimum charge per day will be made for any office service.
5. Time worked in excess of 8 hours per day and weekend/holiday work will be charged at 1.5 times the hourly rate. Time worked in excess of 12 hours per day will be charged at 2 times the hourly rate. A surcharge of \$25.00 per hour will be added for night work (8:00pm to 5:00am).
6. Per diem will be charged at a rate of \$160 per day per person or expenses plus 20%, whichever is greater. Per diem may be charged for all projects in excess of 50 miles from the nearest Kleinfelder office.
7. Outside services will include a 20% markup, unless otherwise noted.
8. The proposed fee includes standard invoicing with time detail summary. Additional administrative time will be charged if invoice backup information (timesheets, daily field reports, certified payroll or work summaries) is requested.
9. Certified payroll for prevailing wage projects will be provided only if requested and will be subject to additional charges for administrative time for each pay period.
10. Kleinfelder carries Worker's Compensation Insurance (including Employer's Liability), Comprehensive General Liability and property damage insurance for its own equipment, and will furnish certificates upon request.
11. Kleinfelder routinely disposes of non-environmental and uncontaminated samples after submission of our final report and reserves the right to return environmental sample to client, at its expense, after submission of our final report.
12. Proper disposal or handling of soil boring cuttings, well development and purge waters, decontamination solutions, and other contaminated/potentially contaminated materials is the responsibility of the client. Upon request, Kleinfelder can provide containers for onsite containment and can advise the client regarding proper handling procedures.
13. The proposed rates will be in effect for 90 days from the proposal date, unless otherwise noted.
14. Kleinfelder reserves the right to adjust the fee schedule on projects not completed within 180 days from the contract signature date. For time and materials projects, any not to exceed amount will be similarly adjusted.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

SOIL TESTS

SOIL DENSITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Standard Proctor, 4" Mold	STANDARD PROCTOR, 4"	D698, T99	\$220.00 each
Standard Proctor, 6" Mold	STANDARD PROCTOR, 6"	D698, T99	\$245.00 each
Modified Proctor, 4" Mold	MODIFIED PROCTOR, 4"	D1557, T180	\$225.00 each
Modified Proctor, 6" Mold	MODIFIED PROCTOR, 6"	D1557, T180	\$252.00 each
Proctor Check Point	PROCTOR CHECK POINT	T272	\$145.00 each
Proctor Oversize Correction	PROCTOR CORR OVRSZ	D4718	\$82.00 each
Treated Soil Proctor	TREATED SOIL PROCTOR	D558	\$295.00 each
California Impact, CTM 216, Dry Method	CTM 216, DRY	CTM216	\$225.00 each
California Impact, CTM 216, Wet Method	CTM 216, WET	CTM216	\$195.00 each

SOIL CLASSIFICATION AND INDEX TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Visual Classification	CLASSIFICATN, VISUAL	D2488	\$10.00 each
Sieve Analysis, % Finer than 200 Sieve	SIEVE ANALYSIS, -200	C117, D1140	\$90.00 each
Sieve Analysis, Fine	SIEVE ANALYSIS, F	C136, D422, D6913	\$130.00 each
Sieve Analysis, Coarse	SIEVE ANALYSIS, C	C136, D422, D6913	\$90.00 each
Sieve Analysis, Coarse and Fine	SIEVE ANALYSIS, C&F	C136, D422, D6913	\$158.00 each
Hydrometer Analysis	HYDROMETER ANALYSIS	D422	\$175.00 each
Water Content	WATER CONTENT	D2216, D4643	\$28.00 each
Water Content and Dry Unit Weight	WATER/DENSITY, SOIL	D2216, D2937, D7263	\$55.00 each
Atterberg Limits, Multiple Point	ATTERBERG, MULTI PT.	D4318-Method A	\$175.00 each
Atterberg Limits, Liquid Limit Only	LIQUID LIMIT ONLY	D4318	\$115.00 each
Soil Specific Gravity	SOIL SPEC. GRAV.	D854	\$147.00 each
Soil Organic Content	SOIL ORGANIC CONTENT	D2974-Method C	\$110.00 each
Soil pH	SOIL PH	D4972, G51	\$58.00 each
Soil Resistivity	SOIL RESISTIVITY	G187	\$168.00 each

SOIL BEARING PRESSURE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
California Bearing Ratio, Single Point *	CBR, 1 POINT	D1883	\$370.00 each
California Bearing Ratio, 3 Points *	CBR, 3 POINTS	D1883	\$630.00 each
Resistance R-Value	R-VALUE	D2844	\$315.00 each
Resistance R-Value of Treated Material	R-VALUE, TREATED	D2844	\$370.00 each
Rock Correction for R-Value	R-VALUE, ROCK CORR.	D2844	\$85.00 each
CTM 373, 1 Lime Content, w/o Opt. Moist.	CTM 373, CHECK POINT	CTM373	\$176.00 each
CTM 373, 1 Lime Content	CTM 373, 1 LIME %	CTM373	\$370.00 each

*Note: Does not include Proctor Values

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

SOIL TESTS (continued)

SOIL STRENGTH AND PERMEABILITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Unconfined Compressive Strength	UNCONFINED COMP STR.	D2166	\$142.00 each
Direct Shear, 1 Point	DIRECT SHEAR, 1 PT.	D3080	\$131.00 each
Consolidation without Time Rate Plots	CONSOL. W/O TR	D2435	\$350.00 each
Consolidation with 2 Time Rate Plots	CONSOL. W/2 TR	D2435	\$445.00 each
Expansion Index	EXPANSION INDEX	D4829	\$185.00 each
Permeability, Flexible Wall	PERMEABILITY, FLEX	D5084-Method C	\$375.00 each
Triaxial Shear, UU, 1 Point	TRIAx, UU, 1 POINT	D2850	\$210.00 each

AGGREGATE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Clay Lumps and Friable Particles, per sz *	AG CLAY LUMP/FRIABLE	C142	\$105.00 each
Cleanness Value	AG CLEANNESS VALUE	CTM227	\$158.00 each
Coarse Durability	AG COARSE DURABILITY	D3744	\$168.00 each
Fine Durability	AG FINE DURABILITY	D3744	\$136.00 each
Coarse Specific Gravity & Absorption	AG COARSE SPG/ABSORP	C127	\$63.00 each
Fine Specific Gravity & Absorption	AG FINE SPG/ABSORP	C128	\$105.00 each
Flat and Elongated Particles, per size *	AG FLAT&ELONG/SIZE	D4791	\$79.00 each
Fractured Faces, per size *	AG FRACT. FACES/SIZE	D5821	\$158.00 each
Lightweight Pieces **	AG LIGHTWT. PIECES	C123	\$350.00 each
Los Angeles Abrasion, Large Aggregate	AG LA ABRASION, LG	C535	\$210.00 each
Los Angeles Abrasion, Small Aggregate	AG LA ABRASION, SM	C131	\$185.00 each
Organic Impurities	AG ORGANIC IMPURITIES	C40	\$63.00 each
Sand Equivalent, 3 points	AG SAND EQUIV., 3PT.	D2419	\$121.00 each
Soundness of Aggregate, per size *	AG SULFATE SOUND/SZ.	C88	\$147.00 each
Unit Weight	AG UNIT WEIGHT	C29	\$63.00 each

***Note:** Tests are billed by each size fraction tested. The quantity of fractions tested is dependent on the sample gradation and specific test method.

****Note:** Tests are billed by each size fraction tested, and the specific gravity of the test solution used (2.0 and/or 2.4). The quantity of fractions tested is dependent on the sample gradation.

CONCRETE TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Compression	CONCRETE COMPRESSION	C39	\$32.00 each
Core Compression	CONCRETE CORE COMP.	C42	\$69.00 each
Cylinder Unit Weight	CONC. CYL. UNIT WT.	C567	\$105.00 each
Drying Shrinkage, set of 3	CONC. DRY SHRINKAGE	C157	\$462.00 each
Flexural Strength	CONC. FLEX STRENGTH	C78	\$115.00 each
Splitting Tensile Strength	CONC. SPLIT. TENSILE	C496	\$85.00 each
Concrete Core Thickness	CONC. CORE THICKNESS	C174	\$10.00 each
Laboratory Trial Batch	CONCRETE TRIAL BATCH	C192	\$1,050.00 each
Cylinder Molds			\$5.00 each

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

MASONRY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Grout Compression	GROUT COMPRESSION	C1019	\$32.00 each
Mortar Compression	MORTAR COMPRESSION	C942	\$32.00 each
Core Shear	MASONRY CORE SHEAR	CA DSA	\$53.00 each
Prism Compression	MASONRY PRISM COMP.	C1314	\$115.00 each
CMU Absorption and Received Moisture	CMU ABSORP/MOIST.	C140	\$85.00 each
CMU Compression	CMU COMPRESSION	C140	\$105.00 each
CMU Dimension Verification	CMU DIMENSION VERIF.	C140	\$25.00 each
CMU Lineal Shrinkage	CMU LINEAL SHRINKAGE	C426	\$185.00 each
Breaking Load, Roof Tile		UBC 15-5	\$46.00 each
Grout or Mortar Mold			\$3.00 each

ASPHALT TESTS

MIX PROPERTY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Gradation of Extracted Aggregate	AC AGGREGATE GRADATION	D5444	\$105.00 each
Core Thickness	AC CORE THICKNESS	D3549	\$10.00 each
AC Content by Extraction	AC EXTRACTION	D2172	\$210.00 each
Hveem Stability	AC HVEEM STABILITY	D1560	\$162.00 each
AC Content by Ignition Oven	AC IGNITION OVEN	D6307, T308	\$147.00 each
Ignition Oven Calibration	AC IGNT. OVEN CALIB.	D6307	\$315.00 each
Moisture Content	AC MOISTURE CONTENT		\$53.00 each
AC Content by Nuclear Gauge	AC NUC. CONT. GAUGE	D4125	\$210.00 each
Marshall Stability and Flow	AC STABILITY & FLOW	D6927	\$405.00 each
Core Unit Weight & Thickness	AC CORE WT./THICK.	D1188, D2726	\$53.00 each

DESIGN AND DENSITY TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Unit Weight, Hveem Method	AC UNIT WT., HVEEM	D1561	\$300.00 each
Unit Weight, Marshall Method	AC UNIT WT., MARSH.	D6926	\$315.00 each
Maximum Theoretical Specific Gravity	AC MAX THEO. SPG	D2041	\$156.00 each
Mix Design, Hveem Method	HVEEM MIX DESIGN		\$5,670.00 each
Mix Design, Marshall Method	MARSHALL MIX DESIGN		\$3,150.00 each

Note: A 25 percent surcharge will be applied to each rubberized asphalt test.

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

METAL TESTS

BOLT TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Bolt Assembly Suite (Bolt, Nut, Washer) *	BOLT ASSEMBLY SUITE	F606	\$220.00 each
Bolt Hardness	BOLT HARDNESS	E18	\$26.00 each
Bolt Proof Load	BOLT PROOF LOAD	F606	\$53.00 each
Bolt Wedge Tensile	BOLT WEDGE TENSILE	F606	\$53.00 each
Nut Hardness	NUT HARDNESS	E18	\$26.00 each
Nut Proof Load	NUT PROOF LOAD	F606	\$63.00 each
Washer Hardness	WASHER HARDNESS	E18	\$26.00 each

*Note: An 'assembly' is one bolt, one nut and one washer. The suite consists of a bolt wedge tensile test, bolt and nut proof load tests, and hardness tests on all three pieces.

STRUCTURAL METAL TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Bend	METAL, BEND	A370	\$42.00 each
Rebar Coupler Slippage	METAL, COUPLER SLIP	A370	\$137.00 each
Rebar Coupler Tensile	METAL, COUPLER TENS.	A370	\$84.00 each
PT Strand Tensile	METAL, PT TENSILE	A370	\$152.00 each
Spliced Specimen Tensile	METAL, SPLICE TENS.	A370	\$84.00 each
Tensile <2.0 Sq. In. Cross-Sect.	METAL, TENSILE <2"	A370	\$95.00 each
Tensile ≥2.0 Sq. In. Cross-Sect.	METAL, TENSILE >2"	A370	\$147.00 each
Rockwell Hardness	ROCKWELL HARDNESS	E18	\$53.00 each

*Note: Price does not include cost of machining test specimens. Price is for testing at 40 F; other test temperatures will result in additional fees.

SAMPLE PREPARATION AND MISCELLANEOUS TESTS

SAMPLE PREPARATION

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Rock Sample Preparation	ROCK SAMPLE PREP.		\$84.00 each
Sample Crushing	SAMPLE CRUSHING		\$105.00 each
Sample Cutting and Trimming	SAMPLE CUT & TRIM		\$57.00 each
Sample Mixing and Processing	SAMPLE MIX&PROCESS		\$32.00 each
Sample Preparation	SAMPLE PREPARATION		\$26.00 each
Sample Preparation, per hour	SAMPLE PREP./HR.		\$95.00 hour
Sample Remolding	SAMPLE REMOLDING		\$79.00 each
Contamination Fee	CONTAMINATION FEE		\$265.00 each
Sample Disposal Fee	SAMPLE DISPOSAL FEE		\$15.00 each

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

SAMPLE PREPARATION AND MISCELLANEOUS TESTS (continued)

MISCELLANEOUS TESTS

<u>Test</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Fireproofing Density	FIREPROOFING DENSITY	E605	\$53.00 each
Hydraulic Ram Calibration	HYDRAULIC RAM CALIB.		\$210.00 each
Non-Masonry Grout Compression	NON-MAS. GROUT COMP.	C579	\$32.00 each
Pocket Penetration Value	POCKET PENETRATION		\$10.00 each
Roof Tile Absorption	ROOF TILE ABSORPTION		\$105.00 each
Roofing, Unit Weight of Surfacing	ROOF UNIT WT. SURF.	D2829	\$105.00 each

OTHER EQUIPMENT CHARGES

MATERIALS TESTING EQUIPMENT

<u>Equipment</u>	<u>Invoice Name</u>	<u>Test Method[†]</u>	<u>Price</u>
Anchor Bolt Testing Device	ANCHOR BOLT TST/DAY		\$160.00 / day
Asphalt Sampling Box	ASPHLT SAMPLE BOXES		\$1.50 each
Brinell Hardness Tester	BRINELL HARDNESS/DAY	E10	\$25.00 /day
Concrete Rebound (Schmidt) Hammer	SCHMIDT HAMMER/DAY	C805	\$60.00 / day
Concrete Vapor Emission Test Kit	MOIST FLOOR/SLAB TST	F1869	\$30.00 / kit
Coring Machine	CORING MACHINE /DAY		\$95.00 /day
Coring Machine with Generator	CORING MCH W/GEN DAY		\$185.00 / day
Cylinder Mold	CYLINDER MOLDS		\$5.00 each
Diamond Bit Core Barrel Charge			
2" Diameter	CORING, 2" DIAM./IN		\$3.00 / inch
3" Diameter	CORING, 3" DIAM./IN		\$4.00 / inch
4" Diameter	CORING, 4" DIAM./IN		\$5.00 / inch
6" Diameter	CORING, 6" DIAM./IN		\$7.00 / inch
Digital Thickness Gauge	THICKNESS GAUGE /DAY		\$55.00 /day
FerroScan Equipment	FERROSCAN EQUIPMENT		\$290.00 /day
Floor Flatness Testing Device (Per Sq Ft)	FLOOR FLATNESS /SF	E1155	\$0.15 /sq ft
Floor Flatness Testing Device (Per Test)	FLOOR FLATNESS TST	E1155	\$175.00 / day
Hand Auger and Soil Sampler	HAND AUGER/DAY		\$75.00 /day
Magnetic Particle Testing Device	MAGNETIC PARTICLE	ASNT, AWS B1.1	\$50.00 /day
Nuclear Asphalt Content Gauge	NUC ASPHLT CON GAUGE		\$120.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENS GAUGE	D6938	\$85.00 / day
Nuclear Soil Density/Moisture Gauge	NUCLEAR DENSOMTR/TST	D6938	\$5.00 /test
Thin-Lift Nuclear Asphalt Density Gauge	THIN LFT ASPHT GG/DY		\$120.00 / day
Rebar Locator	REBAR LOCATOR/DAY		\$80.00 / day
Skidmore Bolt Tension Calibrator	SKID WILH BOLT/DAY	A325, A490	\$75.00 / day
Torque Wrench, up to 1,000 foot-pounds	TORQUE WRENCH/DAY	A325, A490	\$55.00 / day
Ultrasonic Testing Device	UT TESTING EQUIP/DAY	ASNT, AWS B1.1	\$85.00 /day

[†]Examples of common test methods. Other methods may exist.

**KLEINFELDER 2013 FEE SCHEDULE FOR
GEOTECHNICAL / MATERIALS TESTING SERVICES**

OTHER EQUIPMENT CHARGES (continued)

VEHICLES

Description

Mileage, 2 Wheel Drive (Per Mile)
 Mileage, 4 Wheel Drive (Per Mile)
 Vehicle, 2 Wheel Drive (Per Hour)
 Vehicle, 4 Wheel Drive (Per Hour)
 Vehicle w/Std Testing Equip (Per Hour)
 Vehicle w/Nuclear Dens Equip (Per Hour)
 Vehicle w/ Ultrasonic, Magnetic Particle Equip (Per Hour)

VEHICLES

MILEAGE, 2 WH/MILE
 MILEAGE, 4 WH/MILE
 VEHICLE, 2 WHEEL/HR
 VEHICLE, 4 WHEEL/HR
 VEH W/STD EQUIP/HR
 VEH W/ND EQUIP/HR
 VEH W/UT EQUIP/HR

VEHICLES

\$0.80 / mile
 \$1.60 / mile
 \$10.00 / hour
 \$19.00 / hour
 \$19.00 / hour
 \$25.00 / hour
 \$25.00 / hour

OFFICE EQUIPMENT

Description

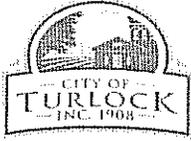
Microcomputer & Support Hardware (Per Hour)
 Personal Computer with Basic Software (Per Hour)
 Reproduction (Per Page)
 Telephone (Per Minute)
 Facsimile Copies (Per Page)
 Report Surcharge (Per Copy)
 Bond Cost for CADD (Per Square Foot)
 Mylar Cost for CADD (Per Square Foot)
 Press Bond for CADD (Per Square Foot)
 Vellum Cost for CADD (Per Square Foot)
 CADD Workstation (Per Hour)

Invoice Name

MICROCOMPUTER / HR.
 PERSONAL COMPUTER/HR
 REPRODUCTION/PAGE
 TELEPHONE, PER MIN.
 FAXES (PER PAGE)
 REPORT (PER COPY)
 CADD – BOND
 CADD – MYLAR
 CADD – PRESS BOND
 CADD – VELLUM
 CADD WORKSTATION /HR

Price

\$30.00 / hour
 \$25.00 / hour
 \$0.65 / page
 \$0.65 / min
 \$3.00 / page
 \$44.00 / each
 \$0.60 / sq ft
 \$3.50 / sq ft
 \$1.15 / sq ft
 \$1.75 / sq ft
 \$15.75 / hour



Council Synopsis

December 10, 2013

5F

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an Exchange Agreement between the City of Turlock and Brett A. Honore', Trustee of Brett Honore' Revocable Trust, as to an undivided 25% Interest and Brett T. Tate and Karen C. Tate 2012 Trust as to an undivided 75% Interest, for City Project No. 13-49, "Dianne Drive Realignment" and authorizing the City Manager to sign all documents to transfer property

2. DISCUSSION OF ISSUE:

In September 2013, staff brought forward a purchase and sale agreement for the acquisition of 24,766 square feet of property from Turlock Real Estate Investors 1, LLC for the realignment of Dianne Drive to Automall Drive at Fulkerth Road. As part of that transaction, the city obtained 5,514 square feet of property that will lie west of the future Dianne Drive alignment and is not necessary for the Dianne Drive Realignment project (Exhibit 1). Staff proposes to exchange the 5,514 square feet of excess right of way for 7,238 square feet of property owned by Brett A. Honore', Trustee of Brett Honore' Revocable Trust, as to an undivided 25% Interest and Brett T. Tate and Karen C. Tate 2012 Trust as to an undivided 75% Interest.

The approval of the exchange agreement and transfer of property between the two parties is necessary to construct the Dianne Drive realignment.

3. BASIS FOR RECOMMENDATION:

- a) City Policy states that all agreements which legally encumber the City are to be brought before the City Council for consideration.
- b) The exchange agreement will ensure that the necessary easements can be secured to construct and maintain the new Dianne Drive alignment at Fulkerth Road.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
v. Impact on Current Transportation System

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: As this is a straight exchange of property, no funding is required.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Resolution No. 2007-212 stated that property acquisition of this nature shall not be required to follow the provisions of Government Code 65402(a) as this project is a re-alignment of a minor nature.

7. ALTERNATIVES:

A). Not approve the exchange agreement. This is not recommended by City Staff as the exchange agreement is needed to complete the realignment of Dianne Drive to align with Automall Drive at Fulkerth Road.



EXCHANGE AGREEMENT

THIS AGREEMENT is entered into this 10th day of December, 2013 by and between the **CITY OF TURLOCK** (hereinafter "City") and **Brett A. Honore', Trustee of Brett Honore' Revocable Trust, as to an undivided 25% Interest and Brett T. Tate and Karen C. Tate 2012 Trust as to an undivided 75% Interest** (hereinafter "Owner").

WHEREAS, City desires to acquire right-of-way from the real property located on Dianne Drive (APN 089-019-024), owned by Owner more particularly described on Exhibit 1 attached hereto in association with City Project No. 13-49 "Dianne Drive Realignment"; and

WHEREAS, City desires to exchange excess right-of-way that was acquired by separate transaction with Turlock Real Estate Investors 1, LLC to real property located on Dianne Drive (APN 089-019-024), owned by Owner more particularly described on Exhibit 1 attached hereto in association with City Project No. 13-49 "Dianne Drive Realignment"; and

WHEREAS, City and Owner are willing to convey the Right-of-way as detailed in Exhibit 1 in order to facilitate the construction of Dianne Drive realignment.

NOW, THEREFORE, the parties agree to the following exchange as described in Exhibit attached hereto.

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

Owner

By: _____
Roy W. Wasden, City Manager

By: _____
Brett T. Tate

Date: _____

Date: _____

APPROVED AS TO SUFFICIENCY:

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

By: _____
Karen C. Tate

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

By: _____
Brett A. Honore'

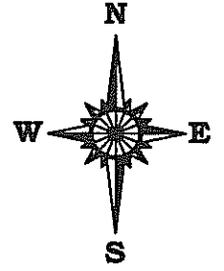
Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

OK for Signature

EXHIBIT 1



AUTOMALL
DRIVE

FULKERTH ROAD

RIGHT-OF-WAY
DEDICATION
TO CITY

5,046.97 S.F.

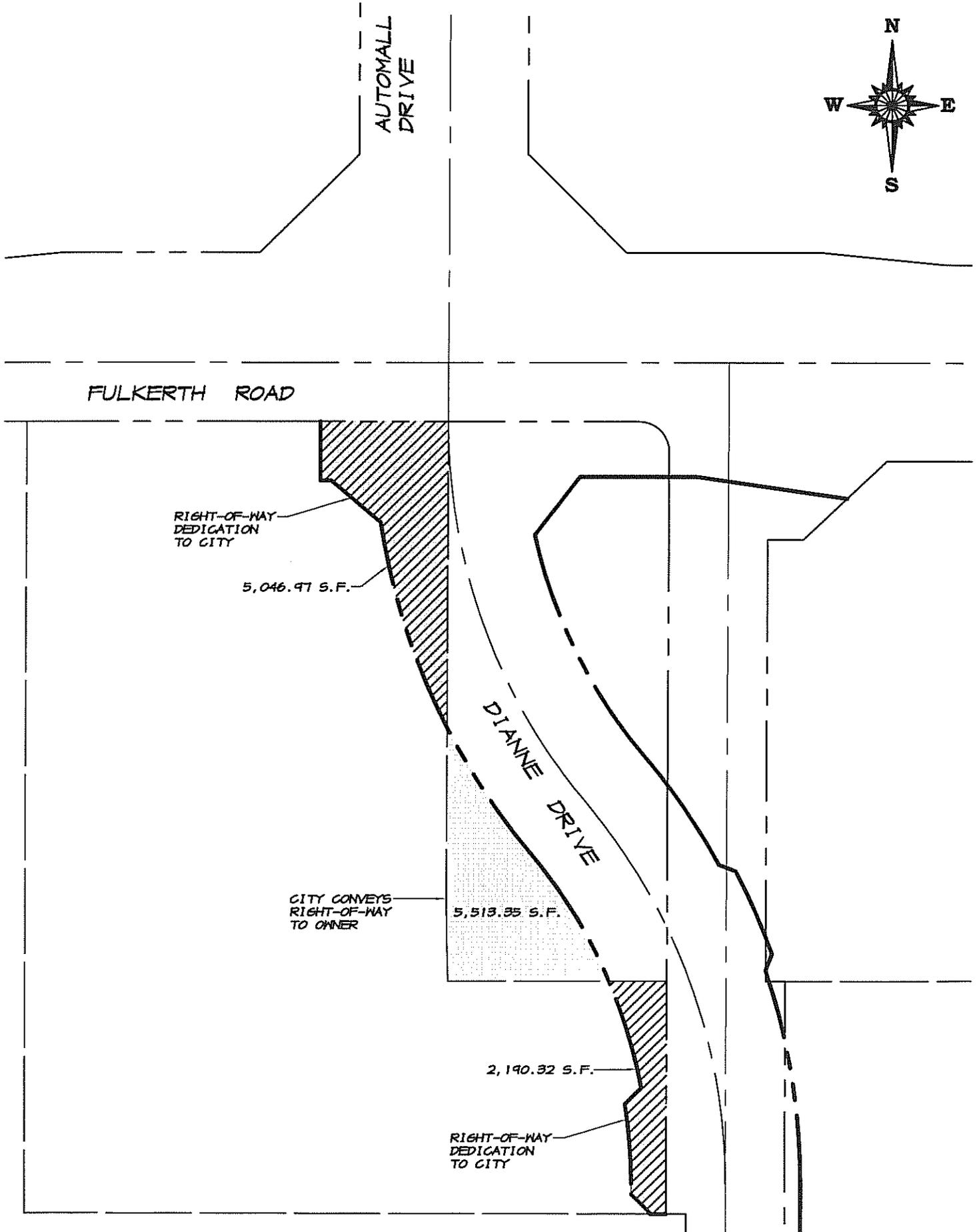
CITY CONVEYS
RIGHT-OF-WAY
TO OWNER

5,513.33 S.F.

DIANNE DRIVE

2,190.32 S.F.

RIGHT-OF-WAY
DEDICATION
TO CITY





Council Synopsis

December 10, 2013

5G

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. 5 in the amount of \$6,800 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 9 – Doors and Windows, bringing the contract total to \$1,149,444

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$1,203,203 to Diede Construction, Inc., of Woodbridge, California for "Turlock Public Safety Facility," Category 9 – Doors and Windows. As the project progressed, several changes to doors and hardware were required. In addition, two (2) windows were repaired that were damaged. After review of the proposed changes and the project schedule, City Staff and Diede Construction, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	\$1,203,203	2/1/11
Change Order No. 1	(\$71,000)	11/27/12
Change Order No. 2	(\$14,500)	1/8/13
Change Order No. 3	\$14,471	6/25/13
Change Order No. 4	\$10,470	11/12/13
Change Order No. 5	6,800	12/10/13
Adjusted Contract Total	\$1,149,444	

Description of change orders:

Change order No. 5 includes the following:

- 1) Replace the lock on Door 166B to an electrified double cylinder dead latch in the amount of \$2,769. This allows access only with a key or remotely.
- 2) Reverse locks on Doors 114C, 267A, 250A, 246, 247, & 248 to meet the security needs of the Police Department and Add floor stop to Door 114A in the amount of \$990.

- 3) Replace the panic lock on Door 197A with a lever lock that will not allow access from Room 198 to the balance of the building unless authorized in the amount of \$2,591.
- 4) Remove and replace the glass at Door 198 in order to install the wiring in the amount of \$450. The pull string placed by the electrical contractor was damaged during construction and could not be used.

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 \$1,142,644 will be increased in the amount of \$6,800, bringing the total contract to \$1,149,444. (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:

- A). Not approve Change Orders No. 5. This option is not recommended by City Staff since the changes are necessary to provide added security and for the Turlock Public Safety Facility to be completed.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)





CONTRACT CHANGE ORDER

Date issued: 10-Dec-13	Change Order No.: 5	
Project Name: Turlock Public Safety Facility		
Diede Construction, Inc.	Project No.: 0804B - Category 09	
P.O.Box 1007	Contract For: \$1,203,203.00	
Woodbridge, CA 95258	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	Replace the lock on Door 166B to an electrified double cylinder dead latch. This allows access only with a key or remotely.	LS	1	\$2,769.00	\$2,769.00
2	Reverse locks on Doors 114C, 267A, 250A, 246, 247, & 248 to meet the security needs of the Police Department. Add floor stop to Door 114A.	LS	1	\$990.00	\$990.00
3	Replace the panic lock on Door 197A with a lever lock that will not allow access from Room 198 to the balance of the building unless authorized.	LS	1	\$2,591.000	\$2,591.00
4	Remove and replace the glass at Door 198 in order to install the wiring. The pull string placed by the electrical contractor was damaged during construction and could not be used.	LS	1	\$450.00	\$450.00
				Total this CCO=	\$6,800.00
The original contract sum =				\$1,203,203.00	
Net change by previous change orders =				(\$60,558.58)	
The contract sum will be (increased) by this Change Order =				\$6,800.00	
The new contract sum including this change order will be =				\$1,149,444.42	
The contract time will be increased by (0) working days.					

Accepted: _____
Contractor

Date: _____

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

Date: _____

Approved: _____
City Manager

Date: _____



Council Synopsis

5H

December 10, 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. 6 in the amount of \$6,249 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,255,588

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 and additions necessary to construct the electrical and communication systems 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	2/12/13
Change Order No. 3	\$48,387	4/23/13
Change Order No. 4	\$16,889	6/25/13
Change Order No. 5	\$13,492	7/23/13
Change Order No. 6	\$15,013	11/12/13
Change Order No. 7	\$6,249	12/10/13
Adjusted Contract Total	\$4,255,588	

Description of change order:

Change order No. 7 includes the following:

- 1) Per a request form the Turlock IT Department, install new duplex receptacles on a dedicated circuit in Rooms 108 & 181 in the amount of \$1,753.

- 2) Per IOR punch list and RFI 460, change restroom receptacles to GFI protected in the amount of \$720.
- 3) Per a request from the Turlock Police Department, install new data outlets in Room No. 112, 113, and 161 and install one new phone outlet in Room 160 in the amount of \$3,133.
- 4) Repair EF7 motor starter damaged by the Category 12 controls subcontractor in the amount of \$643. A deductive change order for the Category 12 contractor in the same amount will be brought before Council at a later date.

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 \$4,249,339 will be increased in the amount of \$6,249, bringing the total contract to \$4,255,588 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

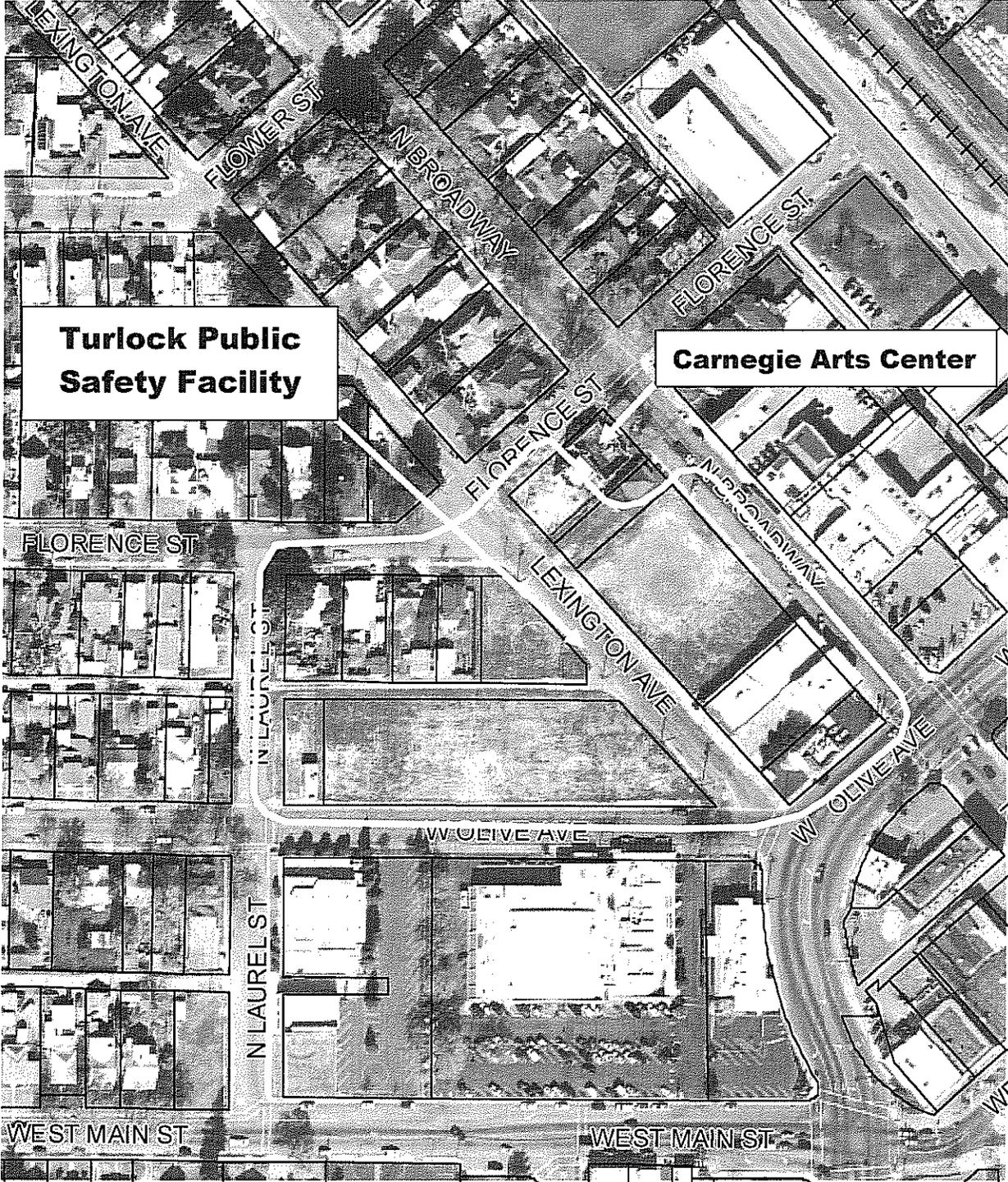
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Not approve Change Order No. 7. This option is not recommended by City Staff since the changes are necessary to construct the electrical and communication systems for the Turlock Public Safety Facility.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)





CONTRACT CHANGE ORDER

Date issued: 10-Dec-13
 Project Name: Turlock Public Safety Facility

Change Order No.: 7

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	Per a request from the Turlock IT Department, install new duplex receptacles on a dedicated circuit in Rooms 108 & 181.	LS	1	\$1,753.44	\$1,753.44
2	Per IOR punch list and RFI 460, change restroom receptacles to GFI protected.	LS	1	\$719.51	\$719.51
3	Per a request from the Turlock Police Department, install new data outlets in Room No. 112, 113, and 161. Install one new phone outlet in Room 160.	LS	1	\$3,132.810	\$3,132.81
4	Repair EF7 motor starter damaged by the controls contractor.	LS	1	\$643.17	\$643.17
				Total this CCO=	\$6,248.93
The original contract sum =				\$4,255,614.00	
Net change by previous change orders =				(\$6,275.30)	
The contract sum will be (increased) by this Change Order =				\$6,248.93	
The new contract sum including this change order will be =				\$4,255,587.63	
The contract time will be increased by (0) working days.					

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 City Manager

Date: _____



**Council
Synopsis**

December 10, 2013

51

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-47, "Columbia Park Restrooms," is exempt from the provisions of CEQA in accordance with Section 15303, "New Construction or Conversion of Small Structures"

Motion: Awarding bid and approving an agreement in the amount of \$203,820.33 (Fund 255) with BC Construction of Ceres, California, for City Project No. 13-47, "Columbia Park Restrooms"

Resolution: Appropriating \$29,707.35 from Fund 228 "Community Park Improvement Reserve" and transferring \$201,868 from account number 255-41-485.47210_006 to account number 228-60-608.51270 "Construction Project" for City Project No. 13-47, "Columbia Park Restrooms"

2. DISCUSSION OF ISSUE:

On November 18, 2013, seven (7) bids were received for City Project No. 13-47, "Columbia Park Restrooms." BC Construction of Ceres, California, was the lowest responsible bidder with a bid in the amount of \$203,820.33.

Bid Summary:

COMPANY NAME	BID AMOUNT
BC Construction	\$203,820.33
MCI Engineering	\$209,567.00
J.J. Garcia Construction	\$217,729.00
Impact Construction	\$226,900.00
Bobo Construction	\$227,290.00
Harris Builders	\$231,450.00
Marko Construction	\$232,646.05

Columbia Park is in need of additional restroom facilities. Currently, restrooms are only available to visitors of the Marty Yerby Center and the Columbia Park Pool. Unfortunately, there are no restrooms available to park visitors that wish to enjoy

the rest of the park's facilities and attractions. The Parks and Recreation Division currently provide portable restrooms to accommodate this need, but a more permanent solution is desired. This project will install a new pre-fabricated freestanding restroom facility to accommodate this need.

3. BASIS FOR RECOMMENDATION:

- A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
- B) The installation of the restroom facility is consistent with the City of Turlock Strategic Plan 2011-2013.

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

- Goal(s):** b Community Infrastructure
- iv) Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$231,575.35	\$203,820.33	\$10,000	\$10,000	\$7,755.02

Funding is available in line item number 228-60.608.51270 "Construction Project" for the proposed work. These funds are specifically for public Improvements.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Section 15303, "New Construction or Conversion of Small Structures"

7. ALTERNATIVES:

- A). Reject all bids submitted for this project. Staff does not recommend this alternative because Columbia Park needs additional restroom facilities.

City Project No. 13-47
Columbia Park Restrooms



CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Columbia Park Restrooms
 PROJECT NUMBER: 13-47
 BID OPENING: November 18, 2013
 10:00AM

ANTICIPATED COUNCIL AWARD DATE: December 10, 2013

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		BC Construction		MCI Engineering		J.J. Garcia Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	\$19,000.00	\$19,000.00	\$3,921.80	\$3,921.80	\$8,500.00	\$8,500.00	\$2,344.00	\$2,344.00
2	Remove Existing Improvements	LS	1	\$2,500.00	\$2,500.00	\$1,526.57	\$1,526.57	\$2,385.00	\$2,385.00	\$6,454.00	\$6,454.00
3	Cleaning and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$4,485.91	\$4,485.91	\$2,225.00	\$2,225.00	\$8,16.00	\$8,16.00
4	Prefabricated Restroom Facility	LS	1	\$150,000.00	\$150,000.00	\$157,174.01	\$157,174.01	\$142,000.00	\$142,000.00	\$170,000.00	\$170,000.00
5	Minor Concrete (Sidewalk-Thickened Edge)	LS	1	\$5,000.00	\$5,000.00	\$7,338.90	\$7,338.90	\$19,500.00	\$19,500.00	\$5,785.00	\$5,785.00
6	Minor Concrete (Sidewalk-Thickened Edge)	SF	575	\$15.00	\$8,625.00	\$9.66	\$5,669.50	\$13.76	\$7,912.00	\$9.60	\$5,520.00
7	Minor Concrete (Curb and Gutter)	LF	3	\$25.00	\$75.00	\$193.65	\$580.95	\$340.00	\$1,020.00	\$401.67	\$1,205.01
8	Minor Concrete (Residential Sidewalk)	SF	13	\$12.00	\$156.00	\$55.07	\$715.91	\$75.00	\$975.00	\$92.70	\$1,205.10
9	Hot Mix Asphalt	TON	5	\$200.00	\$1,000.00	\$358.49	\$1,792.45	\$550.00	\$2,750.00	\$483.60	\$2,418.00
10	4" Sewer Service	CY	2	\$75.00	\$150.00	\$225.23	\$450.46	\$1,000.00	\$2,000.00	\$461.50	\$923.00
11	4" Sewer Service	LS	1	\$5,200.00	\$5,200.00	\$8,430.49	\$8,430.49	\$8,800.00	\$8,800.00	\$6,705.00	\$6,705.00
12	1-1/2" Water Service	LS	1	\$4,300.00	\$4,300.00	\$3,702.01	\$3,702.01	\$4,300.00	\$4,300.00	\$4,681.00	\$4,681.00
13	Electrical Service	LS	1	\$8,500.00	\$8,500.00	\$8,031.37	\$8,031.37	\$7,200.00	\$7,200.00	\$9,672.00	\$9,672.00
Total =				\$209,506.00	\$203,820.33	\$209,567.00	\$217,728.11				

Item No.	Item Description	Unit of Measure	Estimated Quantity	Impact Construction Services		Bobo Construction		Harris Builders, Inc.		Marko Construction Group	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
4				\$26,800.00	\$26,800.00	\$1,300.00	\$1,300.00	\$18,476.00	\$18,476.00	\$16,853.69	\$16,853.69
5				\$2,962.00	\$2,962.00	\$2,500.00	\$2,500.00	\$5,426.00	\$5,426.00	\$2,688.00	\$2,688.00
6				\$2,482.00	\$2,482.00	\$1,000.00	\$1,000.00	\$3,864.00	\$3,864.00	\$6,688.00	\$6,688.00
7				\$146,444.00	\$146,444.00	\$168,000.00	\$168,000.00	\$138,756.00	\$138,756.00	\$151,345.60	\$151,345.60
8				\$10,693.00	\$10,693.00	\$11,500.00	\$11,500.00	\$12,270.00	\$12,270.00	\$23,744.00	\$23,744.00
9				\$10.00	\$5,750.00	\$12.00	\$6,900.00	\$15.17	\$8,722.75	\$12.15	\$6,966.25
10				\$283.33	\$849.99	\$180.00	\$540.00	\$1,408.67	\$4,226.01	\$603.68	\$1,811.04
11				\$65.38	\$849.84	\$50.00	\$650.00	\$313.54	\$4,076.02	\$99.40	\$1,292.20
12				\$1,348.00	\$6,740.00	\$1,500.00	\$7,500.00	\$1,791.20	\$8,956.00	\$616.00	\$3,080.00
13				\$450.00	\$900.00	\$2,600.00	\$5,200.00	\$5,626.00	\$5,626.00	\$814.00	\$1,628.00
14				\$6,840.00	\$6,840.00	\$13,000.00	\$13,000.00	\$5,626.00	\$5,626.00	\$8,629.60	\$8,629.60
15				\$6,635.00	\$6,635.00	\$2,800.00	\$2,800.00	\$5,626.00	\$5,626.00	\$4,197.76	\$4,197.76
16				\$8,954.00	\$8,954.00	\$9,000.00	\$9,000.00	\$10,350.00	\$10,350.00	\$7,701.12	\$7,701.12
Total =				\$226,899.93	\$227,290.00	\$231,446.78	\$236,645.26				

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 13-47

Columbia Park Restrooms

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

BC Construction
2204 Fairview Drive
Ceres, CA 95307

hereinafter called "Contractor" on this 10th day of December, 2013 (hereinafter called the "Agreement").

RECITALS

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

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

C On December 10, 2013, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: mobilization, remove existing improvements, clearing and grubbing, design-build restroom facility, earthwork, minor concrete, hot mix asphalt, aggregate base, sewer, water and electrical services and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical

requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

2. THE CONTRACT:

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

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

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

3. SCHEDULE:

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

4. EQUIPMENT & PERFORMANCE OF WORK:

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 13-47, "Columbia Park Restrooms ."**

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

5. CONTRACT PRICE:

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **Two Hundred Three Thousand Eight Hundred Twenty and 33/100ths Dollars (\$203,820.33)**. Said amount shall be paid in installments as hereinafter provided.

6. TIME FOR PERFORMANCE:

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Ninety (90)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

7. **RIGHTS OF CITY TO INCREASE WORKING DAYS:**

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

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:**

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

9. **LIQUIDATED DAMAGES:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **One Thousand Nine Hundred and no/100ths Dollars (\$1900.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. PERFORMANCE BY SURETIES:

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

11. DISPUTES PERTAINING TO PAYMENT FOR WORK:

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

12. PERMITS, COMPLIANCE WITH LAW:

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

13. SUPERINTENDENCE BY CONTRACTOR:

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

14. INSPECTION BY CITY:

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

15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:

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

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

16. CHANGE OF CONTRACT PRICE:

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

- (a) If the work performed is on the basis of unit prices contained in the contract documents, the change order will be determined in accordance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities", of the Caltrans Standard Specifications; or
- (b) If the work performed is not included on the engineers estimate associated with a unit price, the change order will be by a mutually agreed lump sum; or
- (c) If the change order is not determined as described in either 1.24.A.1 or 1.24.A.2, the change order will be determined on the basis of Force Account in accordance with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

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

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

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

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

17. CHANGE OF CONTRACT TIME:

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

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:

- a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or
- b. where the delay is caused by actions beyond the control of Contractor; or
- c. where the delay is caused by actions or failure to act by Engineer.

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

18. INSPECTION AND TESTING OF MATERIALS:

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

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

19. PERMITS AND CARE OF THE WORK:

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

20. OTHER CONTRACTS:

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

21. PAYMENTS TO CONTRACTOR:

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

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

22. CONTRACT SECURITY:

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

23. HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:

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

24. CONTRACTOR'S INSURANCE:

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 and CG 20 37 or their equivalent), to be approved by the City of Turlock.

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

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

(4) Insurance Service Office Form CP 00 20 with Causes of Loss – Special Form CP 10

30 covering Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.

(5) Surety bonds as described below.

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

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

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

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

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

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

(5) Builder's Risk: Completed value of the project with no coinsurance penalty provisions.

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) 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 (2) 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 policy shall contain, or be endorsed to contain, the following provisions:

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

Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

- (2) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects City and any insurance or self-insurance maintained by City shall be excess of Contractor's insurance and shall not contribute with it.
- (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under any of the required insurance coverages, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written notice of such action.
- (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (e) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- (h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Surety Bonds: Contractor shall provide a Performance Bond, and a Payment Bond.

25. PROOF OF CARRIAGE OF INSURANCE:

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

26. WAGES & HOURS OF EMPLOYMENT:

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

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

27. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS:

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

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

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

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

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

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

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

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

28. PROVISIONS CUMULATIVE:

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

29. TAXES:

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

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

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

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

30. NOTICES:

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

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

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

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

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

31. INTERPRETATION:

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

32. ANTITRUST CLAIMS:

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

33. USE OF CITY PROJECT NUMBER:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 17 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

Print Name

Address: _____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

Phaedra A. Norton, City Attorney

ATTEST:

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-47, "Columbia Park Restrooms ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

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Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 13-47, "Columbia Park Restrooms ,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

Dated this _____ day of _____, 20__.

(Principal)

By: X _____

By: X _____

(Surety)

By: X _____

By: X _____

Address: _____

(Zip)

Phone: _____

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2013-
\$29,707.35 FROM FUND 228 "COMMUNITY }
PARK IMPROVEMENT RESERVE" AND }
TRANSFERRING \$201,868 FROM }
ACCOUNT NUMBER 255-41-485.47210_006 }
TO ACCOUNT NUMBER 228-60-608.51270 }
"CONSTRUCTION PROJECT" FOR CITY }
PROJECT NO. 13-47, "COLUMBIA PARK }
RESTROOMS }

WHEREAS, Columbia Park is in need of additional restroom facilities as restrooms are only available to visitors of the Marty Yerby Center and the Columbia Park Pool; and

WHEREAS, the Parks, Recreation and Public Facilities Division currently provides portable restrooms to accommodate other visitors within the park; and

WHEREAS, the Parks, Recreation and Public Facilities Division would prefer a more permanent solution; and

WHEREAS, the total project cost inclusive of construction, engineering and contingency is estimated to be \$231,575.35; and

WHEREAS, the Fiscal Year 2013-14 budget includes \$201,868 in CDGB funds for the construction of the project; and

WHEREAS, \$29,707.35 in additional monies necessary to completely fund the project is available in the Community Park Improvement Reserve.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$29,707.35 from Fund 228 "Community Park Improvement Reserve" and transfer \$201,868 from account number 255-41-485.47210_006 to account number 228-60-608.51270 "Construction Project" for City Project No. 13-47, "Columbia Park Restrooms."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



Council Synopsis

55

December 10, 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. 2 (Final) in the decreased amount of (\$5,690.77) (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 15 - Elevators, bringing the contract total to \$238,587.23

Motion: Accepting improvements for City Project No. 0804B, "Turlock Public Safety Facility," Category 15 - Elevators, and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$260,900 to Kone, Inc. of West Sacramento, California for "Turlock Public Safety Facility," Category 15 – Elevators. Kone, Inc. is now finished with their work and are ready for Notice of Completion. This contract category had a contingency allowance of \$20,000, of which \$5,690.77 was not used.

Change Order History	Amount	City Council Meeting
Original Contract	\$260,900.00	2/1/11
Change Order No. 1	(\$16,622.00)	7/12/11
Change Order No. 2 (Final)	(\$5,690.77)	12/10/13
Adjusted Contract Total	\$238,587.23	

Description of change orders:

Change order No. 2 (Final) includes the following:

- 1) Return unsued portion of the Section 01200 contingency allowance to the City. (savings of \$5,690.77)

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 \$244,278.00 will be decreased in the amount of (\$5,679.77), bringing the total contract to \$238,587.23 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

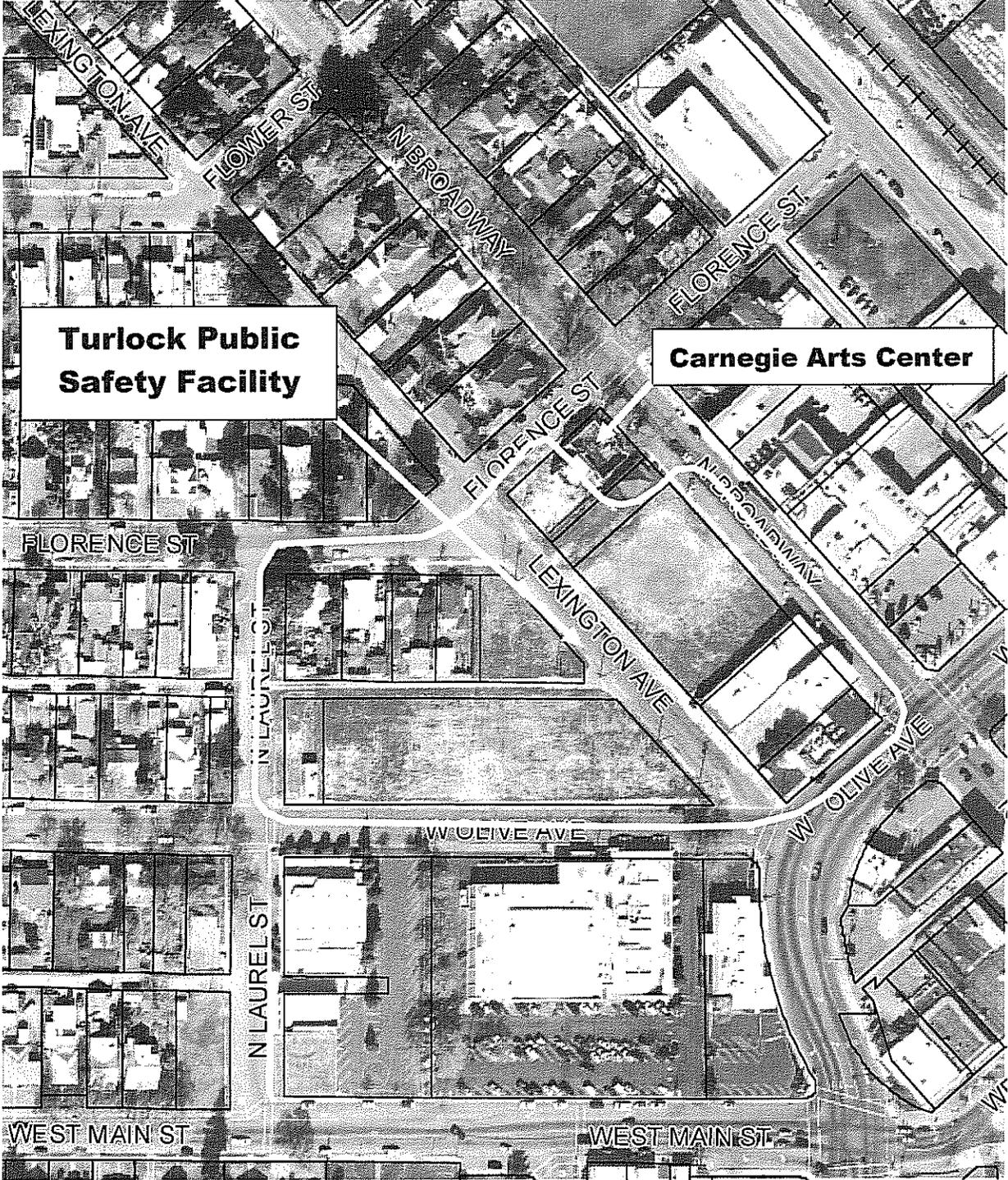
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Not approve Change Orders No. 2 (Final). This option is not recommended by City Staff since the Contractor's work is complete.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 0804B
TURLOCK PUBLIC SAFETY FACILITY
CATEGORY 15**

Notice is hereby given that work on the above-referenced project located on City property at 244 N. Broadway in the City of Turlock, was completed by the undersigned agency on December 10, 2013. The contractor of work was Kone, Inc., 960 Riverside Parkway, Suite 90, West Sacramento, CA 95605, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on December 11, 2013 at Turlock, California, Stanislaus County



Council Synopsis

5K

December 10, 2013

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

Prepared by: Nathan Bray, PE
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 0872, "Landscape Golden State Boulevard from Monte Vista Avenue to the South," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On November 13, 2012 Council awarded a contract in the amount of \$694,730 to Ross F Carroll, Inc. of Oakdale, California for City Project No. 0872, "Landscape Golden State Boulevard from Monte Vista Avenue to the South."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$694,730	11/13/12
Change Order No. 1	\$22,778.77	5/14/13
Change Order No. 2	(\$46,749.65)	10/8/13
Adjusted Contract Total	\$670,759.12	

This project has successfully fulfilled the landscape maintenance period and Staff has taken over the maintenance of the landscape and irrigation.

This project was completed in accordance with City standards, contract documents and in good workmanlike manner.

3. BASIS FOR RECOMMENDATION:

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

B) This project was completed in accordance with City standards, contract documents and in good workmanlike manner.

Strategic Plan Initiative D. Municipal Infrastructure

Goal(s): a. Identify avenue to address current deficiencies (grants):

iv) Streets/Roadways

Strategic Plan Initiative F. Intelligent, Planned, Managed Growth

Goal(s): b. Continue use of Specific and Master Plans

4. FISCAL IMPACT / BUDGET AMENDMENT:

Sufficient funds are available in the project budget in account number 215-40-420.51210 "Landscape Golden State Boulevard from Monte Vista Avenue to the South."

NOTE: No General Fund money was used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The project is exempt from a CEQA determination in accordance with Section 15304(b) "Minor Alterations to Land: New gardening or landscaping including the replacement of existing conventional landscaping with water efficient fire resistant landscaping."

In accordance with 23 CFR 771.117, and based on an examination of this project and supporting information, the State of California Department of Transportation has determined this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment or Environmental Impact Statement. This project is categorical exempt under Section 6004 of 23 CFR 771.117(c): activity (c)(7).

Authorizing the City Engineer does not alter the environmental determination for CEQA or NEPA as the changes do not alter the scope of the project.

7. ALTERNATIVES:

A). Not authorize the City Engineer to file the Notice of Completion. Staff does not recommend this alternative because a Notice of Completion is required to be filed in order to close out a public project.

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 0872
LANDSCAPE GOLDEN STATE BOULEVARD
FROM MONTE VISTA AVENUE TO SOUTH**

Notice is hereby given that work on the above-referenced project located on City property at Golden State Boulevard from Monte Vista Avenue to the South in the City of Turlock, was completed by the undersigned agency on December 10, 2013. The contractor of work was Ross F. Carroll, Inc., P O Box 1308, Oakdale, CA 95361, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

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

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

CITY OF TURLOCK

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

Executed on December 11, 2013 at Turlock, California, Stanislaus County



Council Synopsis

5L
December 10, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Capital Facility Fee Program report for Fiscal Year 2012-13

2. DISCUSSION OF ISSUE:

The CFF Annual Report for Fiscal Year 2012-2013 has been prepared as an annual requirement by the State of California in accordance with Section 66006 of the Government Code. The City of Turlock collects Capital Facilities Fees (CFF) on new development to fund infrastructure improvements that are necessary to accommodate new growth.

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

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

Attached for your review is the report detailing Fiscal Year 2012-13.

3. BASIS FOR RECOMMENDATION:

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

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

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



CAPITAL FACILITIES FEES ANNUAL REPORT

**Fiscal Year
2012-2013**

Prepared By:
Development Services Department
October 29, 2013

Introduction

This Capital Facilities Fees Annual Report for Fiscal Year 2012-2013 has been prepared as an annual requirement by the State of California in accordance with Section 66006 of the Government Code. The City of Turlock collects Capital Facilities Fees (CFF) on new development to fund infrastructure improvements that are necessary to accommodate new growth.

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

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

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

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

Table 1 “Combining Statement of Revenues, Expenditures, and Changes in Fund Balances” outlines the beginning and ending balance of each fund for Fiscal Year 2012-2013. Detailed expenditures are shown under each fund description. Furthermore, since this is a pay-as-you-go program, the City must accrue enough revenue to construct a project. This results in an “accumulation” of fund balances. The accumulation occurs until enough revenue is generated to construct a project.

**Table 1 - CAPITAL FACILITY FUNDS COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE Year ended June 30, 2013**

	Fund 440 Roadways	Fund 441 Police	Fund 442/460 General Gov't	Fund 443 Fire	Fund 444 Contingency Reserve
Beginning Balance 7/1/12	\$ 2,705,554.71	\$ 4,993,194.21	\$ 4,922,157.35	\$ 1,395,794.93	\$ 186,474.55
Revenue 12/13	457,434.02	160,192.19	191,892.95	66,591.89	0.00
Interest Earned	6,597.52	12,176.85	11,996.78	3,404.38	457.15
Loan Proceeds	0.00	1,286.62	3,972	0.00	0.00
Grant Proceeds	0.00	4,307.88	0.00	0.00	
Expenditures 12/13	173,463.17	11,221,677.63	177,789.61	0.00	51,766.59
Refunds 12/13	0.00	0.00	0.00	0.00	0.00
Transfer In	0.00	7,049,066.07	15,800	0.00	0.00
Transfer Out	487,463.00	0.00	70,000	0.00	0.00
Ending Balance 6/30/13	\$ 2,508,660	\$ 998,546.19	\$ 4,898,029.47	\$ 1,465,791.20	\$ 135,165.11

Refunds

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

Table 2 - 2012-2013 Capital Facilities Fees Payment Refunds

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

Revenues

Table 3 “Five Year Revenue History of CFF Funds” illustrates the revenue over a five year period. These funds are based on new development and have suffered through the recession. In FY 2011/12 we saw revenues increase after many years of declining revenue. However, in FY 2012/13, we saw our lowest revenue totals in the last five years. This can be attributed to a reduction in the number of new homes constructed during the year. The highest revenue year for all funds was in fiscal year 2011/12 and thus far, the lowest has been in fiscal year 2012/13.

Table 3 - Capital Facilities Fees - Revenue (Fiscal Years 2008-2009 through 2012-2013)

Fund	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	FY 2012/13
Fund 440 Roadways	\$625,010.29	\$597,176.75	\$283,369.27	\$513,936.55	\$457,434.02
Fund 441 Police	\$206,551.42	\$174,802.29	\$100,200.93	\$295,733.17	\$160,192.19
Fund 442/460 General Gov't	\$238,584.16	\$203,723.72	\$121,548.99	\$337,108.41	\$191,892.95
Fund 443 Fire	\$83,341.63	\$72,474.69	\$427,167.83	\$122,804.65	\$66,591.89
Fund 444 Contingency Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue All Funds	\$1,153,487.50	\$1,048,177.45	\$932,287.02	\$1,269,582.78	\$876,111.05

CFF Expenditures & Transfers

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

The Funds are defined as follows:

Fund 440 - Roadways Capital Facilities Fee Fund

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

Fund 441 - Police Capital Facilities Fee Fund

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

Fund 442 – General Government Capital Facilities Fee Fund

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

Fund 443 - Fire Capital Facilities Fee Fund

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

Fund 460 - Capital Facilities Fee Administration Fund

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

Fund 444 – Contingency Reserve Facilities Fee Administration Fund

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

Table 4 “2012-2013 Expenses by Fund” outlines all CFF expenses by fund.

Fund	Project	Expenditure
Fund 440 Roadways	Bank Charges	\$169.46
	Transfer out to Fund 215 for Median Construction Monte Vista to Roberts	\$75,974.00
	Transfer out to Fund 215 for Median Construction Christoffersen to Roberts	\$63,805.00
	Transfer out to Fund 215 for Median Construction Monte Vista to 1700' South	\$202,991.00
	Transfer out to Fund 215 for Main and Washington Signal	\$44,693.00
	Transfer out to Fund 215 for Fulkerth Median at Tully	\$100,000.00
	Hwy 99 at Fulkerth Interchange	\$173,463.17
	Total	\$661,095.63
Fund 441 Police	Bank Charges	\$313.50
	Public Safety Facility	\$11,221,677.63
	Total	\$11,221,991.13
Fund 442/460 General Gov't	Bank Charges	\$308.42
	General Plan Update	\$177,789.61
	Administrative Costs Fund 110 and 502	\$70,000.00
	Total	\$247,789.61
Fund 443 Fire	Bank Charges	\$88.12
	Total	\$88.12
Fund 444 Contingency Reserve	Bank Charges	\$11.86
	Morgan Ranch Master Plan	\$51,766.59
	Total	\$51,778.45

Current Fees

CAPITAL FACILITY DEVELOPMENT FEES

Transportation, Police, General Government, & Fire

(Vested Rights After May 10th, 2004 or Vested Rights expired Before May 10th, 2004)

Dates Effective	From	1-Oct-13	To	31-Dec-13
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CAPITAL FACILITY DEVELOPMENT FEES							
Land Use	Authority	Basis	Original		Current		When Due
			Charge	ENR Index	ENR Index	Charge	
Low Density Residential	Res. 04-047	Per Unit					
Southeast Quadrant			\$7,200.00	615.36	820.85	\$9,604.33	Building Permit
Southwest Quadrant			\$7,830.00	615.36	820.85	\$10,444.71	Building Permit
Northeast Quadrant			\$7,473.00	615.36	820.85	\$9,968.49	Building Permit
Northwest Quadrant			\$7,993.00	615.36	820.85	\$10,662.14	Building Permit
NWTSP Quadrant			\$6,983.00	615.36	820.85	\$9,314.87	Building Permit

Medium Density Residential	Res. 04-047	Per Unit				
Southeast Quadrant		615.36	\$5,481.00	820.85	\$7,311.30	Building Permit
Southwest Quadrant		615.36	\$5,871.71	820.85	\$7,832.48	Building Permit
Northeast Quadrant		615.36	\$5,650.31	820.85	\$7,537.14	Building Permit
Northwest Quadrant		615.36	\$5,972.80	820.85	\$7,967.32	Building Permit
NWTSP Quadrant		615.36	\$5,346.42	820.85	\$7,131.77	Building Permit
High Density Residential	Res. 04-047	Per Unit				
Southeast Quadrant		615.36	\$5,210.99	820.85	\$6,951.12	Building Permit
Southwest Quadrant		615.36	\$5,601.70	820.85	\$7,472.30	Building Permit
Northeast Quadrant		615.36	\$5,380.30	820.85	\$7,176.97	Building Permit
Northwest Quadrant		615.36	\$5,702.79	820.85	\$7,607.15	Building Permit
NWTSP Quadrant		615.36	\$5,076.41	820.85	\$6,771.60	Building Permit
Non Residential	Res. 04-047	Per 1,000 sqft [1], [2]				
Southeast Quadrant		615.36	\$5,669.82	820.85	\$7,563.17	Building Permit
Southwest Quadrant		615.36	\$6,929.82	820.85	\$9,243.93	Building Permit
Northeast Quadrant		615.36	\$6,215.82	820.85	\$8,291.50	Building Permit
Northwest Quadrant		615.36	\$7,255.82	820.85	\$9,678.79	Building Permit
NWTSP Quadrant		615.36	\$5,235.82	820.85	\$6,984.24	Building Permit

This fee is to pay for the construction of Public Facilities and to purchase capital items to allow for the city services to stay at the existing standards due to growth.

[1] Special Use Rates apply to some Non-Residential Development as Follows:

FOR TRANSPORTATION ONLY	FOR Police, Gen. Government, & Fire
EDU Quantities	Land Use
EDU Quantities	EDU Quantities

Fast Food	12.00	EDUs/1,000 sqft	Office	0.28	EDUs/1,000 sqft
Super Market (Free Standing)	8.00	EDUs/1,000 sqft	Retail/Service	0.17	EDUs/1,000 sqft
Bank/Savings & Loan	6.00	EDUs/1,000 sqft	Industrial	0.08	EDUs/1,000 sqft
Gas Station	5.00	EDUs/1,000 sqft			
High Turnover Restaurant	5.00	EDUs/1,000 sqft			
Day Care	5.00	EDUs/1,000 sqft			
Church	2.91	EDUs/1,000 sqft			
General Retail	2.00	EDUs/1,000 sqft			
Health Club	1.33	EDUs/1,000 sqft			
Automobile Care Center	1.02	EDUs/1,000 sqft			
Business Park	0.50	EDUs/1,000 sqft			
Manufacturing	0.24	EDUs/1,000 sqft			
Mini-Storage	0.20	EDUs/1,000 sqft			
Warehousing	0.19	EDUs/1,000 sqft			

[2] Non-Residential EDU factor assumes Retail/Service, EDU Factor will depend on actual land use.

Summary

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



Council Synopsis

5M

December 10, 2013

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$152,532 to account number 228-60-606.47060 "Prior Year Reimbursements" to be funded by an interfund loan from account number 228-60-606.48001_192 "Transfer Out NP 23 Colorado Park Improvement Loan" from the NP 23 Colorado Park Land Reserve to account number 228-60-606.38001_192 "Transfer In NP 23 Colorado Park Improvement Loan" to NP 23 Colorado Park Improvements of \$112,216 and the balance of \$40,315 from Fund 228 NP 23 Colorado Park Improvements Reserve Balance for reimbursement of the Harold Markley Park Play area equipment and improvements that were funded by JKB Homes, Corp., per the agreement dated December 14, 2004 between JKB Homes, Corp. and the City of Turlock

2. DISCUSSION OF ISSUE:

In 2004, JKB Homes approached the City of Turlock about advancing funds necessary for the construction and materials needed to provide a functioning playground at Harold Markley Park located at the SE corner of Monte Vista Avenue and Berkeley Avenue. On December 14, 2004, the City Council approved the agreement and JKB Homes advanced \$89,168.70 in funding to the City of Turlock for the construction of all concrete retaining walls and flat work necessary to accommodate playground equipment and \$83,200.00 for the purchase and installation of playground equipment and soft-fall material. All work was completed by the City of Turlock in 2005.

The agreement called for the City of Turlock to reimburse JKB Homes through fee credits on JKB Homes building permits and with neighborhood park funds collected from building permits from other developers that are within the Colorado Park sphere.

As of this date, the City still owes JKB Homes \$152,531.69 and this amount is increasing quarterly as the agreement dictated that the balance owed shall be tied to the Engineering News Record (ENR) index. The City currently has only \$40,315.20 in the Colorado Park Improvement fund and it is recommended that the city loan funds from the Colorado Neighborhood Park Land account to the Colorado Neighborhood Park Improvement account in order to fully reimburse JKB Homes. This will save the City money as no additional interest will be paid to JKB Homes. Reimbursement will be paid from the Colorado Park Improvement fund to the Colorado Land fund as funds are collected on each residential building permit in the NE Turlock Master Plan area.

3. BASIS FOR RECOMMENDATION:

A) All appropriations must be approved by the City Council

Strategic Plan Initiative: F. Intelligent, Planned and Managed Growth

Goal(s): 1(a) Ensure all growth adds value to the current and future community
1(b) Continue Use of Master and Specific Plans

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

The action would transfer money from the park land and improvements fund reserves to facilitate reimbursement costs associated with the installation of Harold Markley Park improvements.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Not approve the appropriation of funds. This is not recommended as the City is obligated to reimburse the developers and further delay will only add to the interest paid by the City to JKB Homes.

CITY OF TURLOCK FILE



**AGREEMENT
between
THE CITY OF TURLOCK
and
JKB HOMES, CORP.
for installation of play equipment at Harold Markley Park**

THIS AGREEMENT is entered into this 14th day of December, 2004, by and between **JKB HOMES, CORP.** (hereinafter "Developer") and the **CITY OF TURLOCK** (hereinafter "City").

WHEREAS, Harold Markley Park, located at Monte Vista Avenue and North Berkeley Avenue (hereinafter "Park"), does not have play park equipment installed; and

WHEREAS, Developer is offering to provide funding to construct certain facilities and pay for the acquisition of play park equipment in exchange for a City commitment to reimburse Developer from subsequently collected park fees.

NOW, THEREFORE, the parties agree:

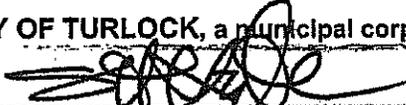
1. City will design and solicit bids, at City expense, for all work associated with the installation of a lighted play park at the Park.
2. City will select the site for the play park and remove or alter all the existing landscaping and irrigation system.
3. Developer shall pay \$83,200.00 to City for the purchase of play park equipment.
4. Developer shall pay the construction bid amount plus 15% for actual construction, contingency, engineering and inspection costs.
5. City will, upon receipt of payment from the Developer for the construction bid price plus 15%, award a contract to the lowest responsible bidder. City shall be responsible for the project management and inspection of this construction work.
6. City will, upon receipt of payment from Developer, purchase all necessary and appropriate play park equipment. City shall be responsible for installation of this play park equipment.

7. City shall reimburse Developer for all sums paid by the Developer for the construction work, contingency, engineering and inspection costs for the play park structure and play equipment. Reimbursements shall be tied to the current Engineering News Record (647.35) and shall be adjusted quarterly. Reimbursements shall be paid from park improvement funds allocated to the Park. Developer's reimbursement priority shall only be subordinate to that of Harold Markley, whom is currently set to receive reimbursement for the parkland dedication.

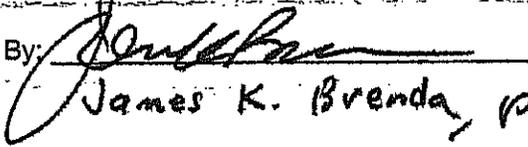
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF TURLOCK, a municipal corporation

JKB HOMES, CORP.

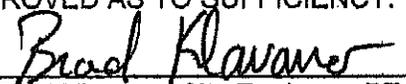
By: 

Steven H. Kyte, City Manager

By: 

James K. Brenda, president

APPROVED AS TO SUFFICIENCY:

By: 

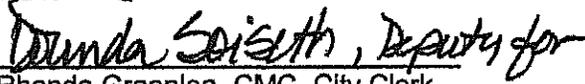
Brad Klavano, City Engineer, PE PLS

APPROVED AS TO FORM:

By: 

Richard C. Burton, City Attorney

ATTEST:

By: 

Rhonda Greenlee, CMC, City Clerk

JKB and City Agreement
December 2004
Harold Markly Park Play Equipment and Improvements

Agreement Amount \$ 172,368.70
Base ENR 647.35

Subdivision	Lot #	Permit Number	Address	Credit Received	Date	ENR Adjustment	Balance Due
					12/14/2004	647.35	\$ 172,368.70
					1/1/2005	650.09	\$ 173,098.27
					4/1/2005	649.99	\$ 173,071.65
					7/1/2005	654.35	\$ 174,232.58
Legends North #1	6	05-1299	3705 Hobby Ct.	\$751.61			\$ 173,480.97
Legends North #1	7	05-1300	3685 Hobby Ct.	\$751.61			\$ 172,729.36
Legends North #1	11	05-1301	3704 Hobby Ct.	\$751.61			\$ 171,977.75
Legends North #1	14	05-1302	1752 Chandler Dr.	\$751.61			\$ 171,226.14
Legends North #1	10	05-1328	3684 Hobby Ct.	\$751.61			\$ 170,474.53
Legends North #1	13	05-1329	1712 Chandler Dr.	\$751.61			\$ 169,722.92
Legends North #1	8	05-1588	3655 Hobby Ct.	\$751.61			\$ 168,971.31
Legends North #1	2	05-1738	3730 N. Berkeley Ave.	\$751.61			\$ 168,219.70
Legends North #1	5	05-1739	3755 Hobby Ct.	\$751.61			\$ 167,468.09
Legends North #1	12	05-1741	3754 Hobby Ct.	\$751.61			\$ 166,716.48
					10/1/2005	653.02	\$ 166,377.62
Legends North #1	15	05-2161	3703 Brookstone Dr.	\$751.61			\$ 165,626.01
Legends North #1	18	05-2162	3700 Brookstone Dr.	\$751.61			\$ 164,874.40
Legends North #1	21	05-2164	3701 Wellington Ln.	\$751.61			\$ 164,122.79
Legends North #1	3	05-2354	3700 N. Berkeley Ave.	\$751.61			\$ 163,371.18
					1/1/2006	668.58	\$ 167,263.95
Legends North #1	19	06-0056	3750 Brookstone Dr.	\$765.78			\$ 166,498.17
Legends North #2	58	06-0087	4360 North Berkeley Ave	\$765.78			\$ 165,732.39
Legends North #2	59	06-0088	4390 North Berkeley Ave	\$765.78			\$ 164,966.61
Legends North #2	112	06-0089	4590 North Berkeley Ave	\$765.78			\$ 164,200.83
Legends North #2	114	06-0090	4530 North Berkeley Ave	\$765.78			\$ 163,435.05
Legends North #2	116	06-0091	4470 North Berkeley Ave	\$765.78			\$ 162,669.27
Legends North #2	113	06-0125	4560 North Berkeley Ave	\$765.78			\$ 161,903.49
Legends North #2	60	06-0127	4400 North Berkeley Ave	\$765.78			\$ 161,137.71
Legends North #2	118	06-0128	4410 North Berkeley Ave	\$765.78			\$ 160,371.93
Legends North #1	9	06-0320	3654 Hobby Ct.	\$765.78			\$ 159,606.15
					4/1/2006	667.16	\$ 159,267.16
Legends North #1	16	06-0637	3653 Brookstone Dr.	\$765.78			\$ 158,501.38
Legends North #1	4	06-0684	1612 Chandler Dr.	\$765.78			\$ 157,735.60
Legends North #1	22	06-0726	3651 Wellington Ln.	\$765.78			\$ 156,969.82
Legends North #1	20	06-0727	3751 Wellington Ln.	\$765.78			\$ 156,204.04
Legends North #1	17	06-0728	3650 Brookstone Dr.	\$765.78			\$ 155,438.26
					7/1/2006	666.87	\$ 155,370.69
Legends North #2	87	06-1010	4482 Prairie Falcon Way	\$767.12			\$ 154,603.57
Legends North #2	81	06-1011	4453 Tapestry Way	\$767.12			\$ 153,836.45
Legends North #2	80	06-1012	4403 Tapestry Way	\$767.12			\$ 153,069.33
Legends North #2	86	06-1013	4502 Prairie Falcon Way	\$767.12			\$ 152,302.21
Legends North #2	69	06-1014	1782 Moonbeam Way	\$767.12			\$ 151,535.09
Legends North #2	83	06-1015	4553 Tapestry Way	\$767.12			\$ 150,767.97
Legends North #2	85	06-1016	4532 Prairie Falcon Way	\$767.12			\$ 150,000.85
Legends North #2	84	06-1017	4552 Prairie Falcon Way	\$767.12			\$ 149,233.73
Legends North #2	82	06-1205	4503 Tapestry Way	\$767.12			\$ 148,466.61
Legends North #2	89	06-1285	4402 Prairie Falcon Way	\$767.12			\$ 147,699.49
Legends North #2	61	06-1518	1632 Moonbeam Way	\$767.12			\$ 146,932.37
Legends North #2	62	06-1519	1652 Moonbeam Way	\$767.12			\$ 146,165.25
Legends North #2	63	06-1520	1672 Moonbeam Way	\$767.12			\$ 145,398.13
Legends North #2	104	06-1521	4407 Falcon Crest Way	\$767.12			\$ 144,631.01
Legends North #2	105	06-1522	4437 Falcon Crest Way	\$767.12			\$ 143,863.89
Legends North #2	106	06-1523	4467 Falcon Crest Way	\$767.12			\$ 143,096.77
					10/1/2006	668.90	\$ 143,532.37
Legends North #2	67	08-1599	1742 Moonbeam Way	\$769.45			\$ 142,762.92
Legends North #1	1	06-1620	3750 N. Berkeley Ave.	\$769.45			\$ 141,993.47

Legends North #2	68	06-1770	1762 Moonbeam Way	\$769.45			\$ 141,224.02
Legends North #2	76	06-1823	4550 Tapestry Way	\$769.45			\$ 140,454.57
Legends North #2	77	06-1824	4500 Tapestry Way	\$769.45			\$ 139,685.12
Legends North #2	79	06-1825	4400 Tapestry Way	\$769.45			\$ 138,915.67
Legends North #2	111	06-1828	4587 Falcon Crest Way	\$769.45			\$ 138,146.22
Legends North #2	78	06-1859	4450 Tapestry Way	\$769.45			\$ 137,376.77
					1/1/2007	719.64	\$ 147,797.60
Legends North #2	88	07-0052	4442 Prairie Falcon Way	\$827.82			\$ 146,969.78
Legends North #2	70	07-0167	1842 Moonbeam Way	\$827.82			\$ 146,141.96
					4/1/2007	719.17	\$ 146,046.52
Legends North #2	75	07-0431	4551 Country Walk Lane	\$827.28			\$ 145,219.24
Legends North #2	72	07-0622	4401 Country Walk Lane	\$827.28			\$ 144,391.96
Legends North #2	91	07-0750	4445 Prairie Falcon Way	\$827.28			\$ 143,564.68
Legends North #2	93	07-0751	4505 Prairie Falcon Way	\$827.28			\$ 142,737.40
Legends North #2	92	07-0752	4485 Prairie Falcon Way	\$827.28			\$ 141,910.12
Legends North #2	94	07-0753	4535 Prairie Falcon Way	\$827.28			\$ 141,082.84
					7/1/2007	716.07	\$ 140,474.70
Legends North #2	74	07-0939	4501 Country Walk Lane	\$823.71			\$ 139,650.99
Legends North #2	73	07-1104	4451 Country Walk Lane	\$823.71			\$ 138,827.28
Legends North #2	90	07-1260	4405 Prairie Falcon Way	\$823.71			\$ 138,003.57
					10/1/2007	717.26	\$ 138,232.91
Legends North #2	117	07-1560	4440 North Berkeley Ave	\$825.08			\$ 137,407.83
Legends North #2	115	07-1561	4500 North Berkeley Ave	\$825.08			\$ 136,582.75
Legends North #2	107	07-1585	4477 Falcon Crest Way	\$825.08			\$ 135,757.67
Legends North #2	108	07-1586	4527 Falcon Crest Way	\$825.08			\$ 134,932.59
Legends North #2	102	07-1612	4434 Falcon Crest Way	\$825.08			\$ 134,107.51
Legends North #2	110	07-1702	4557 Falcon Crest Way	\$825.08			\$ 133,282.43
					1/1/2008	721.48	\$ 134,066.60
					4/1/2008	722.93	\$ 134,336.04
					7/1/2008	728.16	\$ 135,307.88
					10/1/2008	738.29	\$ 137,190.26
					1/1/2009	772.82	\$ 143,606.68
					4/1/2009	770.92	\$ 143,253.62
					7/1/2009	769.18	\$ 142,930.29
					10/1/2009	768.25	\$ 142,757.47
					1/1/2010	768.11	\$ 142,731.46
					4/1/2010	768.58	\$ 142,818.80
					7/1/2010	782.37	\$ 145,381.28
					10/1/2010	781.25	\$ 145,173.16
					1/1/2011	799.56	\$ 148,575.55
					4/1/2011	801.99	\$ 149,027.10
					7/1/2011	804.18	\$ 149,434.05
					10/1/2011	805.29	\$ 149,640.31
					1/1/2012	806.24	\$ 149,816.84
					4/1/2012	819.26	\$ 152,236.24
					7/1/2012	820.21	\$ 152,412.77
					10/1/2012	818.85	\$ 152,160.05
					1/1/2013	818.12	\$ 152,024.40
					4/1/2013	819.15	\$ 152,215.80
					7/1/2013	820.79	\$ 152,520.54
					10/1/2013	820.85	\$ 152,531.69
Legends North #2	71	Permit Voided	1882 Moonbeam Way	N/A			
Legends North #2	64	Permit Voided	1692 Moonbeam Way	N/A			
Legends North #2	65	No Permit	1702 Moonbeam Way	N/A			
Legends North #2	66	No Permit	1722 Moonbeam Way	N/A			
Legends North #2	97	No Permit	4554 Falcon Crest Way	N/A			
Legends North #2	98	No Permit	4534 Falcon Crest Way	N/A			
Legends North #2	99	No Permit	4504 Falcon Crest Way	N/A			
Legends North #2	100	No Permit	4474 Falcon Crest Way	N/A			
Legends North #2	101	No Permit	4464 Falcon Crest Way	N/A			
Legends North #2	103	No Permit	4404 Falcon Crest Way	N/A			
Legends North #2	109	Permit Voided	4537 Falcon Crest Way	N/A			

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2013-
\$152,532 TO ACCOUNT NUMBER }
228-60-606.47060 "PRIOR YEAR }
REIMBURSEMENTS" TO BE FUNDED BY }
AN INTERFUND LOAN FROM ACCOUNT }
NUMBER 228-60-606.48001_192 }
"TRANSFER OUT NP 23 COLORADO PARK }
IMPROVEMENT LOAN" FROM THE NP }
23 COLORADO PARK LAND RESERVE TO }
ACCOUNT NUMBER 228-60-606.38001_192 }
"TRANSFER IN NP 23 COLORADO PARK }
IMPROVEMENT LOAN" TO NP 23 }
COLORADO PARK IMPROVEMENTS OF }
\$112,216 AND THE BALANCE OF }
\$40,315 FROM FUND 228 NP 23 }
COLORADO PARK IMPROVEMENTS }
RESERVE BALANCE FOR REIMBURSEMENT }
OF THE HAROLD MARKLEY PARK PLAY }
AREA EQUIPMENT AND IMPROVEMENTS }
THAT WERE FUNDED BY JKB HOMES, }
CORP., PER THE AGREEMENT DATED }
DECEMBER 14, 2004 BETWEEN JKB }
HOMES, CORP. AND THE CITY OF }
TURLOCK }

WHEREAS, in 2004, JKB Homes approached the City of Turlock about advancing funds necessary for the construction and materials needed to provide a functioning playground at Harold Markley Park located at the SE corner of Monte Vista Avenue and Berkeley Avenue; and

WHEREAS, on December 14, 2004, the City Council approved the agreement and JKB Homes advance \$89,168.70 in funding to the City of Turlock for the construction of all concrete retaining walls and flat work necessary to accommodate playground equipment and \$83,200.00 for the purchase and installation of playground equipment and soft-fall material; and

WHEREAS, the agreement calls for the City of Turlock to reimburse JKB Homes through fee credits on JKB Homes building permits and with neighborhood park funds collected from building permits from other developers that are within the Colorado Park sphere; and

WHEREAS, as of this date, the City still owes JKB Homes \$152,531.69 and this amount is increasing quarterly as the agreement dictated that the balance owed shall be tied to the Engineering News Record (ENR) index; and

WHEREAS, the Colorado Neighborhood Park Land account has sufficient funds to loan the Colorado Neighborhood Park Improvement fund in order to fully reimburse JKB Homes.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$152,532 to account number 228-60-606.47060 "Prior Year Reimbursements" to be funded by an interfund loan from account number 228-60-606.48001_192 "Transfer Out NP 23 Colorado Park Improvement Loan" from the NP 23 Colorado Park Land Reserve to account number 228-60-606.38001_192 "Transfer In NP 23 Colorado Park Improvement Loan" to NP 23 Colorado Park Improvements of \$112,216 and the balance of \$40,315 from Fund 228 NP 23 Colorado Park Improvements Reserve Balance for reimbursement of the Harold Markley Park Play area equipment and improvements that were funded by JKB Homes, Corp., per the agreement dated December 14, 2004 between JKB Homes, Corp. and the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



Council Synopsis

December 10, 2013

5N

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:

Resolution: Declaring the intention to vacate that certain section of alley south of 855 N. Olive, more particularly described as Stanislaus County Assessor's Parcel No. 042-024-051

2. DISCUSSION OF ISSUE:

This abandonment is a section of alley that is no longer needed for access nor utilities. This alley was previously not abandoned as it was outside the city limits. This portion of alley was later annexed into the City. The excess right of way will be abandoned to the adjacent property owner to the north and south of the alley.

3. BASIS FOR RECOMMENDATION:

A) Per the Municipal Code and the Streets and Highway Code, the City Council must approve all abandoning of public right-of-way.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

CEQA §15303 Categorically Exempt

7. ALTERNATIVES:

A). Reject abandonment request. Staff does not recommend this alternative due to the fact that we feel this right-of-way is in excess and will not affect the public in any way.

EXHIBIT 1

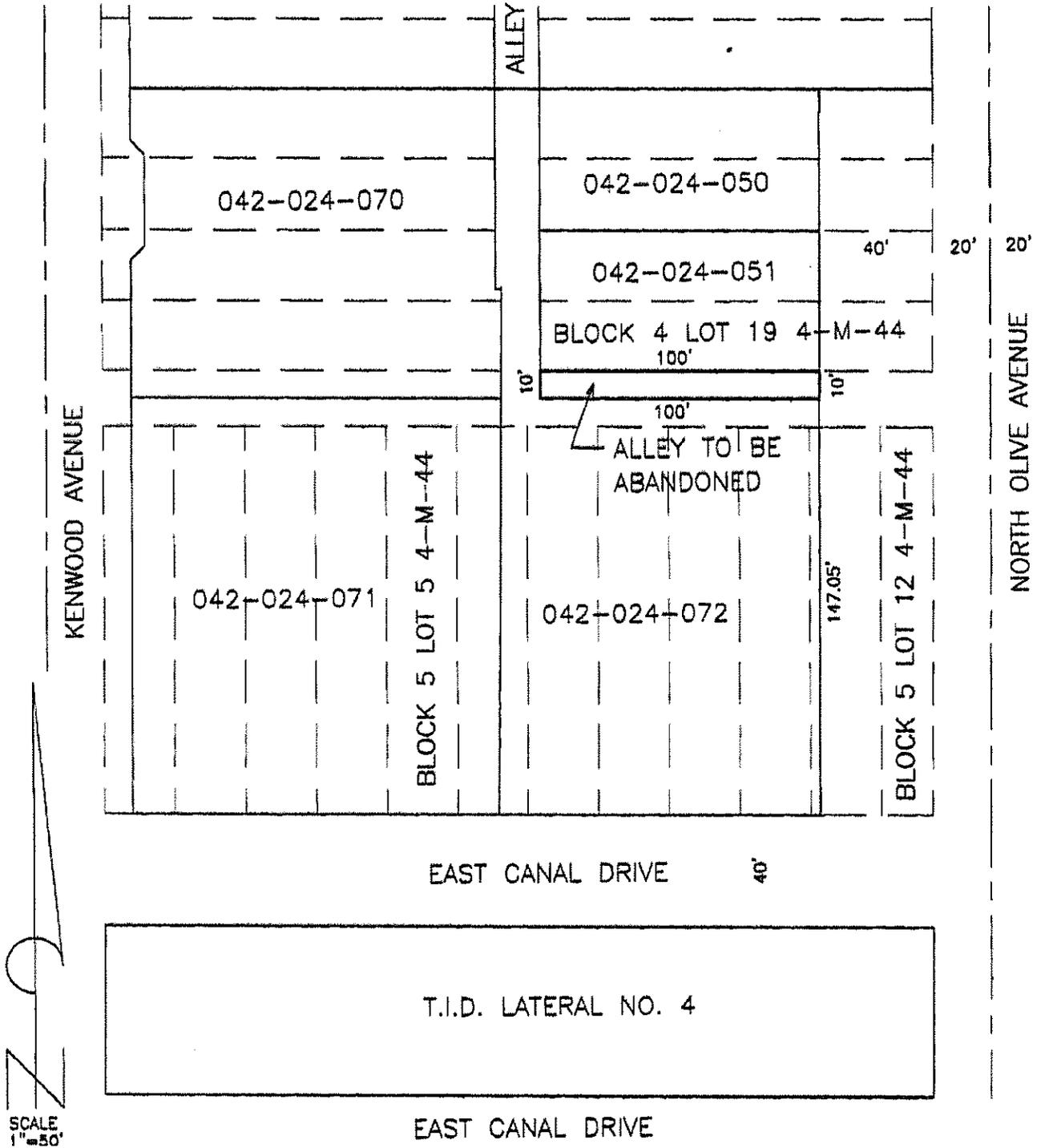


EXHIBIT 2
FOR ALLEY ABANDONMENT
855 N. OLIVE (AB 13-02)



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DECLARING THE }
INTENTION TO VACATE THAT CERTAIN }
SECTION OF ALLEY SOUTH OF 855 N. }
OLIVE, MORE PARTICULARLY }
DESCRIBED AS STANISLAUS COUNTY }
ASSESSOR'S PARCEL NO. 042-024-051 }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the City Council of the City of Turlock hereby elects to proceed under the Streets and Highway Code §8300; and

WHEREAS, the City Council of the City of Turlock hereby declares its intention to vacate that certain section of alley south of and adjacent to 855 N. Olive (AB 13-02), more particularly described as Stanislaus County Assessor's Parcel No. 042-024-051; and

WHEREAS, on January 14, at the hour of 6:00 p.m. or as soon thereafter as the matter may be heard, at the City Council Meeting held in the Yosemite Community Room on the 2nd floor of City Hall, 156 S. Broadway, Turlock, California, is hereby set as the date, time and place for all persons interested, for or objecting to said vacation to be heard, which said date is not less than 15 days from the passage of this resolution; and

WHEREAS, the City Engineer is hereby directed to have notices posted along the line of the street proposed to be vacated at least 10 days before the date set for a public hearing. Said notices shall not be spaced more than 300 feet apart and shall be posted in no less than 3 locations within the proposed vacation. Each posted notice shall state the passage of the Intent to Vacate resolution and the date, time and place of the public hearing.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby declare the intention to vacate that certain section of alley south of 855 N. Olive, more particularly described as Stanislaus County Assessor's Parcel No. 042-024-051.

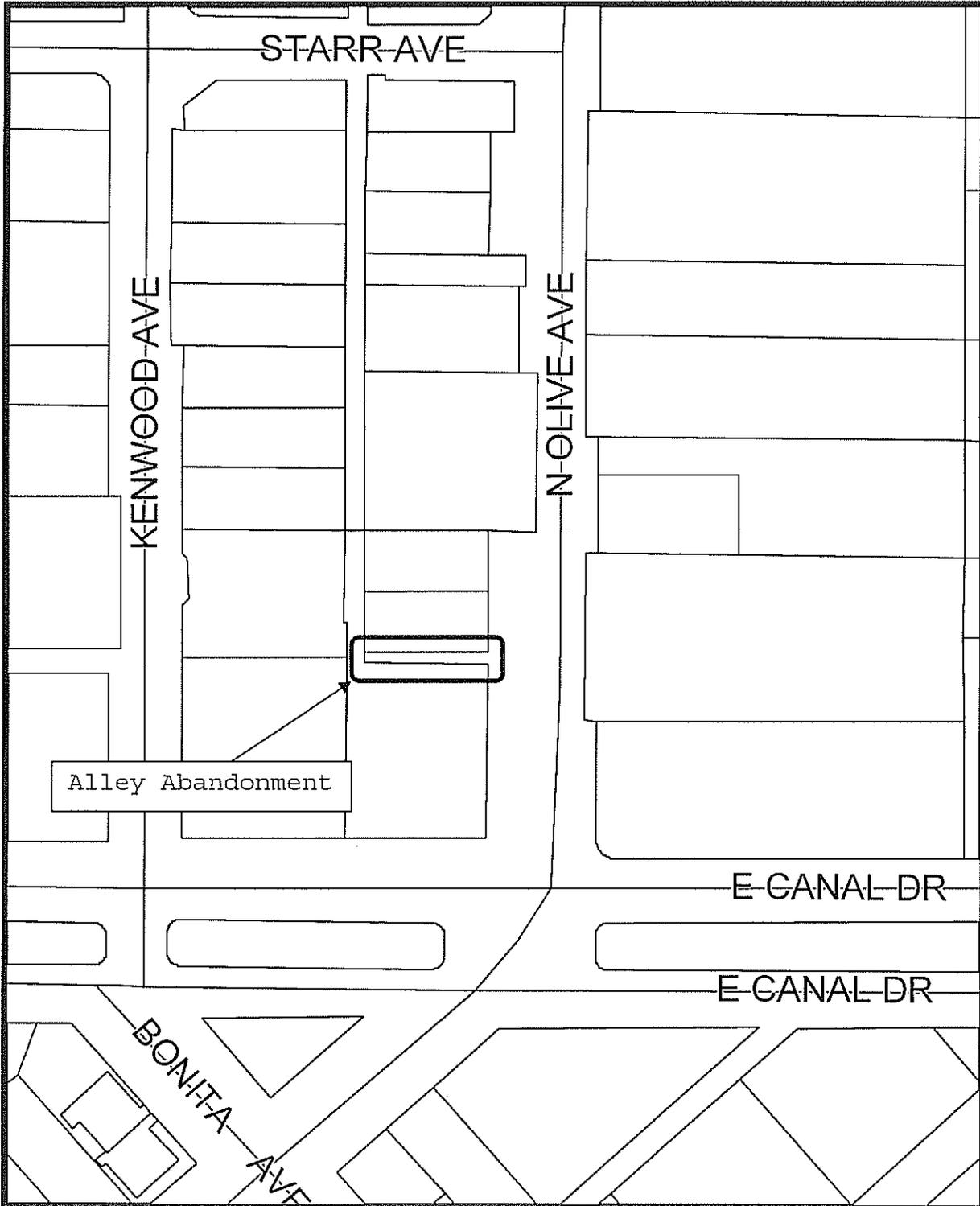
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

SITE MAP
FOR
855 N. OLIVE (AB 13-02)





Council Synopsis

50

December 10, 2013

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

Prepared by: Debbie Whitmore, Deputy Director of Development Services/
Planning

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating additional Proposition 84 Grant revenues and expenses to revenue account number 110-40-400.34400 "Proposition 84 Fiscal Tool Grant" and expenditure account number 110-40-400.43055_004 "Consultant Proposition 84 Fiscal Tool Grant" in the amount of \$4,726 in Fiscal Year 2013-14

Motion: Approving Amendment No. 4 to extend the term of the Professional Services Agreement between the City of Turlock and AECOM Technical Services, Inc., from October 30, 2013 to June 30, 2014, adding additional scope of work, and approving an additional \$4,726 to the contract to develop a Countywide Financial Model for the ten (10) jurisdictions in Stanislaus County and the financial evaluation of the Turlock General Plan Update scenarios

2. DISCUSSION OF ISSUE:

Since the enactment of AB 32 and SB 375, the City of Turlock has been working with StanCOG, the other eight cities in Stanislaus County, and Stanislaus County on several countywide planning efforts designed to address these new requirements. These laws were enacted to reduce greenhouse gas emissions from both stationary and mobile emissions sources and have placed an unfunded mandate on local agencies to analyze and mitigate greenhouse gas emissions for development projects, master plans and general plans as well as reduce emissions from a wide range of stationary and mobile sources

Both State and federal agencies have funding available to address these new requirements.

- **Federal Sustainable Communities Regional Planning Grant Program:** Several federal agencies (the Department of Transportation, the Environmental Protection Agency, and the Housing and Urban Development Department) have collaborated to make funds available to support sustainable planning and development.

- **State Sustainable Communities Planning Grant and Incentives Program:** The Strategic Growth Council is responsible for allocating funds for the Sustainable Communities Planning Grant and Incentive Program funded by Proposition 84.

In August 2010, the City Council directed staff to participate in both grant application efforts. Both applications were successful. Under the State Proposition 84 grant, the cities and County of Stanislaus would develop planning tools, one by each participating agency, that would not only meet the need of that jurisdiction, but could also apply in other jurisdictions.

The tool proposed by the City of Turlock is the application of a financial tool, developed for the Sacramento Area Council of Governments by AECOM Technical Services, Inc. The model is called IMPACS and is an Excel spreadsheet-based model that utilizes local financial data to assess the financial impacts of various land use alternatives. Rather than develop a separate model, staff proposed to use the AECOM model. The City Council approved the original contract on August 10, 2011. The scope includes the specific application to Turlock's General Plan alternatives from which an evaluation report will be developed. The summary report will be posted to the San Joaquin Valley web site for use by jurisdictions from all eight counties in the San Joaquin Valley air basin.

The financial model has been utilized and the results reported during the development of the new General Plan. The work remaining to be done is creating a generalized model that can be used by the other cities in the County, as well as Turlock; preparing a final report summarizing the work done for the City of Turlock General Plan; and preparing a user manual to help the cities use the model without consultant assistance. The consultant has nearly completed the final model but needs additional time to prepare the final reports and user manual. The grant also requires that the consultant hold an instructional workshop for the other jurisdictions to train them on using the model.

Three previous amendments were approved granting the consultant more time to complete the project. In working with the other jurisdictions that are participating in the grant, there is a desire to add more capability to the model. The County of Stanislaus, as the grant administrator, has agreed to increase the City of Turlock's allocation by \$4,726 to pay for the additional scope. The additional scope is to add the evaluation of an infill scenario, allow agencies to evaluate the impacts of the City/County revenue sharing agreements, and to add a meeting with StanCOG and the jurisdictions involved in the grant.

Staff is recommending a final contract extension of eight months from October 30, 2013 to June 30, 2014, to allow the additional work to be completed and to increase the contract by \$4,726. This is the first budget increase requested for the project.

3. BASIS FOR RECOMMENDATION:

The City of Turlock has updated its General Plan and Housing Element and is in the process of updating the Capital Facility Fee program. Pursuant to AB 32 and SB 375, the City of Turlock is required to comply with new requirements to control greenhouse gas emissions from new development as well as a myriad of State and federal environmental and air quality laws and regulations. The fiscal analysis tool was utilized during adoption of the Turlock General Plan and is being tailored for future applications by the City as well as the other cities in the Stanislaus region.

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 proposed amendment increases the total amount of the contract by \$4,726 but has no fiscal impact on the City. The funds will come from the Proposition 84 grant.

Budget Amendment: A budget amendment is required. Funds for this effort are authorized under Fund Number 110-40-400-34400. Expenditures are made under Fund Number 110-40-400.43055_004. The budget is being increased by \$4,726.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

The action is not a project subject to CEQA review.

7. ALTERNATIVES:

- A. The City Council may choose not to approve the contract amendment and extension. Staff does not recommend as the additional scope will benefit the cities in the Stanislaus region and will be funded from the Proposition 84 grant program.



AMENDMENT NO. 4
to
AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
AECOM TECHNICAL SERVICES, INC.
for
COUNTYWIDE IMPACS MODEL DEVELOPMENT
AND TURLOCK GENERAL PLAN SCENARIO EVALUATION
CONTRACT NO. 11-952

THIS AMENDMENT, dated December 10, 2013, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **AECOM Technical Services, Inc.**, a consulting firm, hereinafter referred to as "CONSULTANT".

WHEREAS, the parties hereto previously entered into an agreement dated August 10, 2011, whereby CONTRACTOR will develop a Countywide financial model for the ten jurisdictions in Stanislaus County and the financial evaluation of the Turlock General Plan Update scenarios (hereinafter the "Agreement").

WHEREAS, on January 8, 2013, the parties entered into Amendment No. 1 to the Agreement dated August 10, 2011, whereby the term of the agreement was extended to March 31, 2013.

WHEREAS, on May 14, 2013, the parties entered into Amendment No. 2 to the Agreement dated August 10, 2011, whereby the term of the agreement was extended to June 30, 2013; and

WHEREAS, on September 10, 2013, the parties entered into Amendment No. 3 to the Agreement dated August 10, 2011, whereby the term of the agreement was extended to October 30, 2013.

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

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

"1. SCOPE OF WORK: 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 for the

OK for Agenda

development of a Countywide IMPACS Model and Turlock General Plan Scenario Evaluation, and shall perform such services in accordance with the specifications attached hereto as Exhibit A.

In addition to the Scope of Work attached as Exhibit A to the Agreement, CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, to complete the original scope of services, the scope of services set forth in this Amendment, and shall perform such services in accordance with the specifications attached to the Agreement and this Amendment."

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

"4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed ~~Forty-four Thousand~~ ~~Forty-four Thousand Seven Hundred Twenty-Six~~ and no/100^{ths} Dollars (~~\$40,000.00~~ \$44,726.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

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

“5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of approximately twenty (20) months beginning August 10, 2011, and ending ~~October 30, 2013~~ June 30, 2014, subject to CITY’s availability of funds.”

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

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

CITY OF TURLOCK

AECOM Technical Services, Inc.

By: _____
Roy W. Wasden, City Manager

By: _____

Print Name: _____

APPROVED AS TO SUFFICIENCY:

Title: _____

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

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk



AECOM
2020 L Street, Suite 400
Sacramento, CA 95811
www.aecom.com

916.414.5800 tel
916.414.5850 fax

November 14, 2013

Debbie Whitmore, Deputy Director
Development Services Department
Planning Division
156 S. Broadway, Suite 120
Turlock, CA 95380-5454

Subject: Turlock Fiscal Analysis Model Project Scope, Budget and Schedule Amendment

Dear Ms. Whitmore:

This letter outlines AECOM's request for a scope, schedule, and budget amendment related to the Turlock "IMPACS Model" project. The letter outlines requests for: A) additional funds to cover previously scoped tasks, B) additional funds for new tasks, and C) a change in project schedule and contract deadline. Details of the request are specified below.

1. Additional Funds for Previously Scoped Tasks

Due to a mid-course change in the fiscal impact analysis model used within this project, the project team used more hours than anticipated to complete *Task 1: Sub-Task B - Model Calibration*. As a result, we are requesting additional budget to complete the following tasks.

- **Task 1: Sub-Task C - Model Documentation**
AECOM requests an additional \$1,529 (11 hours) to complete the model user's guide. This assumes completion of draft user guide for tool and incorporation of one round of revisions.
- **Task 2: Sub-Task B - Scenario Report**
AECOM requests an additional \$834 (6 hours) to complete revisions to the scenario report as directed by city including revisions to graphics and tables.

2. New Task Items

During development of the model, the city recognized the need for additional analysis and outreach to other StanCOG jurisdictions not covered within the original scope. These new task items are described below:

- **New Task 2: Sub-Task C - Infill-Dominated Scenario Analysis**
The city requested AECOM to conduct an additional analysis that evaluates the comparative fiscal performance of a hypothetical infill-dominated General Plan land use scenario. The work required to complete this task would result in a total additional payment of \$695 (5 hours).

- New Task 2: Sub-Task D - City/County Revenue Sharing Impact Analysis**
 The city requested AECOM to include an analysis of the city and county's revenue sharing agreement on land use scenario fiscal performance. A revenue sharing module is built into the tool, but AECOM did not have data to determine what percentage of a land use scenario is in the city, county, or county islands. The work required to complete this task would result in a total additional payment of \$1,112 (8 hours). This cost assumes the City will provide this data for all four land use scenarios.
- New Task 3: Sub-Task A - Meetings with StanCOG Cities**
 The city requested AECOM conduct an additional meeting with StanCOG city planning directors to present the tool and discuss application of fiscal impact analysis in their jurisdictions. The work required to complete this task would result in a total additional payment of \$556 (4 hours).

3. Extension of Contract and Project Schedule

AECOM requests that the project contract be extended to February 28th 2014. The revised project schedule is described below:

Project Schedule

Task	Date Due
Task 1: Sub-Task C - Model Documentation	1/30/2014
Task 2: Sub-Task B - Scenario Report	2/15/2013
New Task 2: Sub-Task C - Infill-Dominated Scenario Analysis	12/23/2013
New Task 2: Sub-Task D - City/County Revenue Sharing Impact Analysis	1/30/2014
New Task 3: Sub-Task A - Meetings with StanCOG Cities	2/15/2014

4. Total Amendment Cost.

The amendment would result in a total additional payment of \$4,726. The following table details the additional budget required to complete the tasks described above:

Task	Dollars
Task 1: Sub-Task C - Model Documentation	\$1,529
Task 2: Sub-Task B - Scenario Report	\$834
New Task 2: Sub-Task C - Infill-Dominated Scenario Analysis	\$695
New Task 2: Sub-Task D - City/County Revenue Sharing Impact Analysis	\$1,112
New Task 3: Sub-Task A - Meetings with StanCOG Cities	\$556
Total Cost	\$4,726

Adding this amendment to the original budget would result in a total revised project budget of \$44,726.

Please feel free to contact me at (916) 414-5883 with any questions.

Sincerely,

Culley Thomas,
Project Manager

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
ADDITIONAL PROPOSITION 84 GRANT }
REVENUES AND EXPENSES TO REVENUE }
ACCOUNT NUMBER 110-40-400.34400 }
"PROPOSITION 84 FISCAL TOOL GRANT" }
AND EXPENDITURE ACCOUNT NUMBER }
110-40-400.43055_004 "CONSULTANT }
PROPOSITION 84 FISCAL TOOL GRANT" }
IN THE AMOUNT OF \$4,726 IN FISCAL }
YEAR 2013-14 }
_____ }

RESOLUTION NO. 2013-

WHEREAS, on June 14, 2011, the Turlock City Council resolved to participate with the cities and County of Stanislaus in applying for the Proposition 84 grant funds and delegated the City Manager the authority conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s); and

WHEREAS, the City of Turlock is designated to receive a total of \$40,000 in federal grant funds as a participating member; and

WHEREAS, the County of Stanislaus is designated the lead jurisdiction in the grant proposal, and the grant award has been issued with the County taking full responsibility for overall grant administration, tracking and reporting attributable to the grant; and

WHEREAS, the County of Stanislaus has agreed to allocate an additional \$4,726 to the City of Turlock for additional work to be completed under the Proposition 84 grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate additional grant revenues and expenses to the revenue account number 110-40-400.34400 "Proposition 84 Fiscal Tool Grant" and expenditure account number 110-40-400.43055_004 "Consultant Proposition 84 Fiscal Tool Grant" in the amount of \$4,726 in Fiscal Year 2013-14.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 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



Council Synopsis

December 10, 2013

5P

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez, Purchasing Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the service agreement with Tom Clark, DBA TC Concessions, of Turlock, California, for concession services for a period of twelve (12) months

2. DISCUSSION OF ISSUE:

Staff is recommending an authorization to award said Contract No. 13-080 with Tom Clark, DBA TC Concession of Turlock, meeting all specifications and the only bidder. This is at no cost to the City and 25% of the gross receipts from Pedretti Sports Complex and Turlock Regional Sports Complex and will be paid by Tom Clark, DBA TC Concession.

The Purchasing Office issued a formal bid for concession services on Request for Bid (RFB) 13-269. Ten (10) vendors were solicited, three (3) of which were local vendors. Tom Clark, DBA TC Concession, a local vendor, was the only vendor who submitted a bid.

No Bid response from the following vendors:

- 1) Food & Fun Concession of Stockton
- 2) Standard Park Concession of Sonora
- 3) Continental Concession Inc of Stockton
- 4) Urban Park Concessionaires of Pleasanton
- 5) Bawg Dog of Turlock
- 6) Me and Ed's Pizza of Turlock
- 7) Rawlings Concessions of Modesto
- 8) CVR Concession of Stockton
- 9) Buzy B Concessions of Galt

3. BASIS FOR RECOMMENDATION:

Tom Clark, DBA TC Concessions possesses the experience, expertise, a proven record of quality food and beverage service, and will follow the safety policies regarding food products and record keeping for this type of service. In addition, they have submitted a bid as required by the RFB and have been determined to be the successful bidder.

Strategic Plan Initiative: B. POLICY INITIATIVE – 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:

No fiscal Impact. City will receive 25% of concessionaire's gross receipts from the Turlock Regional Sports Complex and Pedretti Sports Complex of concessions proceeds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Do not approve the service agreement. This alternative is not recommended, the City will lose the proceeds of 25% of the gross receipts.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
And
TOM CLARK
DbA TC CONCESSIONS
for
CONCESSIONSERVICE
CONTRACT NO. 13-080

THIS AGREEMENT is made this 10th day of December, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **TOM CLARK, DBA TC CONCESSION**, a California Sole-Proprietorship, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for concession services at Pedretti Sports Complex and Turlock Regional Sports Complex; 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 to accomplish said Services.

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

4. COMPENSATION: CONTRACTOR agrees to pay CITY a fee based on a percentage of gross sales as consideration for performance of this Agreement as follows:

- | | | |
|-----|---------------------------------|-----|
| (1) | Pedretti Sports Complex | 25% |
| (2) | Turlock Regional Sports Complex | 25% |

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 insured's 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) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.

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

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

(f) Verification of Coverage: 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 affect 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

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.

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

9. 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

news releases from CITY through the City Manager.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

25. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for

34. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to 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

TOM CLARK, DBA TC CONCESSIONS

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie Weaver, City Clerk

k.) City will provide maintenance and repair of the facility at Pedretti Sports Complex except for items or damage caused by contractor's negligence. Contractor shall pay all costs arising from such negligence.

l.) Contractor will clean facility and equipment at end of each day/night use.

m.) Contractor shall be solely responsible for preventing and insuring against any casualty or theft loss to contractor's property or equipment used or stored on the premises.

n.) Contractor shall agree to have concession stand open during any sporting event at Pedretti Park from February through November. The openings times shall be a minimum of 15 minutes prior to the start of the first game or event and remain open a minimum of 15 minutes upon completion of the last game, or 11:00 p.m., whichever comes first.

4. NON-SPORTING EVENTS: The City has the exclusive rights to invite other food vendors for non-sporting events, such as; community wide special events, movie nights, concerts, festivals, family night events and etc.

5. METHODS OF COMMUNICATIONS: The City prefers that the successful contractor have the capability to be reached via Internet E-Mail. At a minimum, Contractor shall have telephone communication capability, including a message number and/or recorder.

6. JOB SITE PERFORMANCE: If the Parks, Recreation and Public Facilities Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Parks, Recreation and Public Facilities Manager or his designee will correct the deficiency by any means possible and then bill the contractor.

DRINKS:	
HOT CHOCOLATE	\$1.50/\$2.00
ICEE	\$2.00

FOOD	
HOT DOG	\$3.00
CORN DOG	\$3.00
NACHOS	\$3.00
PRETZEL	\$3.00
BURRITO	\$2.50
CHICKEN SANDWICH	\$2.25
PHILLY CHEESE STEAK	\$4.00
CHEESE BURGER	\$4.50
BREAKFAST SANDWICH	\$4.50
BREAKFAST BURRITO	\$3.50
DEAN PIZZA SLICE	\$3.00

CITY OF TURLOCK
BID PROPOSAL FORM

BID NO RFB 13-269

BID DUE DATE: THURSDAY, OCTOBER 31, 2013 at 3:00 P.M.

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

'CONCESSION SERVICE'

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

BIDDER TO READ

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

Company: TC Concessions
Address: 1788 Abigail Ln Turlock 95382
Telephone Number 209 535-0758 Fax Number 209 668-9980
E-Mail Address dean501229@pacbell.net
Authorized Representative (print) Tom Clark

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock Specifications for Concession Service dated October 31, 2013, at the prices indicated herein. You must attach any list of exceptions to the required specifications to the "Bid Proposal, Exhibit "A"

Concessionaire shall pay to the City of Turlock 25 % of gross sales, under the Specifications of Concession Service, "minimum of 25%"

clause in all subcontracts to perform work under the contract.

d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace

Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

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

(If applicable)

Contractor's License No. _____ Expiration Date: _____

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

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

TC Concessions
Company Name

[Signature]
Signature of Authorized Representative

20-3747002
Federal Tax ID Number

(One original and one copy of the complete bid proposals are required)



Council Synopsis

December 10, 2013

5Q

From: Michael Cooke, Municipal Services Director

Prepared by: Wayne Clay, Water Quality Control Division Manager
Betty Gonzalez, Purchasing Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 2 to the agreement with Zalreich Chemical Company, Inc., for the procurement of additional Aluminum Chlorohydrate with an increased amount of \$380,000 from Fund 410, bringing the contract total to \$700,080 for Fiscal Year 2013-14

2. DISCUSSION OF ISSUE:

On May 10, 2011, the City Council approved the contract with Zalreich Chemical Company, Inc. for the purchase of Aluminum Chlorohydrate for the Turlock Regional Water Quality Control Facility. The Aluminum Chlorohydrate is used to provide coagulant for the operation of the Densadeg High Rate Flocculation Sedimentation Clarifier at the Turlock Regional Wastewater Treatment Facility.

The Turlock Regional Wastewater Treatment Facility is using more chemical than anticipated due to issues with the effluent turbidity.

3. BASIS FOR RECOMMENDATION:

Authorize the City Manager or his designee to amend the current contract with Zalreich Chemical Company, Inc., in the amount not to exceed \$700,080 for the purchase of Aluminum Chlorohydrate.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line number:

410-51-530.44005_005 "Chemicals Aluminum Chlorohydrate"

Fiscal Impact to above line number: \$700,080

There is no impact to the General Fund

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not approve to amend contract. This alternative is not recommended, the agreement offers the City firm pricing for Aluminum Chlorohydrate. In addition, the chemicals are needed to support ongoing operations.



**AMENDMENT NO. 2
to
Agreement
between
CITY OF TURLOCK
and
ZALREICH CHEMICAL COMPANY, INC.
for
ALUMINUM CHLOROHYDRATE
CONTRACT NO. 11-905**

THIS AMENDMENT NO. 2, dated December 10, 2013, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **ZALREICH CHEMICAL COMPANY, INC.**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated May 10, 2012, whereby SUPPLIER will supply Aluminum Chlorohydrate for Turlock Regional Water Quality Control Facility , (hereinafter the "Agreement"); and

WHEREAS, on March 12, 2013, the parties entered into Amendment No. 1 to the Agreement dated May 10, 2012, whereby SUPPLIER will supply Aluminum Chlorohydrate for Turlock Regional Water Quality Control Facility in accordance with Exhibit B to Amendment No. 1.

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

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

"4. **COMPENSATION:** CITY agrees to pay SUPPLIER additional compensation in the amount of Three Hundred Eighty Thousand and No/100^{ths} Dollars (\$380,000.00) in accordance with Exhibit B attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1 and this Amendment No. 2 shall not exceed Seven Hundred Thousand Eighty and No/100^{ths} Dollars (\$700,080.00). Such maximum amount shall be compensation for all of SUPPLIER's expenses incurred in the performance of the Agreement, Amendment No. 1 and this Amendment No. 2."

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

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

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

BY: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

ZALREICH CHEMICAL COMPANY, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 'B'
SPECIFICATIONS / TECHNICAL INFORMATION
FOR
ALUMINUM CHLOROHYDRATE

The purpose of Aluminum Chlorohydrate: To provide a coagulant for the operation of the Densadeg High Rate Flocculation Sedimentation Clarifier.

Aluminum Chlorohydrate delivered to the City of Turlock's Water Quality Control Treatment Facility shall not cause a failure to meet the regulatory standards for the NPDES permits, Title 22 permits, 503 regulations, and any other applicable standards or regulations. Any delivery of product containing constituents that jeopardize any of the City facilities' ability to meet performance standards or regulatory requirements will result in the City exercising its right to purchase Aluminum Chlorohydrate from alternate sources until the noncompliance issue is resolved.

Average Daily Amount of Incoming Raw Sewage to be processed: 12.0 Average Daily Q.

Material Code: Aluminum Sulfate, 50 %, Specific Gravity 1.338

Estimated Annual Usage: 80,000 gallons at \$3.86 per gallon

PRODUCT DELIVERY REQUIREMENTS

- a.) The City requires delivery within five (5) calendar days from date order is placed City. In no case will bids be considered that take exception to the delivery requirements.
 - i. For each delivery, delivery shall be in truckloads of 48,000 pounds or less to the location specified in the bid.
 - ii. Certified scales shall determine delivery weight of material. The Vendor shall furnish certificates of weight and delivery slips for all loads of Aluminum Chlorohydrate delivered. Each delivery slip shall indicate specific gravity and concentration of the product shipped.
 - iii. Delivery shall be between the hours of 7:30 a.m. and 3:30 p.m. Monday through Friday, not including City holidays. Exceptions to this schedule should be rare; however, the City may allow changes at its discretion.
 - iv. FOB Destination to Turlock
 - v. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.
 - vi. All cost in Incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery.

- vii. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

CHEMICAL SUPPLIER RESPONSIBILITIES

Each chemical supplier shall bear all risk of loss and all responsibility for any release that may occur prior to and during the supply and delivery of chemicals to the City's sites until the chemicals are received and accepted by the City.

SAFETY

Delivery of Aluminum Chlorohydrate will be consistent with these specifications and shall comply with all State, Federal and Occupational Safety and Health Act (OSHA) safety regulations.

Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for Aluminum Chlorohydrate. Spills and/or leaks at time of delivery, regardless of the size shall be properly and immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal and OSHA regulations.

All drivers must have any necessary personnel safety clothing and/or equipment required for off-loading Aluminum Chlorohydrate. City personnel and/or equipment at the delivery locations will assist in the off-loading of chemicals. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

Supplier must be prepared to provide safety training on the safe handling and use of the Aluminum Chlorohydrate and emergency procedures in the event of a leak or spill. The training may be performed at least once during the year if requested by the City. It is preferred that this training be offered at no charge to the City.

QUALITY ASSURANCE

A quality assurance analysis may be run to check the quality of the chemical for any given delivery. Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City. A certificate of analysis shall be provided for each load of Chemical.

MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets must be provided with each delivery. No delivery will be accepted without an MSDS.

DELIVERY

Deliveries are to be made F.O.B. Turlock, freight prepaid and added to invoice, as required to the Waste Water Treatment Plant. Deliveries are to be made within ten working days after the placement of order. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.

Deliveries must be made Monday through Friday (excluding holidays) between the hours of 8:30AM and 3:30PM Deliveries not conforming to these requirements may be returned at no cost to the City.

All costs incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

Container Requirements: Aluminum Chlorohydrate must be bulk deliveries, 4000 gallons each to 12,000 gallon fixed tank.



Council Synopsis

December 10, 2013

5R

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

Prepared by: Mark Crivelli, Recreation Sr. Supervisor

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

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

2. DISCUSSION OF ISSUE:

The City of Turlock and Turlock Unified School District (TUSD), specifically Turlock High School and Pitman High School, intend to continue working together to implement a youth basketball program beginning January 2014. This eight week program is designed to teach K – 8th grade students the fundamentals of basketball. The program includes two weeks of skill clinics followed by six weeks of games. All program activity will take place at TUSD facilities. The City and TUSD have successfully partnered together to offer safe athletic opportunities for the past 15+ years.

3. BASIS FOR RECOMMENDATION:

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

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

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

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

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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



MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF TURLOCK
AND
TURLOCK UNIFIED SCHOOL DISTRICT
For
YOUTH BASKETBALL PROGRAMS
CONTRACT NO. 13-081

This Memorandum of Understanding stands as evidence that the City of Turlock and Turlock Unified School District intend to work together with Youth Basketball Programs towards the mutual goal of providing organized and meaningful youth basketball opportunities for youth ages five to fourteen for the 2014 calendar year. Both agencies agree that the implementation of Youth Basketball Programs, as described herein, will further this goal. To this end, TUSD agrees to participate in the program by coordinating/providing the following services every regular instructional day based on program season and providing City of Turlock with all information and documentation pursuant to the deadlines.

City of Turlock scope of services:

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

OK for Agenda
[Signature]

TUSD scope of services:

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

General Provisions:

1. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twelve months (12) beginning December 10, 2013 and ending December 10, 2014.

2. **INSURANCE AND INDEMNIFICATION**

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

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

3. **RELATIONSHIP OF PARTIES:** All acts of SCHOOL DISTRICT, its agents, officers, and employees and all others acting on behalf of SCHOOL DISTRICT relating to the performance of this Agreement, shall be performed as SCHOOL DISTRICTs and not as agents, officers, or employees of CITY. SCHOOL DISTRICT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. SCHOOL DISTRICT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of SCHOOL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CITY OF TURLOCK,
a municipal corporation**

**TURLOCK UNIFIED
SCHOOL DISTRICT**

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie Weaver, CMC, City Clerk



**Council
Synopsis**

December 10, 2013

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting fourth quarter donations for Fiscal Year 2013-14 for a variety of Parks, Recreation and Public Facilities Division programs, scholarships, and activities

2. DISCUSSION OF ISSUE:

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

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Increases to account numbers as attached in Exhibit A.

Total amount donated \$2,491.91

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A) The Council may choose not to accept this funding. Staff does not recommend this alternative, as these donations were solicited from the community to support programs, scholarships and recreational activities.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
FOURTH QUARTER DONATIONS }
FOR FISCAL YEAR 2013-14 FOR A }
VARIETY OF PARKS, RECREATION AND }
PUBLIC FACILITIES DIVISION PROGRAMS, }
SCHOLARSHIPS, AND ACTIVITIES }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the Parks, Recreation & Public Facilities Division receives donations from the community to support a variety of programs, scholarships and activities; and

WHEREAS, through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals in creating community by supporting a variety of recreation, sports, and art activities; and

WHEREAS, monies received through donations assist in leveraging City resources.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the fourth quarter donations for Fiscal Year 2013-14 for a variety of Parks, Recreation and Public Facilities Division programs, scholarships, and activities to be deposited as per Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

RECREATION PROGRAM DONATIONS & IN KIND CONTRIBUTIONS							
Date	Donor	Address	City	State	Zip Code	Account Number	Amount
7/30/2013	Save Mart	P O Box 4664	Modesto	CA	95352	270-61-635-399.37200_000	\$ 203.10
8/13/2013	Wal Mart	702 SW 8th St	Bentonville	AR	72716	270-61-635-399.37200_000	\$ 1,000.00
8/15/2013	City of Turlock Employees					270-61-635-399.37200_000	\$ 311.00
10/16/2013	Turlock Amateur Radio	P O Box 2821	Turlock	CA	95381	270-61-635-399.37200_001	\$ 300.00
10/16/2013	Active Orthopedic	1051 E Tuolumne	Turlock	CA	95382	110-61-624-053.35720	\$ 250.00
10/22/2013	Turlock Smiles Dentistry		Turlock	CA	95380	110-61-624-053.35720	\$ 250.00
11/1/2013	Save Mart	P O Box 4664	Modesto	CA	95352	270-61-635-399.37200_000	\$ 177.81
	In Kind					Donation Total	\$ 2,491.91
7/2/2013	ASI/Jake Regal	1 University Cir	Turlock	CA	95382	Misc. Sports equip	
Turlock Trot Fun Run Donations							
10/1/2013	Gemperle Enterprises		Turlock	CA		13 flats of eggs	
10/1/2013	Sunnyside Farms		Turlock	CA		150 Chocolate Milks	
10/1/2013	Safeway		Turlock	CA		\$25 Gift Card	
10/1/2013	Main Street Footers	Main St	Turlock	CA		\$20 Gift Cert.	
10/1/2013	Fleet Feet		Turlock	CA		150 Gift Bags	
10/1/2013	Olde tyme Pastries		Turlock	CA		2 Pies	
						In Kind Total	\$ -
						Grand Total	\$ 2,491.91

Taken to City Council December 10th, 2013 for acceptance.



Council Synopsis

5T
December 10, 2013

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to enter into an agreement between the City of Turlock and Dave Young, an outside labor negotiator, to finalize policies and MOU language for Fiscal Year 2013-14, and to assist in Fiscal Year 2014-15 labor negotiations with all units if needed, in an amount not to exceed \$26,000, and appropriating \$16,000 to account number 110-10-112.43056 "Contract Negotiator" from Fund 110 "General Fund" reserve for three (3) of the four (4) installment payments for negotiation services

2. DISCUSSION OF ISSUE:

The City of Turlock utilized an outside negotiator for FY 2013/14 labor negotiations. City negotiators reached agreements with five employee groups for one year contracts from the period November 1, 2013 through October 31, 2014. These groups include Turlock Fire Fighters Association (TFFA), Turlock Management Association Public Safety (TMAPS), and Turlock City Employees Association (TCEA). Turlock Confidential Employees (TCE) and Turlock Management Employees (TME), unrepresented groups, possess a Schedule of Benefits. The one year contract period for Turlock Associated Police Officers (TAPO) is from December 1, 2013 through November 30, 2014. The groups have agreed to continue discussions beginning December 2013 with regard to MOU language and policy finalization for FY 2013/14.

The groups have agreed to initiate meetings in April to begin negotiations for FY 2014/15, with new contracts and schedules of benefits to commence November and December, respectively. Starting discussions in April will allow time for both parties to conduct any contract issues that may warrant discussion. Additionally, negotiators will continue discussions related to City health care and retirement benefits. City negotiators will also begin negotiations with all groups to reach completion of the process prior to the conclusion of their respective MOU.

In response to the current economic conditions, all employees have participated in budget reductions by giving concessions on salaries and benefits in the five

previous fiscal years. The use of an outside negotiator for FY 2014/15 will allow negotiations to continue to proceed more expeditiously and with minimal disruption to good working relationships between City management and employee groups.

3. BASIS FOR RECOMMENDATION:

A. The demands on the time of the City Attorney and the City Manager make it prudent to secure outside help to negotiate labor agreements with all bargaining units. Additionally use of an outside negotiator will minimize strain on the good working relationships between the current negotiators and the associations and unrepresented groups.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Appropriate to account number 110-10-112.43056:"Contract Negotiator" \$16,000 for FY 2013/14 and \$10,000 for FY 2014/15 from Fund 110 "General Fund" reserve for negotiation services.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None.

7. ALTERNATIVES:

A) Council can deny the request to hire an outside labor negotiator.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
DAVE YOUNG
for
Outside Labor Negotiator Services

THIS AGREEMENT is made this 10th day of December, 2013, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **DAVE YOUNG**, hereinafter referred to as "NEGOTIATOR."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Outside Labor Negotiator Services; and

WHEREAS, NEGOTIATOR has represented himself 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: NEGOTIATOR 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 the profession and the specifications attached hereto as Exhibit A. NEGOTIATOR shall provide Services that are acceptable to CITY.

2. COMPENSATION: CITY agrees to pay NEGOTIATOR in accordance with the terms of this agreement as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibits A and B attached hereto and made a part hereof, and for performance by NEGOTIATOR of all of his duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Twenty Six Thousand and 00/100^{ths} Dollars (\$26,000.00). NEGOTIATOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

(1) Payments shall be made by CITY in four (4) installments; the first installment payable to NEGOTIATOR on December 10, 2013 in the amount of Three Thousand and 00/100^{ths} Dollars (\$3,000.00). The second installment by CITY shall be made in arrears, after

OK for Agenda
DM

satisfactory service, as determined and approved by CITY, has been provided, in the amount of Three Thousand and 00/100^{ths} Dollars (\$3,000.00) on March 31, 2014. The third installment shall be payable to NEGOTIATOR on March 1, 2014 in the amount of Ten Thousand and 00/100^{ths} Dollars (\$10,000.00). The fourth installment by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided in the amount of Ten Thousand and 00/100^{ths} Dollars (\$10,000.00) on February 28, 2015.

(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 NEGOTIATOR 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 NEGOTIATOR 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.

3. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of beginning December 10, 2013 and ending February 28, 2015, subject to CITY's availability of funds.

4. INDEMNIFICATION: NEGOTIATOR 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 NEGOTIATOR, 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.

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

NEGOTIATOR, his 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.

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

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

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

As an independent contractor, NEGOTIATOR 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.

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

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

8. NONDISCRIMINATION: In connection with the execution of this Agreement, NEGOTIATOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. NEGOTIATOR 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. NEGOTIATOR 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, NEGOTIATOR shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

11. OBLIGATIONS OF NEGOTIATOR: Throughout the term of this Agreement, NEGOTIATOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. NEGOTIATOR 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. NEGOTIATOR further represents that he 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.

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

13. NEWS AND INFORMATION RELEASE: NEGOTIATOR agrees that he 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.

14. INTEREST OF NEGOTIATOR: NEGOTIATOR warrants that he 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. NEGOTIATOR warrants that, in performance of this Agreement, NEGOTIATOR shall not employ any person having any such interest. NEGOTIATOR 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.

15. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or NEGOTIATOR 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 NEGOTIATOR may incur in performing such additional services, and NEGOTIATOR shall not be required to perform any such additional services.

16. 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.

17. 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.

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

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

20. 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 NEGOTIATOR: DAVE YOUNG
1530 BALDWIN ROAD
HUGHSON, CA 95326
PHONE: (209) 872-5807**

**for CITY: CITY OF TURLOCK
ROY W. WASDEN
CITY MANAGER
156 SOUTH BROADWAY, SUITE 230
TURLOCK, CALIFORNIA 95380
PHONE: (209) 668-5540
FAX: (209) 668-5529**

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

DAVE YOUNG

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

Date: _____

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

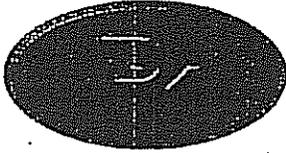
EXHIBIT A

Provide labor negotiations services on an as needed basis, as directed by the City Manager

- Represent the City in all aspects and phases of negotiations with the Unions and Employee Organizations.
- Provide advice and consultation by telephone, correspondence and personal appearances within the City.
- Provide assistance to the City, as requested, to comply with the requirements of the Meyers-Milias-Brown Act.
- Perform other related services.

Services will be provided in the following manner:

- Meeting and negotiating with the Unions and Employee Organizations.
- Meeting with the Human Resources Manager in person, by telephone and by written communication as requested.
- Meeting with the City Council as requested.
- Telephonic and written communication with the City Council, City Manager, and City Attorney as requested.



**DAVE YOUNG
&
ASSOCIATES**

EXHIBIT B

Ca. St. Lic # 28242
P.O. Box 148
Hughson, CA 95326-0148
Phone: 209-538-5884
Fax: 209-538-5887

RECEIVED

NOV 01 2013

CITY OF TURLOCK
HUMAN RESOURCES

November 1, 2013

Sarah Eddy
Human Resources Manager
City of Turlock
156 S. Broadway, Suite 235
Turlock, CA 95380

RE: Proposal for Professional Services

The City of Turlock has just completed contract negotiations with its six employee bargaining groups with contract periods of approximately November 2013 to November 2014. The bargaining groups have agreed to continue discussions concerning clean up language and bereavement, dress code and drug free workplace issues that were not a part of the discussions during the now completed contract negotiations.

Dave Young of Dave Young and Associates served as the Chief Negotiator for the City of Turlock during the contract negotiations described above. Dave Young has established a working relationship with the bargaining groups and the Administration of the City of Turlock. He also has established a base level of knowledge concerning the issues that still remain to be resolved between the City and the bargaining groups.

Dave Young and Associates proposes to continue in the position as the City of Turlock Chief Negotiator to accomplish the following goals:

- Goal 1: Reach agreement with all six bargaining groups regarding a Drug Free Work Place Policy.
- Goal 2: Reach agreement with all six bargaining groups regarding a Bereavement Leave Policy.
- Goal 3: Reach agreement with all six bargaining groups regarding a Dress Code Appearance Policy. The City would conduct a survey of current policies in use by other agencies.
- Goal 4: Reach agreement with TCEA on MOU language concerning safety footwear, electronic sick leave notice and typographic errors in

dyandassociates@aol.com

www.dyandassociates.com

bereavement leave; and procedures for increased sexual harassment training. The Turlock City Attorney and TCEA Legal Counsel are to complete work on a "zipper clause."

Goal 5: Reach agreement with TMAPS on MOU language regarding educational reimbursement.

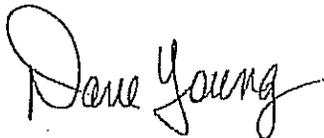
The proposed work schedule is as follows:

1. City Council approval of funds to hire Dave Young and Associates on December 10, 2013.
2. First meeting with all bargaining groups the week of December 16, 2013.
3. Second meeting with all bargaining groups the week of January 13, 2014.
4. Third meeting with all bargaining groups the week of February 10, 2014.
5. Ratification of agreements by the City Council on March 11, 2014. The City is scheduled to re-open MOU negotiations on April 1, 2014.
6. Additional meetings and communication with staff and bargaining groups as needed to meet the deadline.

The proposed compensation to Dave Young and Associates is as follows:

\$55.00 per hour, invoiced on a biweekly basis, not to exceed \$6,000.00 or \$6,000.00 total, paid in two sums, \$3,000.00 payable December 10, 2013 and \$3,000.00 payable at the conclusion of the job.

Sincerely,



Dave Young
Dave Young and Associates

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE } RESOLUTION NO. 2013-
CITY MANAGER TO ENTER INTO AN }
AGREEMENT BETWEEN THE CITY OF }
TURLOCK AND DAVE YOUNG, AN }
OUTSIDE LABOR NEGOTIATOR, TO }
FINALIZE POLICIES AND MOU LANGUAGE }
FOR FISCAL YEAR 2013-14, AND TO }
ASSIST IN FISCAL YEAR 2014-15 LABOR }
NEGOTIATIONS WITH ALL UNITS IF }
NEEDED, IN AN AMOUNT NOT TO EXCEED }
\$26,000, AND APPROPRIATING \$16,000 }
TO ACCOUNT NUMBER 110-10-112.43056 }
"CONTRACT NEGOTIATOR" FROM FUND }
110 "GENERAL FUND" RESERVE FOR }
THREE (3) OF THE FOUR (4) }
INSTALLMENT PAYMENTS FOR }
NEGOTIATION SERVICES }

WHEREAS, the City of Turlock utilized an outside negotiator for FY 2013/14 labor negotiations; and

WHEREAS, city negotiators reached agreements with five employee groups for one year contracts from the period November 1, 2013 through October 31, 2014 which included Turlock Fire Fighters Association (TFFA), Turlock Management Association Public Safety (TMAPS), Turlock City Employees Association (TCEA), Turlock Confidential Employees (TCE) and Turlock Management Employees (TME); and one employee group, Turlock Associated Police Officers (TAPO) for a one year contract period from December 1, 2013 through November 30, 2014; and

WHEREAS, the groups have agreed to continue discussions beginning December 2013 with regard to MOU language and policy finalization for Fiscal Year 2013-14; and

WHEREAS, the groups have agreed to initiate meetings in April to begin negotiations for Fiscal Year 2014-15, with new contracts and schedules of benefits to commence November and December, respectively.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into an agreement between the City of Turlock and Dave Young, an outside labor negotiator, to finalize policies and MOU language for Fiscal Year 2013-14, and to assist in Fiscal Year 2014-15 labor negotiations with all units if needed, in an amount not to exceed \$26,000, and appropriating \$16,000 to account number 110-10-112.43056 "Contract Negotiator" from Fund 110 "General Fund" reserve for three (3) of the four (4) installment payments for negotiation services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

December 10, 2013

54

From: Roy W. Wasden, City Manager

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the release of unclaimed checks pursuant to California Government Code Sections 50050 and 50053 to the City of Turlock

2. DISCUSSION OF ISSUE:

Section 50053 of the California Government Code allows for unclaimed checks held over three (3) years to become the property of the local agency after notice if not claimed or if no verified complaint is filed and served.

Section 50050 of the California Government Code outlines the process for the notification process of the unclaimed checks, and Section 50052 describes the claiming process by a party of interest.

3. BASIS FOR RECOMMENDATION:

A) Staff has reviewed all outstanding checks and has determined that the checks summarized in Attachment "A" meet this criteria. A public notice was published on 9/11/13 and 9/18/13.

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: \$1,528.66

Amount will increase revenue in XXX-XX-XXX.37050 "Unclaimed Property" in the Funds upon which the original check was drawn (as detailed in Schedule "A").

Budget Amendment

None required.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

A). There is no acceptable alternative. Leaving these unclaimed checks on the books as outstanding ties up City funds unnecessarily.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
RELEASE OF UNCLAIMED CHECKS }
PURSUANT TO CALIFORNIA }
GOVERNMENT CODE SECTIONS 50050 }
AND 50053 TO THE CITY OF TURLOCK }
_____}

RESOLUTION NO. 2013-

WHEREAS, Section 50053 of the California Government Code allows for unclaimed checks held over three (3) years to become the property of the local agency after notice if not claimed or if no verified complaint is filed and served; and

WHEREAS, Section 50050 of the California Government Code outlines the process for the notification process of the unclaimed checks; and

WHEREAS, each of the checks listed on the attached summary (Attachment "A") meets this criteria.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby transfer the unclaimed checks on the attached list in the total amount of \$1,528.66 to the City of Turlock's Funds upon which the original checks were drawn in accordance with Section 50053 of the California Government Code.

PASSED AND ADOPTED at a special meeting of the City Council of the City of Turlock this 10th day of December, 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

Attachment "A"

**CITY OF TURLOCK
UNCLAIMED CHECKS**

<u>Check Date</u>	<u>Check Number</u>	<u>Amount</u>	<u>Payee</u>		<u>Fund</u>
12/18/09	84742	\$253.50	Aimee E. Powers	Payroll	110
8/20/10	93962	\$325.30	Kelly Ann Taylor	Payroll	110
5/21/09	74416	\$18.00	Diane Wheeland	Accounts Payable	203
6/18/09	74743	\$108.00	Alameda County Sheriff	Accounts Payable	110
7/16/09	75197	\$18.00	Melissa Brooks	Accounts Payable	203
7/30/09	75536	\$18.00	Diana Flores	Accounts Payable	203
8/20/09	75962	\$6.47	Francisco Ramirez	Accounts Payable	110
8/20/09	75962	\$9.95	Francisco Ramirez	Accounts Payable	410
8/20/09	75962	\$8.13	Francisco Ramirez	Accounts Payable	420
8/27/09	76100	\$23.32	Emily Rylsing	Accounts Payable	113
11/5/09	77076	\$11.77	Perry Fischer	Accounts Payable	110
11/5/09	77076	\$23.63	Perry Fischer	Accounts Payable	410
11/5/09	77076	\$19.30	Perry Fischer	Accounts Payable	420
12/10/09	77565	\$18.00	Alejandra Perez	Accounts Payable	203
12/17/09	77618	\$59.46	Linda M. Anderson	Accounts Payable	420
12/17/09	77693	\$10.04	Ocwen Bank	Accounts Payable	110
12/17/09	77693	\$15.42	Ocwen Bank	Accounts Payable	410
12/17/09	77693	\$11.86	Ocwen Bank	Accounts Payable	420
12/24/09	77780	\$19.20	Willie Scott	Accounts Payable	110
12/24/09	77780	\$26.00	Willie Scott	Accounts Payable	410
12/24/09	77780	\$29.65	Willie Scott	Accounts Payable	420
2/18/10	78442	\$55.33	Kenneth Chavez	Accounts Payable	420
2/18/10	78492	\$24.47	Richard Lopes	Accounts Payable	110
2/18/10	78492	\$45.63	Richard Lopes	Accounts Payable	410
2/18/10	78505	\$18.00	Rachel Rogers	Accounts Payable	203
2/25/10	78573	\$18.00	Taryn Goehring	Accounts Payable	203
3/4/10	78689	\$8.96	Angela Luis	Accounts Payable	110
3/4/10	78689	\$14.32	Angela Luis	Accounts Payable	410
3/4/10	78689	\$77.60	Angela Luis	Accounts Payable	420
3/11/10	78805	\$4.63	James Riggs	Accounts Payable	110
3/11/10	78805	\$10.95	James Riggs	Accounts Payable	410
3/11/10	78805	\$5.79	James Riggs	Accounts Payable	420
6/28/10	80133	\$37.52	Balbir Kaur	Accounts Payable	110
7/29/10	80527	\$18.00	Joy Perezchica	Accounts Payable	203
8/12/10	80616	\$26.44	Ernesto Alarcon	Accounts Payable	420
8/12/10	80666	\$28.96	Matthew Hill	Accounts Payable	420
9/16/10	81179	\$32.16	Mary Fitzgerald	Accounts Payable	420
9/16/10	81212	\$68.90	Office Max Site 1361	Accounts Payable	420
		<u>\$1,528.66</u>			



CLAIM FORM
(Please type or print)

5V

RECEIVED

NOV - 5 2013

CITY ATTORNEY

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Sevrena Townsend

SS#: [REDACTED] DOB: 11.20.79 Gender: Male Female

Claimant's address: 1125 Pioneer Ave, Turlock CA 95380

Claimant's Telephone Number(s): 209.345.8847

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

Date of incident/accident: 9.11.2013 approx 5:15 pm

Date injuries, damages, or losses were discovered: 9.11.2013

Location of incident/accident: Pioneer Avenue

What did entity or employee do to cause this loss, damage, or injury? piece of asphalt kicked up by truck/suburban hit driver's side door
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

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

What specific injuries, damages, or losses did claimant receive? damage to drivers side door
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed \$10,000, state the total amount claimed: \$750-\$950.00

If the amount of your claim exceeds \$10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed \$25,000 it is treated as a limited civil case) please check one box:
 DOES NOT EXCEED \$25,000 EXCEEDS \$25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? estimates from 3 different repair shops + price of rental car
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 11.4.13 Signature: [Handwritten Signature]

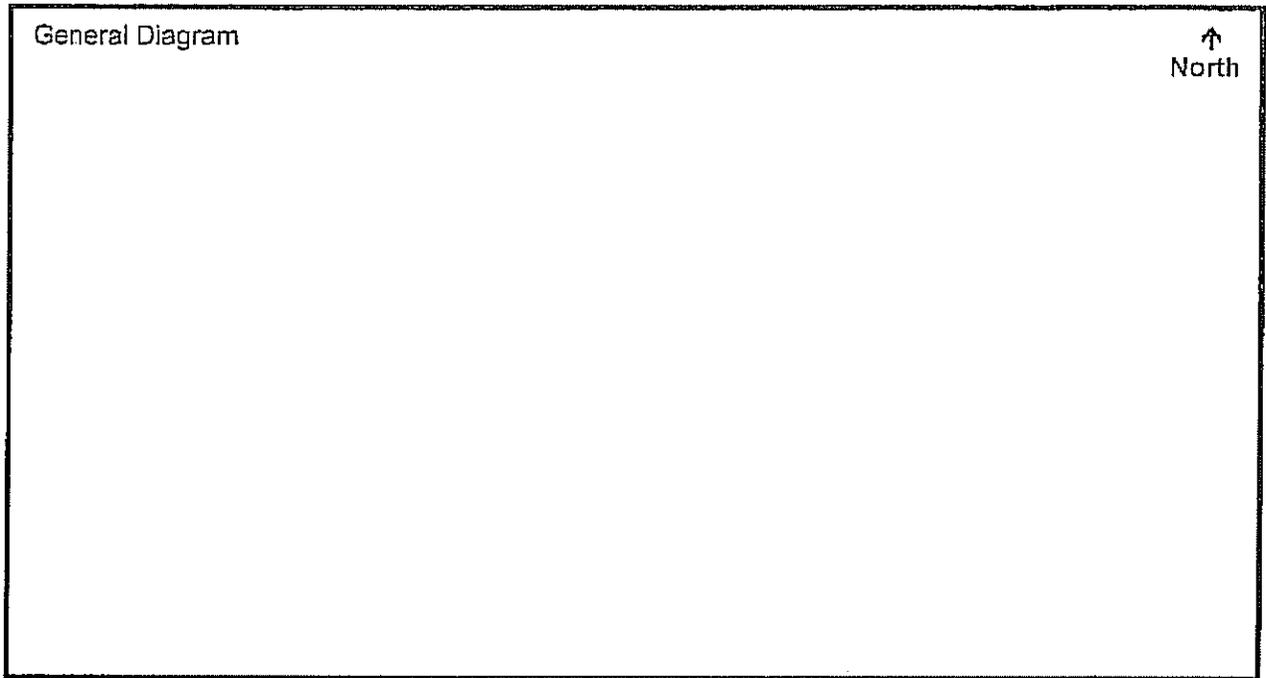
If signed by representative: _____

Print Representative's Name _____ Telephone _____

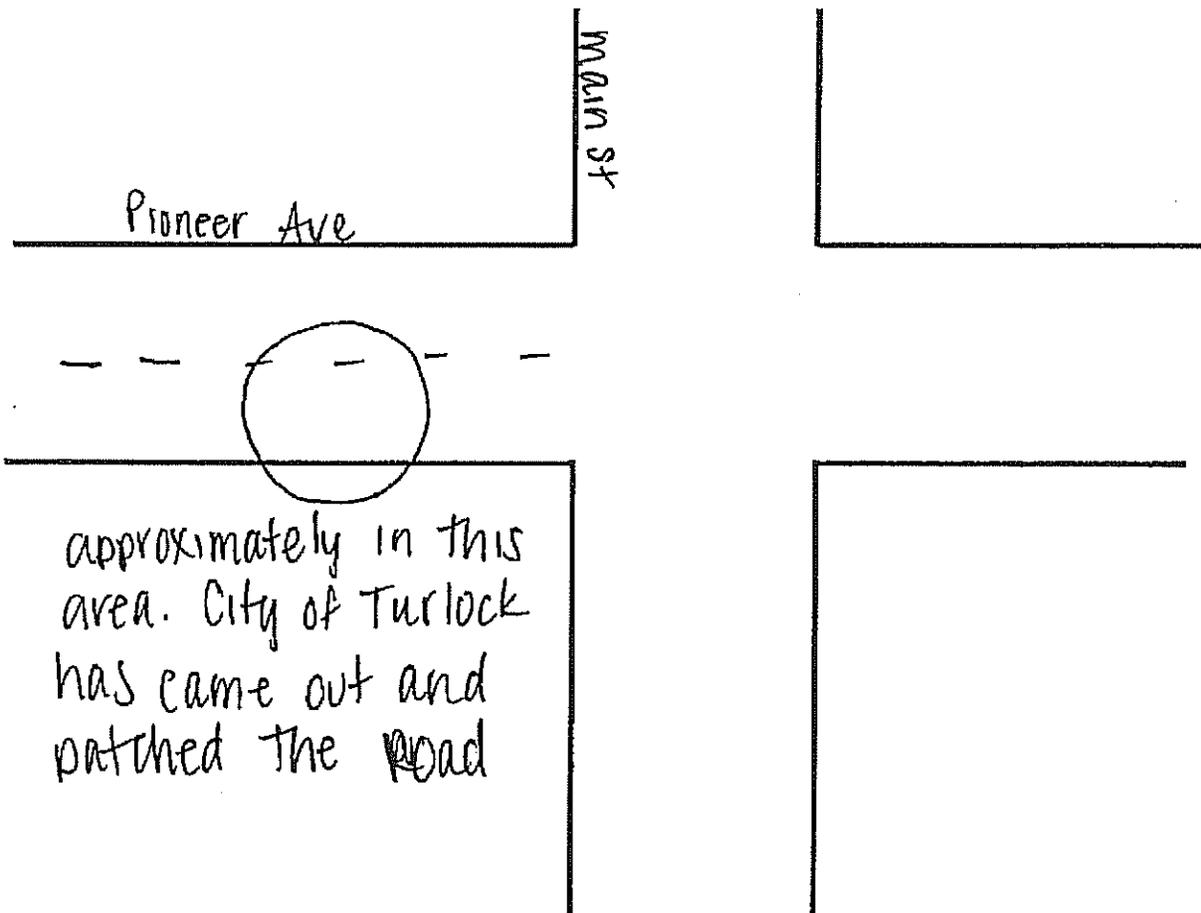
Address _____

Relationship to Claimant _____

DIAGRAMS



Street Incidents



JESTER AUTO WORKS

Workfile ID:

ff681420

545 S CENTER ST, TURLOCK, CA 95380

Phone: (209) 634-8581

Preliminary Estimate

Customer: Schmidt, Patrick

Job Number:

Written By: JOHN TABOR

Insured: Schmidt, Patrick

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 09 Left T-Bone (Left Side)

Owner:

Schmidt, Patrick
(209) 345-8847 Cell

Inspection Location:

JESTER AUTO WORKS
545 S CENTER ST
TURLOCK, CA 95380
Repair Facility
(209) 634-8581 Day

Insurance Company:

VEHICLE

Year: 2009

Body Style: 4D SED

VIN: 1FAHP36N59W250627

Mileage In:

Make: FORD

Engine: 4-2.0L-FI

License:

Mileage Out:

Model: FOCUS SES

Production Date:

State:

Vehicle Out:

Color: Int:

Condition:

Job #:

TRANSMISSION

5 Speed Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Rear Spoiler

Preliminary Estimate

Customer: Schmidt, Patrick

Job Number:

Vehicle: 2009 FORD FOCUS SES 4D SED 4-2.0L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT DOOR					
2	*	Rpr LT Outer panel		0	0.00	2.5	2.1
3		Add for Clear Coat		0	0.00	0.0	0.8
4	R&I	LT Belt w/strip		0	0.00	0.2	0.0
5	R&I	LT Mirror assy w/power w/o heated glass		0	0.00	0.3	0.0
6	R&I	LT Handle, outside black		0	0.00	0.4	0.0
7	R&I	LT R&I trim panel		0	0.00	0.4	0.0
8		REAR DOOR					
9	Blnd	LT Outer panel		0	0.00	0.0	1.1
10	R&I	LT Belt w/strip		0	0.00	0.2	0.0
11	R&I	LT Handle, outside black		0	0.00	0.4	0.0
12	R&I	LT R&I trim panel		0	0.00	0.4	0.0
13		FENDER					
14	Blnd	LT Fender w/o grille		0	0.00	0.0	0.9
15		FRONT LAMPS					
16	R&I	LT Headlamp assy		0	0.00	0.3	0.0
17		MISCELLANEOUS OPERATIONS					
18	Repl	Cover car/bag		1	0.00	0.2	0.0
19		OTHER CHARGES					
20	#	Hazardous Waste		1	5.00		
SUBTOTALS					5.00	5.3	4.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	5.3 hrs @	\$ 68.00 /hr	360.40
Paint Labor	4.9 hrs @	\$ 68.00 /hr	333.20
Paint Supplies	4.9 hrs @	\$ 35.00 /hr	171.50
Other Charges			5.00
Subtotal			870.10
Sales Tax	\$ 171.50 @	7.6250 %	13.08
Grand Total			883.18
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			883.18

WE REPAIR THEM ALL FOREIGN & DOMESTIC. A SATISFIED CUSTOMER IS A HAPPY CUSTOMER

Preliminary Estimate

Customer: Schmidt, Patrick

Job Number:

Vehicle: 2009 FORD FOCUS SES 4D SED 4-2.0L-FI

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

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

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

Preliminary Estimate

Customer: Schmidt, Patrick

Job Number:

Vehicle: 2009 FORD FOCUS SES 4D SED 4-2.0L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JK08, CCC Data Date 10/9/2013, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items Indicate manual entries.

Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

**ALFRED MATTHEWS COLLISION -
TURLOCK**

Workfile ID: 971c9231
State EPA: CAD02868725
BAR: 0551365

ppacheco@alfredmatthews.com
2440 NORTH GOLDEN STATE BLVD., TURLOCK,
CA 95380
Phone: (209) 668-5322
FAX: (209) 668-5320

Preliminary Estimate

Customer: SCHMIDT, PATRICK

Written By: PAUL PACHECO

Insured: SCHMIDT, PATRICK Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 3
Point of Impact: 09 Left T-Bone (Left Side)

Owner: SCHMIDT, PATRICK
1125 PIONNEER
TURLOCK, CA 95382
(209) 345-8964 Cell

Inspection Location: ALFRED MATTHEWS COLLISION -
TURLOCK
2440 NORTH GOLDEN STATE BLVD.
TURLOCK, CA 95380
Repair Facility
(209) 668-5322 Business

Insurance Company:

VEHICLE

Year: 2009 Body Style: 4D SED VIN: 1FAHP36N59W250627 Mileage In:
Make: FORD Engine: 4-2.0L-FI License: N/A Mileage Out:
Model: FOCUS SES Production Date: State: Vehicle Out:
Color: BLACK Int: Condition: Good Job #:

TRANSMISSION

5 Speed Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls

RADIO

AM Radio
FM Radio

Stereo

Search/Seek
CD Player
Auxiliary Audio Connection
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Cloth Seats
Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Rear Spoiler

Preliminary Estimate

Customer: SCHMIDT, PATRICK

Vehicle: 2009 FORD FOCUS SES 4D SED 4-2.0L-FI BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT DOOR					
2	*	Rpr LT Outer panel				3.0	2.1
3		Add for Clear Coat					0.8
4		R&I LT Belt w/strip				0.2	
5		R&I LT Mirror assy w/power w/o heated glass				0.3	
6		R&I LT Door glass Ford				0.6	
7	*	R&I LT Run w/strip				0.3	
8		R&I LT Handle, outside black				0.4	
9		R&I LT R&I trim panel				0.4	
10	#	Rpr Color tint <paint labor>				0.5	
11	#	Cover vehicle for overspray		1	5.00 X	0.2	
12	#	Hazardous Waste		1	3.00 X		
13	#	VO WANT TO USE HERTZ RENTAL		1			
SUBTOTALS					8.00	5.9	2.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	5.9 hrs @	\$ 68.00 /hr	401.20
Paint Labor	2.9 hrs @	\$ 68.00 /hr	197.20
Paint Supplies	2.9 hrs @	\$ 35.00 /hr	101.50
Miscellaneous			8.00
Subtotal			707.90
Sales Tax	\$ 101.50 @	7.6250 %	7.74
Grand Total			715.64
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			715.64

R&I: INDICATES THE "REMOVAL AND RE-INSTALLATION" OF THE COMPONENT.
R&R or Repl: INDICATES THE "REMOVAL AND REPLACEMENT" OF THE COMPONENT.

B.A.R. Lic #0551365 EPA# CAD02868725

Preliminary Estimate

Customer: SCHMIDT, PATRICK

Vehicle: 2009 FORD FOCUS SES 4D SED 4-2.0L-FI BLACK

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

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

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

Preliminary Estimate

Customer: SCHMIDT, PATRICK

Vehicle: 2009 FORD FOCUS SES 4D SED 4-2.0L-FI BLACK

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2JK08, CCC Data Date 10/17/2013, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (***) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

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

Workfile ID: 1596218e
Federal ID: 94-2743077
BAR: AJ090353

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

Preliminary Estimate

Customer: SCHMIDT, PAT

Job Number:

Written By: Robert Barker

Insured: SCHMIDT, PAT
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
SCHMIDT, PAT

(209) 345-8964 Day

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

Insurance Company:

VEHICLE

Year: 2009	Body Style: 4D SED	VIN: 1FAHP36NS9W250627	Mileage In:
Make: FORD	Engine: 4-2.0L-FI	License:	Mileage Out:
Model: FOCUS SES	Production Date:	State:	Vehicle Out:
Color: Int:	Condition:	Job #:	

TRANSMISSION

5 Speed Transmission

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Console/Storage

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Steering Wheel Touch Controls

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

Rear Spoiler

Preliminary Estimate

Customer: SCHMIDT, PAT

Job Number:

Vehicle: 2009 FORD FOCUS SES 4D SED 4-2.0L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT DOOR					
2	*	Rpr LT Door shell		0	0.00	3.0	2.1
3		Add for Clear Coat		0	0.00	0.0	0.8
4		R&I LT Belt w'strip		0	0.00	0.2	0.0
5		R&I LT Mirror assy w/power w/o heated glass		0	0.00	0.3	0.0
6		R&I LT Handle, outside black		0	0.00	0.4	0.0
7		R&I LT R&I trim panel		0	0.00	0.4	0.0
8	#	CAR COVER		1	5.00 T	0.2	0.0
9	#	HAZARDOUS WASTE		1	3.00 X	0.0	0.0
10	#	COLOR TINT		1	0.00	0.5	0.0
SUBTOTALS					8.00	5.0	2.9

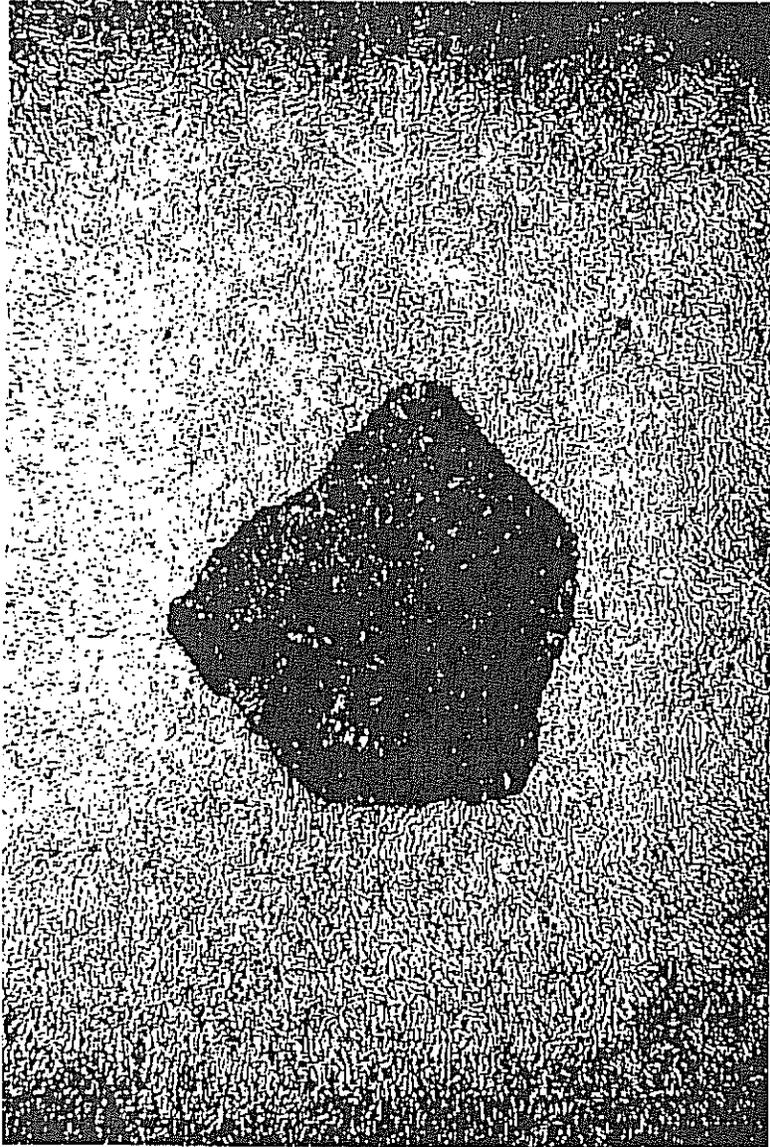
ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	5.0 hrs @	\$ 68.00 /hr	340.00
Paint Labor	2.9 hrs @	\$ 68.00 /hr	197.20
Paint Supplies	2.9 hrs @	\$ 38.00 /hr	110.20
Miscellaneous			8.00
Subtotal			655.40
Sales Tax	\$ 115.20 @	7.6250 %	8.78
Grand Total			664.18
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			664.18

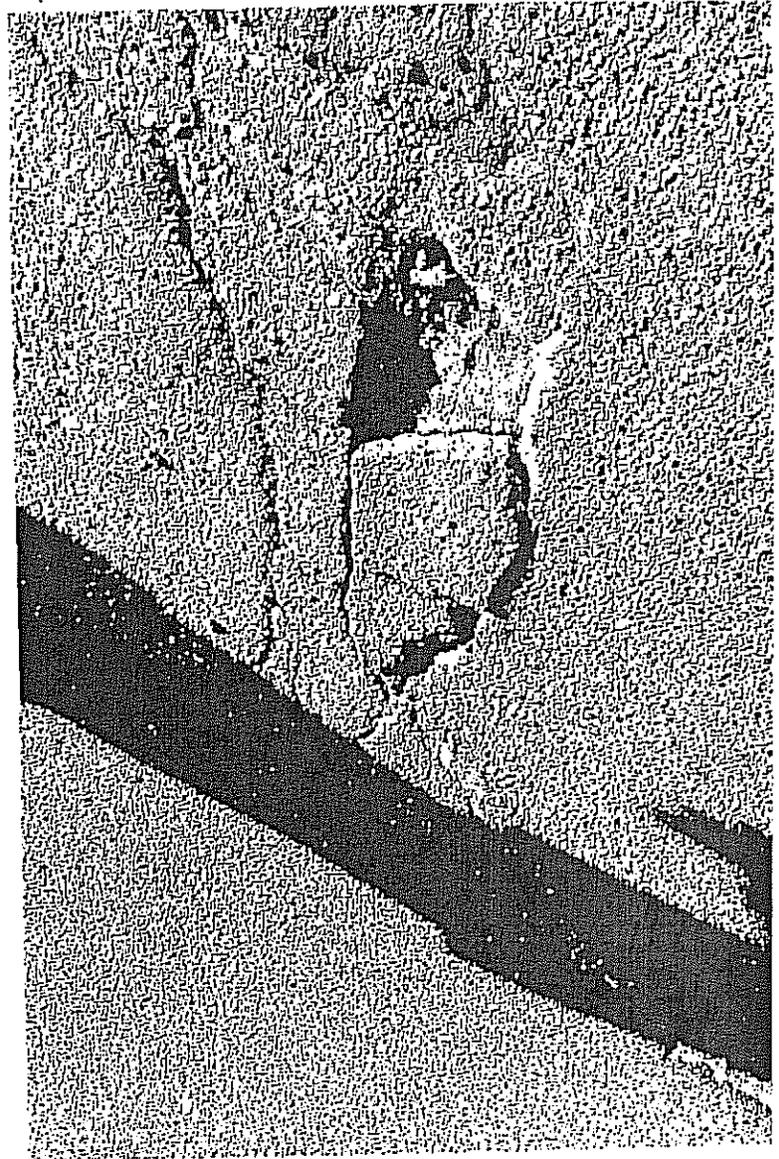
THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH WERE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. NATURALLY, THIS ESTIMATE CANNOT COVER SUCH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



driver side door



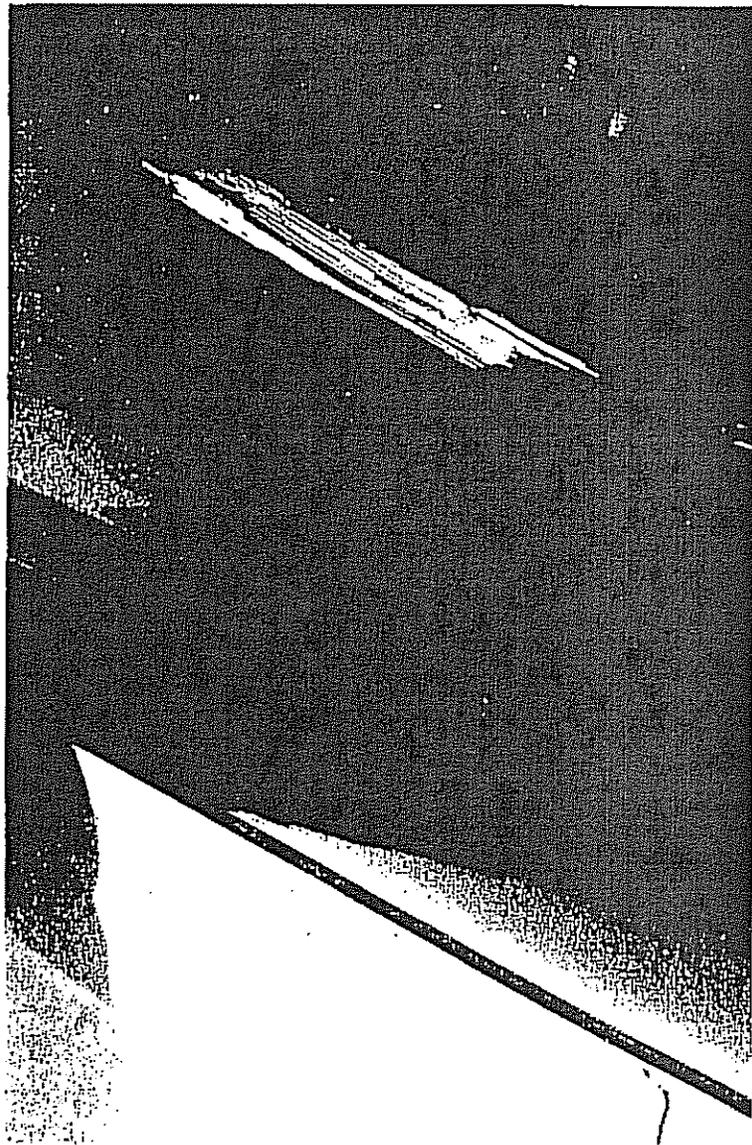
picture of piece
of asphalt that
hit car



spot where
asphalt came
from



spot where asphalt
came from



driver side door



Council Synopsis

December 10, 2013

5W

Presented by: Robert A. Jackson, Chief of Police

Prepared by: Neil J. Cervenka, Traffic Sergeant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting a donation of thirty-two (32) child safety seats from the Medic Alert Foundation

2. DISCUSSION OF ISSUE:

Police staff who are certified Child Safety Seat Technicians, inspect and install child safety seats. Many community members have child safety seats that are broken, expired, or recalled by the manufacturer. This puts their children's lives in jeopardy should they be involved in a vehicle collision. For many years, a state grant provided funding to purchase child safety seats to replace seats that community members could not afford to replace. Dozens of children were made far safer every year, however, this grant is no more. Medic Alert Foundation saw the tremendous impact this program has on the community and offered to assist. They purchased thirty-two (32) child safety seats valued at approximately \$1,370 and wish to donate them to us to continue this program so vital to the community.

3. BASIS FOR RECOMMENDATION:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Total amount donated valued at \$1,919.05 including tax and shipping.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). The Council may choose not to accept this donation. Staff does not recommend this alternative, as these donated child safety seats can only be used for their intended purpose - saving the lives of children.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING A }
DONATION OF THIRTY-TWO (32) CHILD }
SAFETY SEATS FROM THE MEDIC ALERT }
FOUNDATION }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the City of Turlock Police Department Traffic Safety Unit operates the Child Safety Seat program which utilizes professionally trained employees to install child safety seats which are given to community members who are in financial need free of charge, and;

WHEREAS, previous grants and funding sources that provided the child safety seats have ended are no longer available; and;

WHEREAS, the Medic Alert Foundation has purchased thirty-two (32) child safety seats in various configurations and wishes to donate them to the Turlock Police Department Traffic Safety Unit to continue this program; and;

WHEREAS, these child safety seats will be used to replace broken, expired, and recalled child safety seats that endanger the lives of children.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept a donation of thirty-two (32) child safety seats from the Medic Alert Foundation.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

7A
December 10, 2013

From: Tim Lohman, Fire Chief

Prepared by: Robert E. Boyd, Neighborhood Services Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Assessing properties for abatement costs and establishing a lien for payment

2. DISCUSSION OF ISSUE:

The City Council has previously declared certain weeds, obnoxious growth, and other debris on property and abandoned vehicles to be a nuisance and the City has ordered abatement of such nuisances on certain properties.

3. BASIS FOR RECOMMENDATION:

Assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount of fifty-eight percent (58%) of the cost of the abatement.

Strategic Plan Initiative: G) Social Infrastructure – Housing Resources

Goal(s): 1(a)(i) Nuisance abatement

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

Budget Amendment: Reimbursement costs of abatement plus administrative fee of 58% into account 110-20-220.35062 "Abatement Revenue."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A). Council may wish to consider not assessing the property owners for reimbursement of abatement costs plus administrative fees. This would put a financial burden on the budget.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING }
PROPERTIES FOR ABATEMENT COSTS }
AND ESTABLISHING A LIEN FOR }
PAYMENT }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the City Council has previously declared certain weeds, obnoxious growth and other debris on property and abandoned vehicles to be a nuisance, and the City has ordered abatement of such nuisances on certain properties; and

WHEREAS, the City Council has held a hearing on the costs assessed to the owners of properties containing such nuisances and abated by the City, together with administrative costs of fifty-eight (58%) percent of the cost of the abatement; and

WHEREAS, the City Council has heard objections to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby confirm that the assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES: Councilmembers DeHart, Nascimento, Bublak, White and Mayor Lazar
NOES: None
NOT PARTICIPATING: None
ABSENT: None

ATTEST:

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

EXHIBIT "A"

NAME OF OWNER	LOCATION OF PROPERTY	ABATEMENT		AMOUNT ASSESSED
		DATE	NUMBER	
PIRO ENTERPRISES INC 3881 CROWELL RD TURLOCK CA 95382	NORTH GOLDEN STATE BLVD	9/13/13	087-001- 055-000	\$511.22
PRIO ENTERPRISES INC 3881 CROWELL RD TURLOCK CA 95382	0 ATHERSTONE/TEG NER	9/13/13	087-001- 054-000	\$229.76
PRIO ENTERPRISES INC 3881 CROWELL RD TURLOCK CA 95382	LOTS ON SEAN WILLOW PL, ROBERTS RD, AND GOLDEN STATE BLVD	9/13/13	087-027- 001-000	\$719.06
PRIO ENTERPRISES INC 3881 CROWELL RD TURLOCK CA 95382	4150 N GOLDEN STATE BLVD	9/13/13	087-029- 004-000	\$614.53
RAMSON & HELEN PRIO 3881 CROWELL RD TURLOCK CA 95382	3606 N GOLDENSTATE BLVD	9/13/13	087-030- 008-000	\$317.07
SARGON B. BAHRAMI 255 BERNELL AVE TURLOCK CA 95380	255 BERNELL	9/13/13	050-014- 044-000	\$158.54



Council Synopsis

December 10, 2013

7B

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the written report describing the measures that have been taken to alleviate the conditions which led to the adoption of the interim ordinance prohibiting the issuance of mobile food facilities permits in the Downtown Core Zoning District

Ordinance: Extending an Interim Ordinance prohibiting the issuance of Mobile Food Facilities Permits in the Downtown Core Zoning District of the City of Turlock for a period of ten (10) months and fifteen (15) days, pursuant to California Government Code §65858

2. DISCUSSION OF ISSUE:

The City of Turlock received a letter from the Turlock Downtown Property Owners Association requesting that the City study the mobile food facilities regulations contained in TMC 9-2-125 and its application in the Downtown Core Zoning District. TMC 9-5-112(c) states that amendments to the Zoning Ordinance may be initiated by adoption of a resolution of intention by either the City Council or the Planning Commission. Both the City Council and the Planning Commission have approved resolutions of intention to study the mobile food vendor regulations related to the Downtown Core Zoning District.

On November 12, the City Council adopted an interim ordinance as an urgency measure prohibiting the issuance of mobile food facility permits in the Downtown Core Zoning District for a period of forty-five (45) days. The City Council exempted an existing permit application submitted by Christopher Shawn from the provisions of the urgency measure. That urgency measure will expire on December 27, 2013. In order to keep the moratorium in place, the City Council will need to extend the interim ordinance.

Staff has prepared a written report for Council's approval and issuance which describes the measures that have been taken to alleviate the conditions which led to the adoption of the interim Ordinance on November 12, 2013, prohibiting the issuance of mobile food facilities permits in the Downtown Core Zoning District. (See Exhibit A)

Staff is requesting that the interim ordinance be extended for the maximum period allowed under State Law- ten (10) months and fifteen (15) days. A second extension of one year is allowed under State Law; however, staff expects to have any ordinance amendment before the Planning Commission and City Council well before it is necessary to extend the interim ordinance a second and final time.

3. BASIS FOR RECOMMENDATION:

A. The community has concerns that the continued issuance of mobile food facility permits in the Downtown Core conflicts with the goals of the Downtown Zoning Regulations and Design Guidelines which are:

- To ensure the current and future success of the Downtown by preserving and enhancing its unique historic character and to encourage future development that is compatible with the overall feel of Downtown.
- To protect and enhance the pedestrian environment and accessibility in and around the Downtown Core Area.
- To conserve the traditional character of the immediate surrounding residential neighborhoods while guiding future development for use and reinvestment through alternative uses.
- To promote renovation of historic buildings in Downtown and promote new investment and construction.

B. The Strategic Plan includes actions to establish a new CFF to mitigate the public service impacts of new development:

Strategic Plan Initiative C. ECONOMIC DEVELOPMENT

- Goal(s):** m. Explore value-added opportunities and ensure a balanced community between restaurants, entertainment, housing, business, and special events:
- i) Turlock Regional Industrial Park
 - ii) Downtown
 - iii) Convention and Visitor's Bureau
 - iv) Business and Recruitment

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Preparation of the ordinance amendment will have an impact on staff resources; however, staff is already in the process of comprehensively updating the City's Zoning Ordinance and this effort can be incorporated into that effort.

5. CITY MANAGER'S COMMENTS:

Recommends approval.

6. ENVIRONMENTAL DETERMINATION:

The extension of the interim ordinance to impose a moratorium on the issuance of mobile food facilities permits in the Downtown Core zoning district is exempt for review under the California Environmental Quality Act (CEQA) as it is not a project, and / or it is a planning study, and / or it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and / or the Ordinance has no potential for resulting in a change in the physical environment either directly or indirectly, pursuant to 14 CCR sections 15060(c)(2) and (3), 15061(b)(3), 15262 and 15378.

7. ALTERNATIVES:

- A). The City Council may choose not to extend the ordinance. Staff does not recommend this option as it will not be possible to hold discussions with all of the parties affected by any proposed changes and bring back a recommended ordinance within 45 days.



DEBRA A. WHITMORE
DEPUTY DIRECTOR
dsoiseth@turlock.ca.us

DEVELOPMENT SERVICES
PLANNING DIVISION

156 S. BROADWAY, SUITE 120 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5542 EXT 2219 | FAX 209-668-5107 | TDD 1-800-735-2929

MEMORANDUM

November 22, 2013

TO: Turlock City Council

FROM: Debra Whitmore, Deputy Director of Development Services/Planning

SUBJECT: WRITTEN REPORT DESCRIBING THE MEASURES THAT HAVE BEEN TAKEN TO ALLEVIATE THE CONDITIONS WHICH LED TO THE ADOPTION OF THE INTERIM ORDINANCE PROHIBITING THE ISSUANCE OF MOBILE FOOD FACILITIES PERMITS IN THE DOWNTOWN CORE ZONING DISTRICT

On November 12, the Turlock City Council adopted an interim ordinance, as an urgency measure, to prohibit staff from issuing mobile food facilities permits in the Downtown Core Zoning District. Concurrent with that action, both the City Council and the Planning Commission approved resolutions of intention to initiate studies of the mobile food regulations in response to a request from the community.

In order to carry out this direction, staff has scheduled a workshop with the Planning Commission for December 5 to begin the process of studying the mobile food facility regulations. Notices will be mailed to all of the property owners in the Downtown Core zoning district. Notices will also be sent to the members who spoke at the City Council meeting on November 12. The representatives from the Turlock Downtown Property Owners Association that spoke on November 12 will be notified through the Association by sending an e-mail notice to the executive officer of the Association.

Prior to the workshop on December 5, staff will survey other jurisdictions within the San Joaquin Valley and other major urban areas to see how mobile food facilities are being regulated in downtown business districts. A survey conducted through the League of Cities list serve was completed in 2011. The results of that survey will be reviewed and investigated for its relevancy to this topic.

The purpose of the workshop is to review the regulations of the City, provide an overview of regulations adopted by other jurisdictions, and allow the public to provide their input to the Planning Commission in studying this issue.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF EXTENDING }
AN INTERIM ORDINANCE PROHIBITING }
THE ISSUANCE OF MOBILE FOOD }
FACILITIES PERMITS IN THE }
DOWNTOWN CORE ZONING DISTRICT }
OF THE CITY OF TURLOCK FOR A }
PERIOD OF TEN (10) MONTHS AND }
FIFTEEN (15) DAYS, PURSUANT TO }
CALIFORNIA GOVERNMENT CODE }
§65858 }

ORDINANCE NO.

WHEREAS, the City of Turlock received a request from an interested person to study the Mobile Food Facilities regulations contained in Turlock Municipal Code §9-2-125 and its application in the Downtown Core Zoning District; and

WHEREAS, State law regulates mobile facilities, including mobile food trucks, within the State but allows local government to adopt by resolution or ordinance local time, place and manner restrictions in order to protect the public's safety; and

WHEREAS, on November 7, 2013, the Planning Commission adopted a resolution of intention to study the regulations regarding mobile food facilities (Turlock Municipal Code §9-2-125) in the Downtown Core Zoning District pursuant to Turlock Municipal Code §9-5-112; and

WHEREAS, on November 12, 2013, the City Council adopted a resolution of intention to study the regulations regarding mobile food facilities (Turlock Municipal Code §9-2-125) in the Downtown Core Zoning District pursuant to Turlock Municipal Code §9-5-112; and

WHEREAS, the Turlock City Council intends to have staff and/or the Planning Commission study and initiate, if appropriate, amendments to Turlock Municipal Code §9-2-125 regarding Mobile Food Facilities; and

WHEREAS, it may take several months for the staff and/or Turlock Planning Commission to initiate and review the studies they deem necessary and appropriate to make a recommendation to the City Council regarding the approval of any new regulations and/or amendments to any existing regulations related to Mobile Food Facilities within the Downtown Core Zoning District and develop a proposal for consideration by the Turlock City Council; and

OK for Agenda
[Signature]

WHEREAS, the City Council desires to address the potential conflict between the Turlock Municipal Code and community concerns regarding the establishment of Mobile Food Facilities in the Downtown Core Zoning District and it is necessary for the City of Turlock to study the potential impact that such facilities have on the goals, objectives, and standards established in the Downtown Zoning Regulations and Design Guidelines; and

WHEREAS, an interim ordinance was adopted, as an urgency measure, by the City Council on November 12, 2013, establishing a 45-day moratorium in the issuance of mobile food facilities permits in the Downtown Core Zoning District with the exception of the permit submitted by Christopher Shawn on October 30, 2013, for the location at 201 W. Main Street in Turlock, California; and

WHEREAS, the urgency measure will expire on December 27, 2013; and

WHEREAS, California Government Code §65858 allows the City Council to extend the interim ordinance for ten (10) months and fifteen (15) days, after providing public notice pursuant to Section 65090 and holding a public hearing; and

WHEREAS, a notice of the public hearing regarding a ten (10) months and fifteen (15) day extension of the interim ordinance prohibiting the issuance of mobile food facilities permits in the Downtown Core Zoning District was published in the Turlock Journal on November 27, 2013 pursuant to California Government Code Section 65090; and

WHEREAS, on December 10, 2013, the City Council held a duly noticed public meeting and hearing to consider the adoption of this Ordinance extending the interim ordinance prohibiting the issuance of mobile food facilities permits in the Downtown Core Zoning District for a further period of ten (10) months and fifteen (15) days; and

WHEREAS, the City Council has determined that it is necessary to extend a temporary moratorium on land use, building permit, business license, and any and all other City approvals to operate Mobile Food Facilities in the Downtown Core Zoning District, in order to provide sufficient time for staff and/or the Planning Commission to analyze, prepare and present to the City Council proposed regulations related to Mobile Food Facilities in the Downtown Core Zoning District; and

WHEREAS, the City Council finds and declares that the temporary moratorium established by this interim ordinance is being extended for the minimum time necessary for staff and/or the Planning Commission to complete its analysis and provide its recommendation; and

WHEREAS, an interim ordinance to impose a moratorium on the issuance of Mobile Food Facilities permits in the Downtown Core Zoning District is exempt from review under the California Environmental Quality Act (CEQA) as it is not a project, and/or it is a planning study, and/or it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and/or the Ordinance has no potential for resulting in a change in the physical environment either directly or indirectly, pursuant to 14 CCR sections 15060(c)(2) and (3), 15061(b)(3), 15262 and 15378.

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

SECTION 1. FINDINGS: The City Council of the City of Turlock finds and determines as follows:

A. The City finds and determines the foregoing recitals to be true and correct and hereby makes them part of this Ordinance.

B. The City Council finds that it may be necessary to modify Turlock Municipal Code §9-2-125 (Mobile Food Facilities) in the Downtown Core Zoning District.

C. The City Council finds that granting land use, building permits, business license, and any and all other City approvals to operate Mobile Food Facilities in the Downtown Core Zoning District could result in an adverse visual impact to permanent businesses and thus poses a current and immediate threat to public health, safety and welfare. In addition, the City Council finds that allowing the establishment and operation of Mobile Food Facilities in the Downtown Core Zoning District while the City studies its zoning ordinance poses a current and immediate threat to the public health, safety, and welfare.

D. The adoption of an interim ordinance to extend a moratorium on the issuance of Mobile Food Facilities permits in the Downtown Core Zoning District is exempt for review under the California Environmental Quality Act (CEQA) as it is not a project, and/or it is a planning study, and/or it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and/or the Ordinance has no potential for resulting in a change in the physical environment either directly or indirectly, pursuant to 14 CCR sections 15060(c)(2) and (3), 15061(b)(3), 15262 and 15378.

E. The City Council directs all studies be pursued as expeditiously as possible. Failure to extend this interim ordinance may create conflicts with or frustrate potential updates and revisions to the City's Zoning Ordinance and/or Municipal Code.

F. The City Council finds that this is a matter of citywide importance and is not directed towards any particular parcel of property or Mobile Food Facility operator.

SECTION 2. APPLICABILITY. Notwithstanding any provision of the Turlock Municipal Code, this Ordinance shall apply to all land use, building permit, business license and any and all other City applications and/or any and all other licenses or permits submitted to the City after the effective date of this Ordinance for the operation of Mobile Food Facilities within the Downtown Core Zoning District.

SECTION 3. IMPOSITION OF TEMPORARY MORATORIUM:

A. Based on the findings in this Ordinance including the referenced staff report and attachments, the City Council extends a temporary moratorium, pursuant to California Government Code §65858 by ten (10) months and fifteen (15) days, prohibiting approval or issuance of any land use permit, building permit, business license and/or any and all other City permits, licenses, or approvals in the Downtown Core Zoning District, for the operation of Mobile Food Facilities as defined in Turlock Municipal Code §9-2-125 (Mobile Food Facilities).

B. This interim ordinance shall be effective immediately upon adoption by at least a four-fifths (4/5) vote of the City Council and the temporary moratorium and interim ordinance shall remain in effect for a period of ten (10) months and fifteen (15) days from the date of adoption, unless further extended in accordance with California Government Code §65858 or permanent regulations are adopted to address the public health, safety, and welfare issues related to Mobile Food Facilities in the Downtown Core Zoning District.

C. This Ordinance is an interim ordinance adopted pursuant to California Government Code §65858, and is for the immediate preservation of the public safety, health, and welfare. The facts constituting the need to extend the moratorium include, but are not limited to: The establishment of Mobile Food Facilities in the Downtown Core Zoning District could have an immediate adverse visual impact on permanent businesses in the Downtown Core Zoning District, and may conflict with the goals, policies, and programs established in the Turlock Downtown Zoning Regulations and Design Guidelines.

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 10th day of December, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 10th day of December, 2013.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

8A
December 10, 2013

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

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities Division
Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the renaming of Centennial Park to "Centennial-Swanson Park" and accepting a donation in the amount of \$35,000 from Pet Extreme and the Swanson family to construct a dog park at that facility

2. DISCUSSION OF ISSUE:

On August 14, 2013 the Parks, Recreation and Community Programs Commission received a request to accept a \$35,000 donation from Pet Extreme, (a local business in Turlock owned by the Swanson Family), to construct a dog park at Centennial Park. The City was asked to contribute the remaining engineering costs associated with managing the project. Since Pet Extreme would be the sole donor, if approved, a single sign recognizing Pet Extreme for their donation would be erected on site. The Commission was very appreciative of the Swanson Family's generosity and support of such an important community project. The construction of a dog park at this location has been a goal of the Commission and the community; however a lack of funding has prevented the project from moving forward.

Coupled with the donation was a request to rename Centennial Park, "Swanson Park", in recognition of the contributions the family has made to Turlock over the last 100 years. Examples of these contributions are listed in the "Request to Rename City Facilities" application, attached as Exhibit "A". Some Commissioners expressed concern about losing the Centennial reference given the significance of our City's history and the fact that many people participated in purchasing and planting the 100 trees in the park. Centennial Park was originally named in November of 2007 in celebration of the City's 100th anniversary. As part of the naming of the park, a "centennial" tree was planted and a plaque with names of those who donated trees to the park was set in concrete near the tree. If the renaming request is approved, the centennial tree and plaque will remain as an important element of the park.

At the August 14, 2013 meeting, the Commission voted not to accept the donation and renaming request. The primary concern was about losing the "Centennial" reference in the park's name. During the discussion, several Commissioners offered naming alternatives in order to alleviate concerns about losing the Centennial reference. As requested, staff took these suggestions back to the Swanson Family for consideration. One of the alternatives the Commission put forth was renaming the park "Swanson Centennial Park". This reference is unique because it honors the City's historical event and at the same time recognizes the contributions of the Swanson Family to Turlock over the last 100 years. The Swanson Family respected the concerns of the Commission and was agreeable to renaming Centennial Park, "Swanson Centennial Park".

On November 13, 2013 staff brought the item back before the Parks, Recreation and Community Programs Commission as requested, with the proposed change to the renaming of Centennial Park. During the discussion, the majority of the commissioners were agreeable to the proposed "Swanson Centennial Park" renaming. However, once again concerns were raised about the significance of the "Centennial" reference and the fact that it would be secondary to the "Swanson" name. Suggestions to add a hyphen between the two names and reorder the reference to "Centennial-Swanson Park" were made and found acceptable to all parties. It was recognized that ultimately the City Council would make the final decision on the renaming and would determine the final naming reference. The Commission voted 4 in favor and 1 not in favor of recommending the renaming of the park and acceptance of the donation, with 1 recusing due to a potential conflict of interest.

3. BASIS FOR RECOMMENDATION:

- A) On July 12, 2011 council approved the recommendation from the Parks, Recreation and Community Programs Commission to establish an off leash dog park at Centennial Park. The projected cost for the dog park including engineering costs was estimated at \$44,684.
- B) The Role of the Parks, Recreation and Community Programs Commission is to advise the City Council and staff in matters pertaining to parks, recreation, community programs and related facilities.
- C) This project meets the objective set forth in the City Council's Strategic Plan. Policy Initiative Community Programs, Facilities and Infrastructure: Goal a-iv) Community Infrastructure: Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize.

D) Resolution 2008-154 directs the Parks, Recreation and Community Programs Commission to recommend the naming of City facilities with final approval given by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

\$44,684 - Estimated cost of the new dog park.

\$35,000 - Donation for the development of the new dog park.

\$9,684 - Estimated remaining engineering costs covered by the City. The specific funding source will be identified when the construction bid is awarded.

\$4,000 - Estimated cost of the new park sign paid for by the Swanson Family.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council could reject the Parks, Recreation and Community Programs Commissions recommendation of renaming Centennial Park and forgo the \$35,000 donation from the Swanson Family and Pet Extreme.

B. Council could accept the recommendation to rename Centennial Park, "Swanson-Centennial Park" and accept the donation from the Swanson Family and Pet Extreme.

C. Council could accept the recommendation to rename Centennial Park, "Turlock Centennial-Swanson Park" and accept the donation from the Swanson Family and Pet Extreme.

EXHIBIT A

CITY OF TURLOCK

Naming of City Owned Facilities to recognize an Individual or Organization

NOMINATION FORM

Nomination for consideration in the naming of a City-owned facility. Please type or print clearly and submit to the office of

Park, Recreation & Community Commission, Chair
City of Turlock
144 S. Broadway, Turlock CA 95380
Telephone: 668-5594
Fax: 668-5619

Date 5/10/13

I. Individual/organization submitting name: Swanson Family

Address: 5213 W Main Street Telephone: 209-667-2708 Fax: 209-656-1413

II. Nominee: (circle one) Individual Organization Club

1. Name: _____ Telephone: _____

2. Mailing Address: _____ Zip Code: _____
Number of Years in Turlock area 100

Recommended Name of Facility Swanson Park
Location of Facility Centennial Park

Explanation of why this individual / organization should be considered. (This information will be used by the Commission to determine the basis for their decision.) (Use additional paper if needed).

See Attached

Name of Chair Reviewing Nomination: _____ Date _____

In 1903 Swedish immigrant Fredrick Swanson brought his wife and 6 children to Turlock, CA. Today, 5 generations later, the family is still farming and running numerous businesses in the area. The family started with a Turkey operation in 1942 founded by Elwood Swanson, and have grown to more than a dozen companies, which employ hundreds of people in each of their respective communities. They are leaders in Agri-business, manufacturing, and the Pet-supply business. The Agribusiness person of the year award has been given to 3 generations of Swansons. The Creation Lab, one of their many companies, has produced many albums, and the multi award winning movie: "Turlock, A Historical Documentary."

Their involvement doesn't stop with the business sector. They serve on several boards, and help with many community and outreach programs. They support various missions, and have brought several musical artists for free concerts to help share the gospel message on many occasions, while raising money for various outreach programs.

Most family members reside in Turlock, and it is their desire to keep Turlock a safe and thriving community.

City Of Turlock Naming of City Facilities Policy and Procedure

Purpose:

To define the policies, responsibilities and procedures associated with the naming of future City facilities. This policy will not pertain to existing facilities or facilities currently being constructed.

Background:

The City of Turlock has lacked of a uniform policy to assist the City Council and guide staff in the naming of City Facilities, including buildings, support facilities, park sites and recreation facilities. Thus far four (4) facilities have been named after noted community individuals. First was Donnelly Park after the late State Senator Hugh P. Donnelly; Second was the Pedretti Park Sports Complex after the late Turlock High School teacher/coach Ezio Atch Pedretti, and thirdly was the Rube Boesch Center after the late City of Turlock Public Works Director/former Lyons Club member, and lastly was Christoffersen Park after the late former Mayor Enoch Christoffersen. Additional facilities were named after a noted community family (i.e., Crane Park, Gallison Parkway), specific street location or sponsoring organization.

The development of a Policy/Procedure to guide the naming of City facilities is intended to enable the process to be applied in an equitable, objective and consistent manner.

Policy:

- **General**

The policy of the City is to name facilities in a manner that will provide an easy and recognizable reference for the City's customers. Naming options will always include using a name based on the facilities geographic location. However, this policy establishes conditions for the consideration of naming facilities based on other factors.

- **Geographic Location**

Whenever possible, all City facilities will be named for their geographic location. The geographic location may be based on the identification of the facility with a specific place, neighborhood, major street, regional area of the City/or the City itself if the facility is deemed to serve the entire community or county.

- **Other Considerations**

Consideration of names for facilities may also include a prominent form of topography, prominent bush or tree and historical precedent.

- **Individual/Organizational Recognition**

The naming of the City facilities in honor of individuals or community organizations may be considered under the following conditions: The individual, their family or a community organization has made exceptional contributions to the city, including one or more of the following: a) financial gifts: b) public service as an elected official: c) public service as a community volunteer: and d) long term sponsorship agreements.

There should be a well-defined connection between with the contributions of the individual or community organization and the city facility.

The significance of the contribution from the individual/organization needs to be evaluated in terms of the service impact of the City facility. Individuals and organizations that have made contributions of regional or community wide significance may be considered for naming of facilities that serve the region/community. Individuals and organizations that have made contributions of a particular area or neighborhood wide significance may be considered for the naming of facilities that serve areas or neighborhoods within the city, including recreational and other amenities within city parks.

Procedure:

- A. At least 180 days prior to opening a new city facility, City Council shall direct the Park, Recreation & Community Commission to review and make recommendations on the naming of the City facility. The commission will use this policy in recommending a name for the site or facility. The commission should solicit ideas and suggestions from the community.
- B. Groups or individuals may submit recommendations for a name in writing (Exhibit A). Recommendations may also come from other City boards and or commissions. All recommendations will be given the same consideration without regard to the nomination source.
- C. The Park, Recreation & Community Commission will make recommendations to the City Council. (The City Council is responsible for the final approval of the proposed name.)
- D. Each facility will be named by a separate nomination process and will be evaluated by the commission.
- E. **The FINAL decision on naming of facilities rests with the Turlock City Council.**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE }
RENAMING OF CENTENNIAL PARK TO }
"CENTENNIAL-SWANSON PARK" AND }
ACCEPTING A DONATION IN THE AMOUNT }
OF \$35,000 FROM PET EXTREME AND }
THE SWANSON FAMILY TO CONSTRUCT }
A DOG PARK AT THAT FACILITY }
_____ }

RESOLUTION NO. 2013-

WHEREAS, the Role of the Parks, Recreation and Community Programs Commission is to advise the City Council and staff in matters pertaining to parks, recreation, community programs and related facilities; and

WHEREAS, this project meets the objective set forth in the City Council's Strategic Plan. Policy Initiative Community Programs, Facilities and Infrastructure: Goal a-iv) Community Infrastructure: Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize; and

WHEREAS, Resolution No. 2008-154 directs the Parks, Recreation and Community Programs Commission to recommend the naming of City facilities with final approval given by the City Council; and

WHEREAS, on November 13, 2013 a motion was made and passed by the Parks, Recreation and Community Programs Commission recommending the renaming of Centennial Park and the acceptance of the dog park donation.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the renaming of Centennial Park to "Centennial-Swanson Park" and accepting a donation in the amount of \$35,000 from Pet Extreme and the Swanson Family to construct a dog park at that facility.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

December 10, 2013

8B

From: Michael Cooke, Municipal Services Director

Prepared by: Michael Cooke, Municipal Services Director
Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing staff to proceed with the property owner notification requirements of Proposition 218 for the consideration of increasing water rates and establishing a hearing date of February 11, 2014

2. DISCUSSION OF ISSUE:

Staff Recommendations

1. Proceed with the requirements of Proposition 218 to allow for public notification and a protest election prior to the City Council's consideration of a series of water rate increases.
2. Adopt a series of five (5) water rate increases (2014-2018) for a "groundwater only" system as the preferred alternative at this time. These rate increases are fairly modest in comparison to the rates necessary for a surface water supply. Such an approach, while not ideal, has merit given the fact that an agreement has yet to be reached with the Turlock Irrigation District (TID) for the Regional Surface Water Supply Project (RSWSP)
3. Continue to pursue participation in the Stanislaus Regional Water Authority for the RSWSP and continue negotiations with the TID to supply water for the Project.
4. Recognize that should the RSWSP proceed, rates must be increased significantly and that a second round of notifications and a protest election would have to be held, perhaps only 18-24 months from now. However, given the current structural deficit in the Water Enterprise Fund, staff recommends that the Council not delay rate increases any longer. It is important that the Water Enterprise Fund be placed on a more stable financial footing as soon as possible, regardless of the status of the RSWSP.
5. Adopt a rate implementation schedule of no later than July 1st, 2014 for the first rate increase, January 2015 for the second rate increase (approximately 6 months later), and then every January 1st thereafter. Alternatively, the council may elect a larger initial rate increase in July 2014 and delay the subsequent rate increase until January 2016 (18 months later).

Updated Information

On August 27, 2013 the City Council held a workshop to review the findings of the 2013 Water Rate and Water Fee Connection Study. The Council took no action at that time. Since August, in response to the discussion at the workshop, the following additional analysis was completed:

- a. A focused review of the long-term costs of upgrading the City's groundwater supply system should the City choose not to proceed with a surface water supply.
- b. Revisions to the capital cost estimates for the surface water supply project, particularly the various facilities necessary to interconnect the surface water with the existing groundwater system.
- c. Detailed cost comparisons of two future scenarios:
 - Groundwater Only
 - Groundwater + Surface Water
- d. Negotiations on the surface water project continue between the Turlock Irrigation District (TID) and the Stanislaus Regional Water Authority (SRWA), a joint powers authority of Turlock, Ceres, and Modesto. Councilmember White is Turlock's representative on the SRWA board.

While productive negotiations continue with the TID, it is apparent that an agreement will not be reached in the near future. Therefore, it is recommended that the rate increases necessary for construction of the RSWSP be delayed until the project has reached a more advanced stage. In the meantime, rate increases are necessary to improve the Water Enterprise Fund's financial situation.

Should the RSWP come to fruition, a new water rate schedule will have to be adopted. A rate schedule for the RSWSP project will necessitate a second round of property owner notifications and a protest election pursuant to Proposition 218 – perhaps only 18-24 months from now.

Findings

- If the City remains with a groundwater only system, customer bills will still require significant increases over the next 10 years to fund groundwater-related capital improvements, such as wellhead treatment.
- Rate increases are essential for the City to comply with the debt coverage requirement in the City's 2008 water bond covenants.

- The incremental cost of the surface water project compared to a groundwater only system are not as significant as initially projected. For instance by 2023, it is estimated that the average monthly single family bill will be approximately \$12.45 higher with surface water compared to a groundwater only system.
- Surface water costs are somewhat lower than initially projected in August 2013. Using the average monthly bill for a single family home as a frame of reference, the average monthly bill will be approximately \$12.30 less per month than was projected in August (\$83.95 rather than \$96.25).

Table 1. Rate Increases and Average Monthly Bill for a Typical Single-Family Home

	2015	2016	2017	2018	2019	2020	2021	2022	2023
GW	20%	15%	15%	11%	11%	11%	11%	11%	11%
	\$ 28.85	\$ 33.25	\$ 38.20	\$ 42.40	\$ 47.10	\$ 52.20	\$ 57.95	\$ 64.50	\$ 71.50
GW + SW	20%	20%	20%	20%	25%	30%	1%	1%	1%
	\$ 28.85	\$ 34.70	\$ 41.75	\$ 50.20	\$ 62.95	\$ 81.75	\$ 82.85	\$ 83.40	\$ 83.95
Difference	\$ -	\$ 1.45	\$ 3.55	\$ 7.80	\$ 15.85	\$ 29.55	\$ 24.90	\$ 18.90	\$ 12.45

Table 2. Projected Water Rates: Groundwater Only

effective date >	7/1/2014 FY15	1/1/2015 FY16	1/1/2016 FY17	1/1/2017 FY18	1/1/2018 FY19	1/1/2019 FY20	1/1/2020 FY21
Commodity Charge, \$ per 1000 gallons							
Average	\$ 0.49	\$ 0.58	\$ 0.68	\$ 0.77	\$ 0.86	\$ 0.95	\$ 1.06
Single/Multi Residential	\$ 0.53	\$ 0.63	\$ 0.74	\$ 0.84	\$ 0.94	\$ 1.04	\$ 1.15
Commercial/Industrial/Institutional	\$ 0.40	\$ 0.46	\$ 0.54	\$ 0.60	\$ 0.67	\$ 0.74	\$ 0.83
Landscape	\$ 0.56	\$ 0.65	\$ 0.75	\$ 0.84	\$ 0.94	\$ 1.04	\$ 1.15
Capacity Charge, \$ per meter per month							
1" or less	\$ 18.60	\$ 21.20	\$ 24.10	\$ 26.50	\$ 29.40	\$ 32.60	\$ 36.20
1-1/2"	\$ 37.20	\$ 42.40	\$ 48.20	\$ 53.00	\$ 58.80	\$ 65.20	\$ 72.40
2"	\$ 59.60	\$ 67.90	\$ 77.20	\$ 84.80	\$ 94.10	\$ 105.00	\$ 116.00
3"	\$ 131.00	\$ 149.00	\$ 169.00	\$ 186.00	\$ 206.00	\$ 229.00	\$ 254.00
4"	\$ 224.00	\$ 255.00	\$ 290.00	\$ 318.00	\$ 353.00	\$ 392.00	\$ 435.00
6"	\$ 465.00	\$ 530.00	\$ 603.00	\$ 663.00	\$ 735.00	\$ 815.00	\$ 905.00
8"	\$ 893.00	\$ 1,018.00	\$ 1,157.00	\$ 1,272.00	\$ 1,412.00	\$ 1,565.00	\$ 1,738.00
10"	\$ 1,414.00	\$ 1,612.00	\$ 1,832.00	\$ 2,014.00	\$ 2,235.00	\$ 2,478.00	\$ 2,752.00
Customer Charge, \$ per account per month	\$ 2.30	\$ 2.60	\$ 3.00	\$ 3.30	\$ 3.60	\$ 4.00	\$ 4.50

Table 3. Projected Water Rates: Groundwater + Surface Water

effective date >	7/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019	1/1/2020
	FY15	FY16	FY17	FY18	FY19	FY20	FY21
Commodity Charge, \$ per 1000 gallons							
Average	\$ 0.49	\$ 0.60	\$ 0.74	\$ 0.91	\$ 1.15	\$ 1.49	\$ 1.51
Single/Multi Residential	\$ 0.53	\$ 0.66	\$ 0.81	\$ 1.00	\$ 1.25	\$ 1.63	\$ 1.65
Commercial/Industrial/Institutional	\$ 0.40	\$ 0.48	\$ 0.59	\$ 0.71	\$ 0.90	\$ 1.16	\$ 1.18
Landscape	\$ 0.55	\$ 0.67	\$ 0.82	\$ 0.99	\$ 1.25	\$ 1.62	\$ 1.65
Capacity Charge, \$ per meter per month							
1" or less	\$ 18.60	\$ 22.10	\$ 26.30	\$ 31.30	\$ 39.30	\$ 51.00	\$ 51.70
1-1/2"	\$ 37.20	\$ 44.20	\$ 52.60	\$ 62.60	\$ 78.60	\$ 102.00	\$ 104.00
2"	\$ 59.60	\$ 70.80	\$ 84.20	\$ 101.00	\$ 126.00	\$ 164.00	\$ 166.00
3"	\$ 131.00	\$ 155.00	\$ 185.00	\$ 220.00	\$ 276.00	\$ 357.00	\$ 362.00
4"	\$ 224.00	\$ 266.00	\$ 316.00	\$ 376.00	\$ 472.00	\$ 612.00	\$ 621.00
6"	\$ 465.00	\$ 553.00	\$ 658.00	\$ 783.00	\$ 983.00	\$ 1,275.00	\$ 1,293.00
8"	\$ 893.00	\$ 1,061.00	\$ 1,263.00	\$ 1,503.00	\$ 1,887.00	\$ 2,448.00	\$ 2,482.00
10"	\$ 1,414.00	\$ 1,680.00	\$ 1,999.00	\$ 2,379.00	\$ 2,987.00	\$ 3,876.00	\$ 3,930.00
Customer Charge, \$ per account per month	\$ 2.30	\$ 2.70	\$ 3.30	\$ 3.90	\$ 4.90	\$ 6.30	\$ 6.40

Background

When planning for a sustainable reliable water supply for existing and future customers there are two areas to consider – water quality and water supply.

Water Supply

Groundwater is a diminishing resource whose long-term reliability is uncertain. Obtaining surface water to augment the City's drinking water supply will reduce dependency on groundwater and make Turlock less vulnerable to the actions of other groundwater users in the region. It is likely that reduced groundwater pumping by the City of Turlock will allow the localized aquifer to recover, effectively storing or "banking" water for later years. For instance, the City of Modesto began receiving surface water in 1995. Due to reduced pumping, the aquifer in the Modesto area recovered 45 feet in just three years.

A recent study by UC Irvine using NASA data indicates that the aquifer in the San Joaquin Valley is being over-drafted by 800 billion gallons per year. Due to increased agricultural pumping the eastern part of the region, the aquifer has declined over 100 feet. This is known as a "cone of depression" and has impacted groundwater flows in our region. More recently, additional land has been converted to permanent crops, all of which is entirely dependent upon groundwater for irrigation. The impact of this change in land use patterns on the groundwater basin is unknown, but is currently under study. In addition, groundwater is vulnerable to overdraft and the water quality continues to degrade.

In conclusion, the long-term reliability of local groundwater supplies is uncertain. For the City of Turlock to implement its economic development goals, a surface water supply is necessary. Further, the recently adopted Turlock General Plan recognized that the sustainable groundwater supply for Turlock is approximately eight billion gallons per year (24,500 acre feet). It is projected that Turlock could exceed this threshold sometime after 2020.

Groundwater Quality

The City has 24 active groundwater wells, of which 14 are at or above 75% of the maximum contaminant level for certain contaminants regulated by the California Department of Public Health. Historically, groundwater quality decreases over time and water quality regulations continue to become more stringent. As a result, if the City remains on groundwater as the only source for its drinking supply, expensive wellhead treatment will be necessary. Surface water, on the other hand, is of a superior quality and would provide the City the flexibility to blend groundwater and surface water allowing existing wells to remain in use.

Without an additional source of supply, Turlock will have to install wellhead treatment at many of its wells. While this addresses the contaminant issues, it does not reduce the City's dependency on groundwater, the long-term reliability of which is uncertain. Increasing the City's water supply portfolio to include surface water insulates the City to some extent from variations in groundwater quality issues and groundwater extraction within our region.

2008 Water Bond Debt Service Coverage Requirements

The terms (covenants) of the City's 2008 Water Bond require that operational revenues are 120% of operational expenses; this is known as debt service coverage of 1.20.

As noted in the 2012-13 Budget, the Water Fund budget has total budgeted expenses of \$7,623,840 with estimated revenue of \$6,843,805; this leaves a structural deficit of \$780,035. Water rates have not been increased since 2009. Furthermore, the outmoded rate structure for meter-based services was based on the use patterns of commercial and industrial customers – not residential customers. The net result is that the typical single-family customer's bill is \$24.05 per month, about the same as it was seven years ago in 2006. In 2011-12, the City relied on \$560,000 from the rate stabilization reserve to meet its minimum debt coverage requirements. Such deficit spending is not sustainable in the long-term and may adversely impact the credit rating of City's Water Enterprise.

Conclusion

Regardless of the merits or disadvantages of the surface water project, Turlock’s Water Rates must be adjusted to put the Water Enterprise Fund back on a stable financial footing.

Surface water remains the more expensive alternatives – there is a \$12.45 / month “premium” for a surface water system for the typical single family customer. However, this premium secures a long-term stable surface water supply, reduces the City’s reliance on groundwater, allows the aquifer to recover due to reduced pumping by the City, and allows for the implementation of the City’s General Plan and economic development objectives.

Negotiations continue with the TID for the RSWSP. The dialogue is productive with a focus on various options to enhance cooperation between all parties on regional water resource issues. Nevertheless, an agreement is not imminent. In the meantime, staff recommends a series of rate increases for a “groundwater only” system are necessary to improve the Water Enterprise Fund’s fiscal position. Should an agreement be reached with the TID, a second series of rate increases will have to be adopted.

3. BASIS FOR RECOMMENDATION:

- A. To immediately address the fiscal position of the City's Water Enterprise Fund.
- B. To delay a decision on rates for the RSWSP until negotiations have concluded with the Turlock Irrigation District.
- C. To install identified capital improvements necessary to improve the reliability of a “groundwater only” potable water system in the short to medium term.

Strategic Plan Initiative: MUNICIPAL INFRASTRUCTURE

- Goal(s):**
- a. Identify avenues to address current deficiencies
 - vii) Water: replace aging infrastructure as needed
 - b. Address Growth-Related Issues (Current and Future)
 - i) Surface Water Project
 - ii) Water
 - ix) Collaborative regional efforts on water resources planning and management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Rate increases are necessary to eliminate the structural deficit in the Water Enterprise Fund and to bring the City into compliance with the debt coverage requirement of the 2008 Water Bond. Regardless of the preferred alternative, the Water Enterprise Fund is faced with significant capital costs to provide an adequate water supply that meets federal and state drinking water quality requirements.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). The City Council could elect not to proceed with the water rate increases. This alternative is not recommended due to the structural deficit in the Water Enterprise Fund and the debt service coverage requirements of the 2008 Water Bond.

EXHIBIT A – October 29, 2013 Memorandum from Municipal Financial Services, “Update of Water Rates and Cash Flow Using Revised Capital and Operating Expenditures”

EXHIBIT B – Diagram: City of Turlock Potable Well Capacity and Water Quality



EXHIBIT A

October 29, 2013

Mr. Michael Cooke
City of Turlock
Municipal Services Department
156 South Broadway, Suite 270
Turlock, CA 95380

Subject: Update of Water Rates and Cash Flow Using Revised Capital and Operating Expenditures and Revised Water Rate Implementation Dates for FY14 and FY15

Dear Mr. Cooke:

At your request, we evaluated the impact on recommended water rates of two types of revisions: 1) additional projected capital expenditures for groundwater projects and the operating expenditures associated with the additional capital projects; and 2) revised water rate implementation dates for FY14 and FY15. Projected capital and operating expenditures for Surface Water projects were also revised and incorporate fixes to the tabulation of capital and operating expenditures.

Additional Capital and Operating Expenditures for Groundwater Projects

The projected capital and operating expenditures for groundwater projects are additions to the amounts used in the August 2013 *Draft Water Rates and Water Capacity Charges Study* (August Study) for the Groundwater Only scenario.

The additional projected capital and operating expenditures for groundwater projects that are incorporated into the rate evaluation are summarized in Table 1 for the Groundwater Only scenario. Expenditures are for FY14 – FY23 (ten years). Note that the expenditures summarized in Table 1 are in addition to the approximately \$33.5 million of capital expenditures included in the August Study.

Table 1. Additional Projected Groundwater Capital and Operating Expenditures, FY14 – FY23

Scenario and Projects	Capital	O&M	Total
Groundwater Only Scenario			
Wellhead Treatment	\$8,451,153	\$5,338,584	\$13,789,737
Wells for Future Supply	\$5,379,497	\$546,647	\$5,926,144
Storage	\$4,232,274	\$696,472	\$4,928,746
Pipelines, 16" -20"	\$1,689,739	\$148,567	\$1,838,306
Crossings, 30" -36"	\$708,592	\$334,557	\$1,043,150
Total Groundwater Only Scenario	\$20,461,254	\$7,064,828	\$27,526,083

The revisions add approximately \$27.5 million in capital and operating expenditures to the Groundwater Only scenario.

The August Study included approximately \$33.5 million for capital expenditures. Those expenditures included approximately \$15.3 million for groundwater supply projects, \$6.5 million for meter replacements; \$9.2 million for repair and replacement capital projects and \$2.5 million for expansion projects.

As summarized in the table below, total projected capital and operating expenditures for the Groundwater Only scenario for FY14 – FY23 (ten years) are approximately \$130.4 million. Note that \$6.8 million of the \$54.0 million of total capital expenditures are funded by a disbursement from the 2008 Revenue Bond and reduce the amount of cash funded expenditures.

Table 2. Total Projected Groundwater Capital and Operating Expenditures, FY14 – FY23

Scenario and Project Component	Capital	O&M	Total
Groundwater Only Scenario			
Additional Projected Expenditures	\$20,461,254	\$7,064,828	\$27,526,083
August Study Projected Expenditures	\$33,501,350	\$69,402,192	\$102,903,541
Total Updated Projected Expenditures	\$53,962,604	\$76,467,020	\$130,429,624

Revised Capital and Operating Expenditures for Surface Water Projects

The projected capital and operating expenditures for Surface Water projects that are part of the Groundwater and Surface Water scenario are revised to reflect fixes to the tabulation of capital and operating expenditures. The revisions are described in the following paragraphs.

Cost Escalation of Operating Costs related to the Regional Surface Water Supply Project (RSWSP). Projected operating expenditures related to the Regional Surface Water Supply Project were revised from \$12.6 million to \$14.7 million to account for annual cost escalation (an increase of \$2.1 million).

Duplication of Projected Capital Expenditures. Projected capital expenditures for Terminal Facilities related to the Regional Surface Water Supply Project were duplicated. Capital expenditures for a 2 million gallon storage tank were included in both the projected capital expenditures for Terminal Facilities and the list of City-wide capital projects. The error resulted in a duplication of \$7.0 million.

Duplication of Projected Operating Expenditures. Projected operating expenditures related to the Regional Surface Water Supply Project were duplicated in the total expenditures. The error resulted in duplication of \$12.6 million of operating expenditures.

Debt Issued for the Turlock's Share of the Regional Surface Water Supply Project. The portion of capital expenditures for Turlock's Share of Regional Surface Water Supply Project Facilities plus its Terminal Facilities (\$88.1 million) that are cash funded was revised from 19 percent to 24 percent. The amount of cash funded expenditures increased from approximately \$16.7 million to \$21.1 million (an increase of \$4.4 million). The amount of debt service principal and interest payments between FY18 and FY23 decreased from approximately \$31.0 million to \$24.0 million (a decrease of \$7.0 million).

The change was made so that rate increases leading up to the first full year of new debt service (in FY20) could be minimized while still providing net revenues sufficient to satisfy debt coverage requirements. The increase in the use of cash lowered the amount of debt issued which, in turn, lowered the annual debt service, the net revenues needed to satisfy debt coverage requirements and the projected rate increases.

Revised water rate implementation dates for FY14 and FY15

Rate implementation dates for FY14 and FY15 in the August Study were January 1 of each fiscal year. The City's administrative processes and procedural requirements of Proposition 218 render the January 1, 2014 implementation target virtually unattainable.

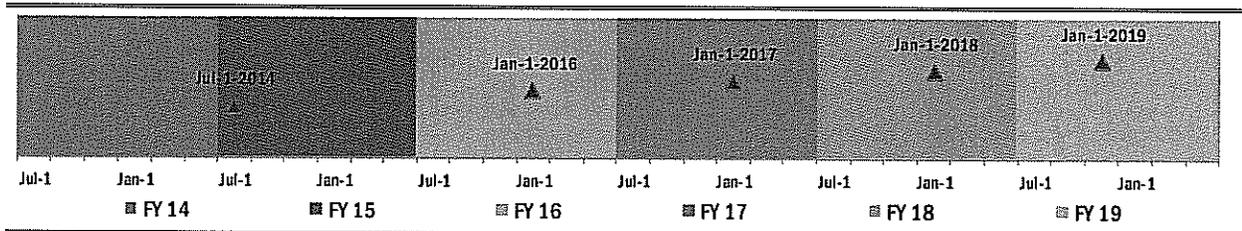
The City now seeks to implement its first rate change late in FY14 before the close of the fiscal year on June 30. For the purposes of rate development, a rate implementation date of July 1, 2014 (the first day of FY15) is used although the actual implementation date may be a few weeks earlier.

With a rate change during June 2014 (or early FY15), a subsequent rate change on January 1, 2015, may not be acceptable. The alternative incorporated in this evaluation includes the next rate change on January 1, 2016 (midway through FY16). There is approximately 18 months between the first scheduled rate change during June 2014 (or early FY15) and the next rate change on January 1, 2016.

Rate implementation dates for FY17 onward are the same as in the August Study – January 1 of each fiscal year.

Rate implementation dates are illustrated in the figure below.

Figure 1. Rate Implementation Dates



The revised water rates for each scenario shown in this letter report are based on the rate implementation dates shown in the above figure. Water rates for each scenario based on different rate implementation dates could be developed upon request.

The impact on cash flow for each scenario, from the August Study and with the revisions noted in this letter, is summarized in the table below.

Table 3. Comparison of Cash flow for Each Scenario from the August Study and Updated Model

	Updated October-2013	Draft Report August-2013		Updated October-2013	Draft Report August-2013
Beginning Balance	\$32,875,965	\$32,875,965	Beginning Balance	\$32,875,965	\$32,875,965
Expenditures			Expenditures		
Operating	\$76,467,020	\$69,402,192	Operating	\$84,113,977	\$69,402,192
Capital, Cash Funded	\$47,162,604	\$26,701,350	Capital, Cash Funded	\$40,838,693	\$26,701,350
Debt Service	\$20,878,200	\$20,878,200	Debt Service	\$44,804,700	\$20,878,200
Total	\$144,507,824	\$116,981,741	Total	\$169,757,371	\$116,981,741
Revenues			Revenues		
Commodity Charges	\$39,532,570	\$30,517,802	Commodity Charges	\$48,734,737	\$30,517,802
Capacity Charges	\$74,787,108	\$58,788,683	Capacity Charges	\$94,052,795	\$58,788,683
Account Charges	\$9,691,203	\$7,189,537	Account Charges	\$11,597,534	\$7,189,537
Other	\$2,280,037	\$2,400,729	Other	\$2,575,856	\$2,400,729
Total	\$126,290,918	\$98,896,751	Total	\$156,960,923	\$98,896,751
Ending Balance	\$14,659,059	\$14,790,975	Ending Balance	\$20,079,517	\$14,790,975
Add/(Use) Fund Balance	(\$18,216,906)	(\$18,084,990)	Add/(Use) Fund Balance	(\$12,796,448)	(\$18,084,990)
Groundwater Only Scenario			Groundwater and Surface Water Scenario		

Cash flow, target and ending fund balances, the debt service coverage ratio and the percent increases in Single Family monthly bills are compared for the two scenarios in the two figures below.

Figures 2 and 3. Cash Flow and Other Metrics for Each Scenario

Figure 2. Groundwater Only Scenario

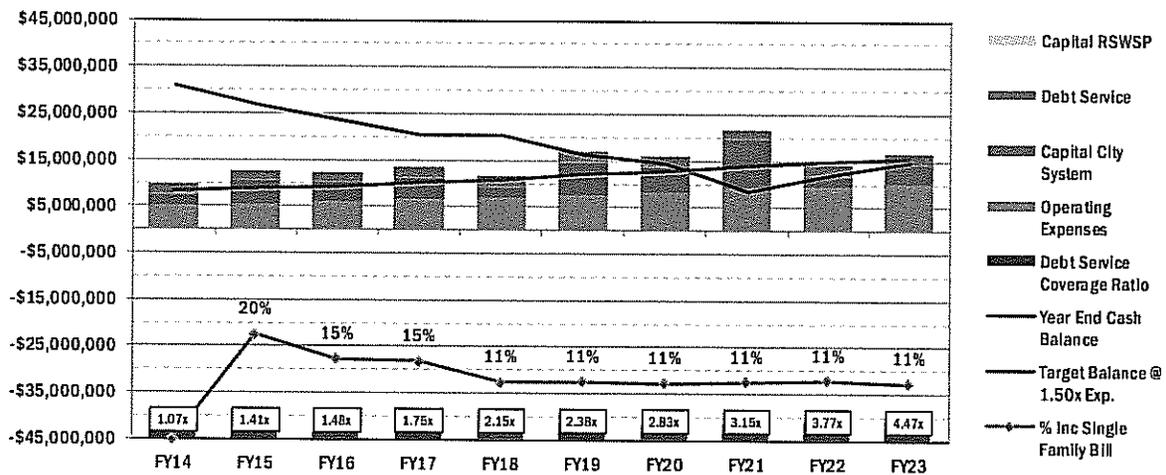
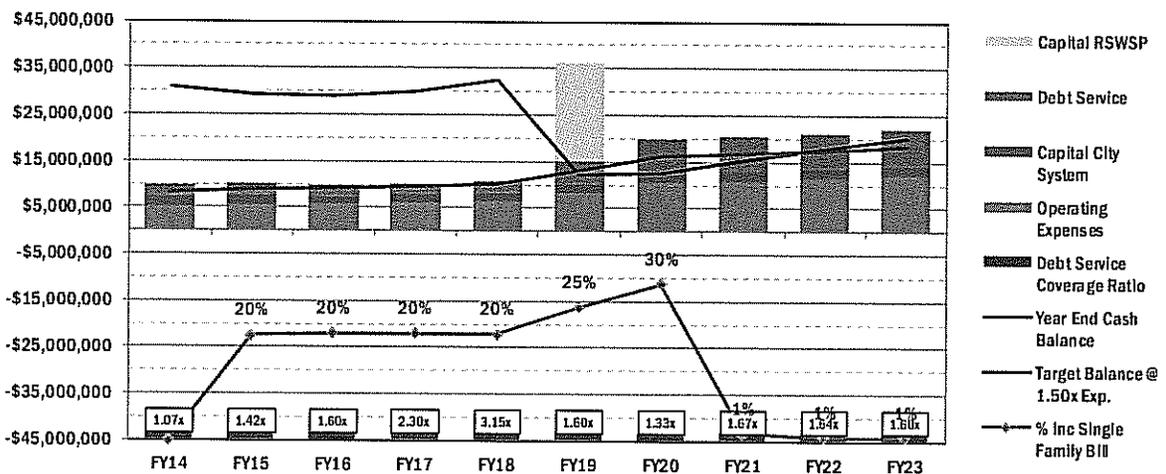


Figure 3. Groundwater and Surface Water Scenario



Debt Service Coverage Requirements

Water rates are set to generate Net Revenues equal to 140 percent of the estimated debt service with the exception of fiscal years FY14 through FY16. The debt service coverage ratios for each scenario, as calculated using a simple, industry standard approach, do not demonstrate compliance with debt covenants. During this time period, it is anticipated that the City will utilize extraordinary methods to demonstrate compliance with its debt covenants. Note that new debt service for the RSWS is projected to begin in FY19.

Mr. Michael Cooke

October 29, 2013

Page 6 of 9

Evaluation of the City's debt coverage according to the City's debt agreements has not been performed Municipal Financial Services. The debt service coverage ratios calculated as part of the evaluation of water rates use a simple, industry standard approach. Review or understanding of the City's debt agreements is not part of Municipal Financial Services scope of work and has not been performed as part of this study.

In the August Study, the following text was included in Section 3.3:

The "Outlook" section in the December 2011 S&P review stated the following: "Over the next two years, *we do not foresee raising the rating given the declining coverage* (emphasis added), average economic indicators for the service area, and the industry concentration in the agricultural sector. We could lower the rating if the conversion to new tiered rates leads to materially greater rate sensitivity among customers, thereby impacting management's ability to raise rates to maintain strong coverage, fund necessary capital projects, and begin water supply diversification initiatives."

Municipal Financial Services will update the rate development model to incorporate any changes deemed necessary by the City to satisfy the City's debt covenants.

Rate Impact on Customer Bills

Comparison of Single Family monthly bills for each scenario from the August Study and the updated model are included in the figures below.

Figures 4 and 5. Comparison of Single Family Monthly Bills for Each Scenario from the August Study and the Updated Model

Figure 4. Updated Model

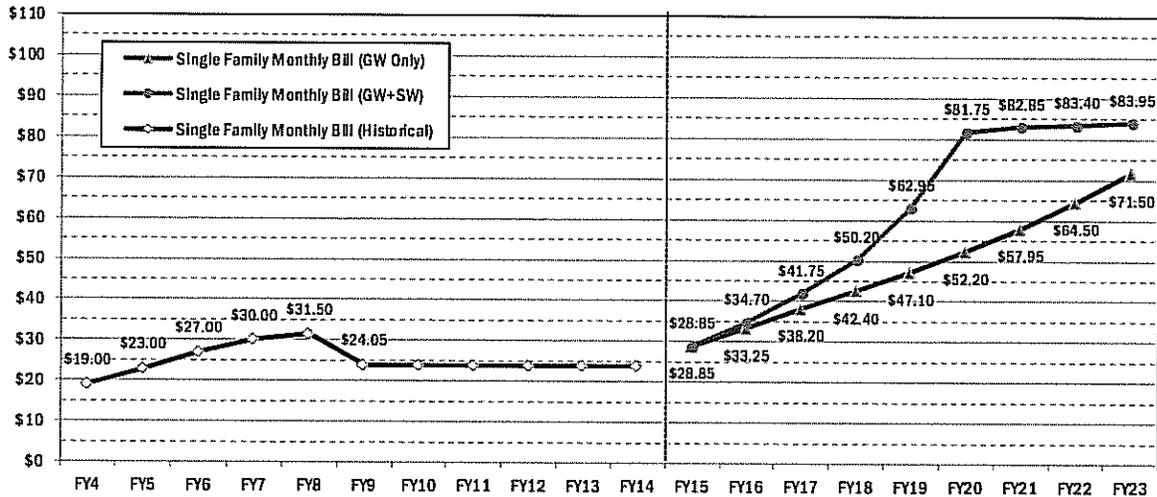


Figure 5. August Study

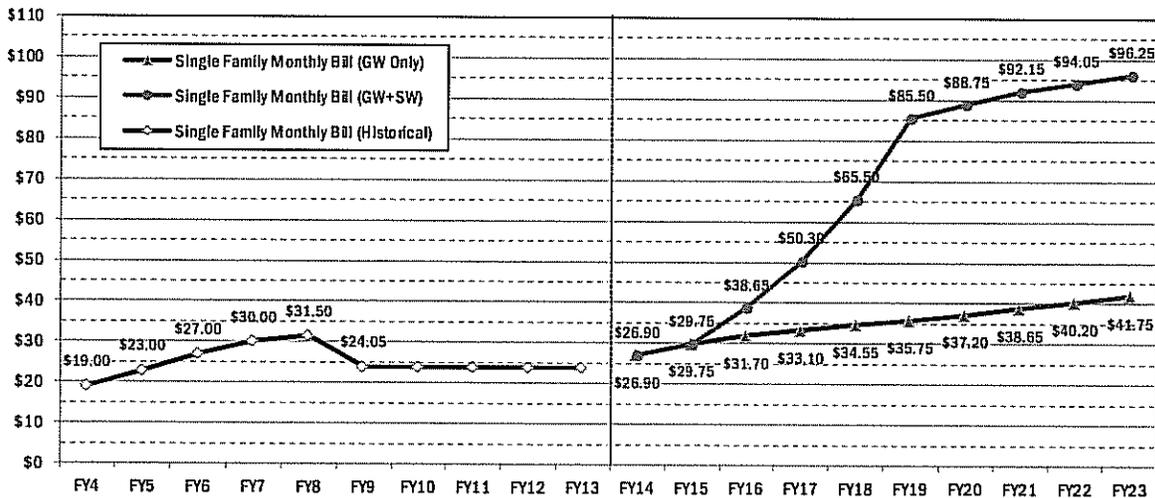


Table 4 shows monthly bills based on current rates and the projected rate structure and rates for FY15 (or late in FY14). The annual percent increase in bills varies significantly between customer classes and within customer classes depending on the meter size and usage level. The large variation in percentage increases is due primarily to the change in rate structure and the development of rates based upon cost of service principles.

Table 4. Current and FY15 Sample Monthly Bills and % Changes for Each Customer Class

Customer Class	Use Level	Water Use (kgal)	Meter Size	Projected FY15	
				Current	% Change
Single Family	Avg Use	15	1" or less	\$24.05	20%
	High Use	50	1" or less	\$55.50	-15%
Multiple Family	Avg Use	30	1" or less	\$34.10	8%
	High Use	200	4"	\$191.50	74%
Commercial	Low Use	34	1" or less	\$38.38	-10%
	Avg Use	100	2"	\$104.50	-2%
Industrial	High Use	400	4"	\$191.50	102%
	Low Use	100	2"	\$104.50	-2%
Institutional	High Use	6,000	6"	\$2,474.50	16%
	Low Use	100	1" or less	\$101.00	-27%
Landscape	High Use	1,000	6"	\$524.50	90%
	Low Use	100	1" or less	\$101.00	-24%
	High Use	2,000	6"	\$914.50	74%

Prior Actions Impacting Future Water Rate Policy

Recent prior actions taken by the City are having a profound effect on the development of future water rates. Those actions are listed below along with a short summary of the impact on future water rate policy.

Reserve Policy and Increase of Reserves. Over the past decade, the water enterprise accrued reserves of approximately \$32.9 million (as of the beginning of FY14). The City has not established a formal reserve policy. As a matter of policy (not accounting methodology), reserves are not characterized, in whole or in part, as operating, capital, restricted or unrestricted. The use of reserves, shown in Figure 2 and Figure 3 for each scenario, is based on the attempt to simultaneously maximize the attainment of multiple (sometimes competing) objectives – minimize and smooth rate increases, exceed target cash balances, and exceed debt coverage ratios. The amount of reserves intended for future surface water capital projects has not been established. For the Groundwater Only scenario, the amount of reserves available for surface water capital projects will have been greatly diminished.

Rate Response to Water Conservation. Over the past eight years, water consumption has declined by approximately 16 percent and, all other things being equal, resulted in a decrease in revenue from rates. At some point, rates must increase to make up the decrease in revenue.

Rate Structure and Rate Increases. Water rates were last increased July 1, 2008. If the City adopts rate increases at the end of FY14, it will have been six years since the prior increase. The City has not revised its water rate structure in response to switching residential customers from nonmetered to metered services. The static rates and rate structure have shifted revenue from rates, on a percentage basis, to the residential customer class. Rates based on cost of service rate development principles should be adopted.

Mr. Michael Cooke
October 29, 2013
Page 9 of 9

The content of this evaluation is intended to demonstrate the basis for development of revised water rates. The basis for revised water rates was supported by the following factors - 1) changes and additions to projected capital project and operating expenditures; 2) changes in rate implementation dates; and 3) contractual obligations to achieve certain debt coverage ratios.

Very truly yours,

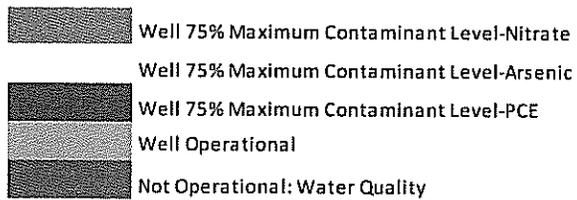
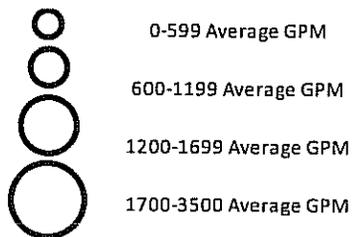
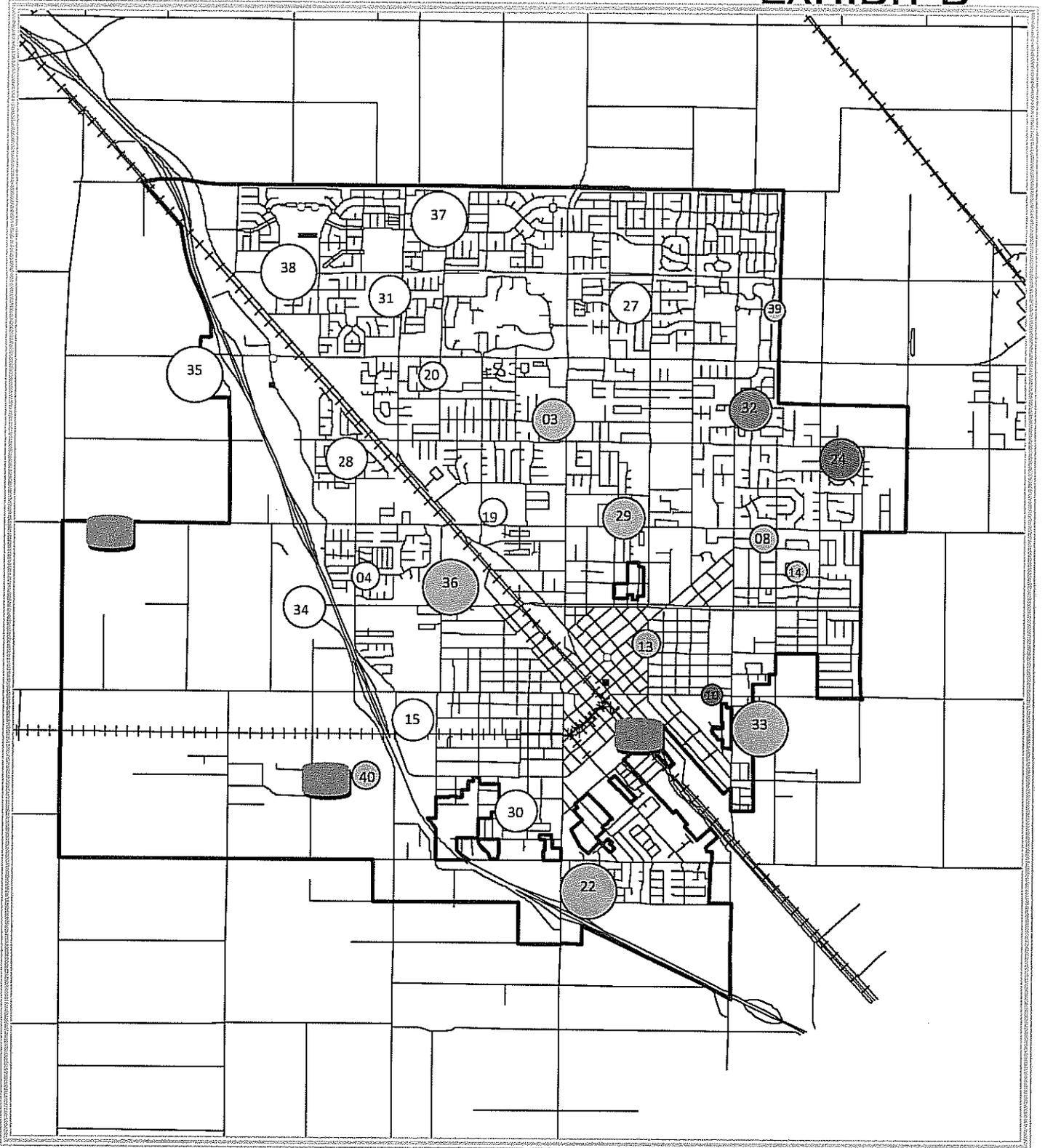
MUNICIPAL FINANCIAL SERVICES

A handwritten signature in black ink, appearing to read "Tom Pavletic", written in a cursive style.

Tom Pavletic

**City of Turlock
Potable Well Capacity and Water Quality**

EXHIBIT B



* Gallons Per Minute Average Based on Most Recent Production Records



Council Synopsis

80
December 10, 2013

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Convention and Visitors Bureau (CVB) 2014 Budget

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

2. DISCUSSION OF ISSUE:

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

The Agreement referenced above provides that the Chamber receive up to a maximum of \$99,000 annually for fixed and salary administrative expenses with additional funds allocated for other specific products or programs. The budget proposed for 2014 is equivalent to the 2013 budget in total dollars. However, the budget proposes to change budgeted costs in the following Program Budget areas:

- Facilities Guide lowered from \$2,000 to \$1,000
- Community Advertising lowered from \$5,000 to \$2,500
- Tours increased from \$500 by \$1,909 to \$2,409
- Media Tourism Advertising lowered from \$3,600 to \$2,500
- Smart Phone lowered from \$2,000 to \$1,000
- Lead Acquisition lowered from \$500 to \$0
- Community Funding increased from \$45,000 by \$600 to \$45,600
- Hardware/Software decreased from \$4,800 to \$2,000
- The allowance for depreciation decreased from \$4,106 to \$2106
- WACE increased from \$50 to \$100
- Outside Printing Services lowered from \$1,000 to \$800

The proposed collective budget changes result in lowering the CVB Program Budget by \$10,000. The redirection of that \$10,000 will be primarily to fund a

paid intern position allowing the CVB to provide a higher level of staff support for CVB projects. This reallocation increases the Administrative Budget by \$10,000.

The TOT funds are part of the City's general fund and can be used for a wide variety of purposes the Council deems appropriate. The agreement provides that the CVB will provide a work plan with their proposed budget. Attached with the proposed budget is the CVB 2014 Plan of Action Breakdown detailing the budgeted work plan of the CVB for 2014 and the 2013 Annual Report.

The CVB's 2014 proposed budget of \$211,645 is equivalent to the dollar amount requested in 2013 and provides for continuation of programs and services with the following areas as priorities: Community outreach, signage, publications, and economic impact measurement. It should be noted this budget continues partnering with the Carnegie Arts Center for weekend visitors and information distribution to visitors at a \$5,200 cost.

3. BASIS FOR RECOMMENDATION:

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

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:

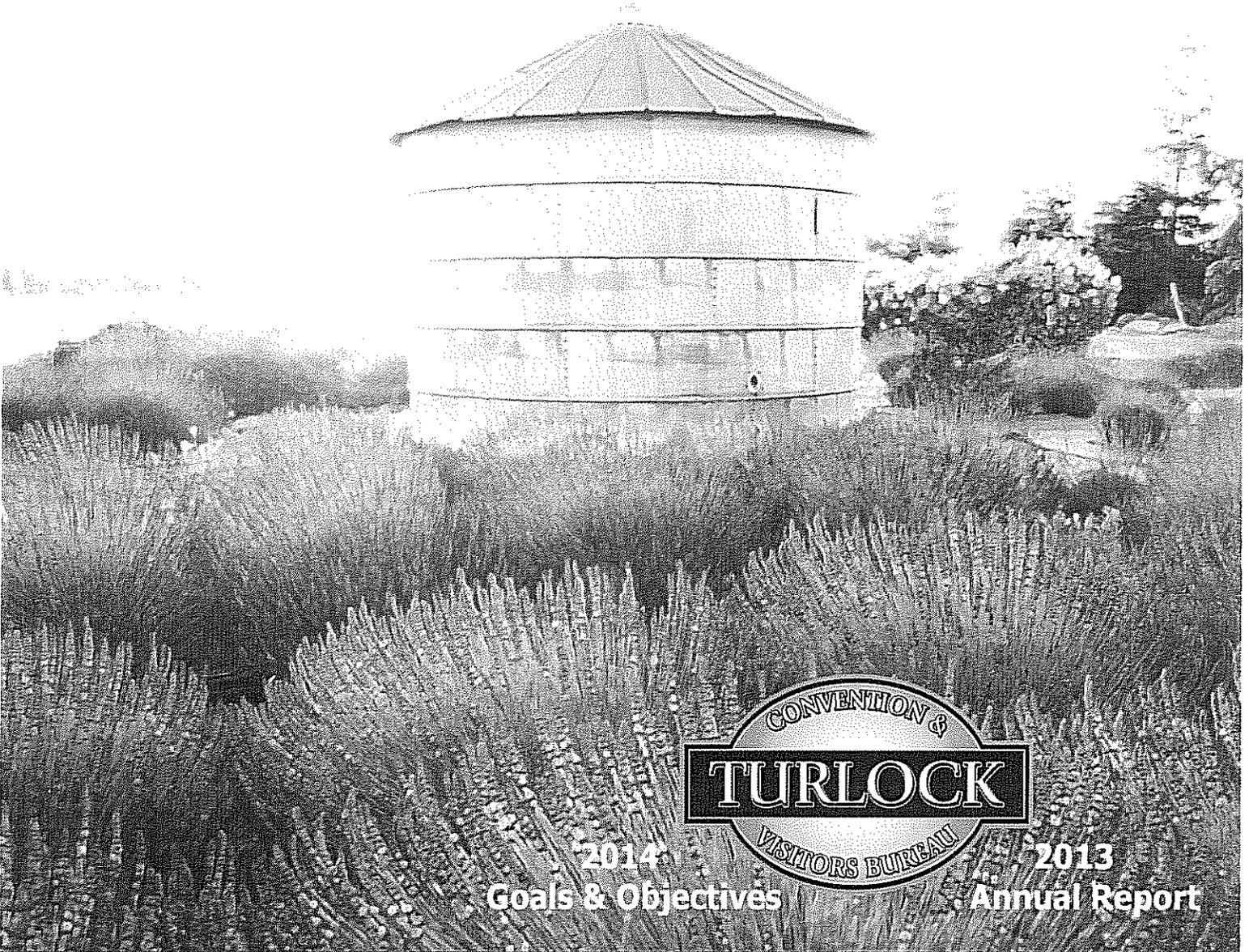
The adoption of the 2014 Convention and Visitor's Bureau Budget of \$211,645.00 in Transient Occupancy Tax (TOT) monies for CVB services and activities has already been adopted as part of the City's 2013-2014 Budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval of this year's Chamber /CVB request.

7. ALTERNATIVES:

- A. Do not provide the TOT allocation to the Chamber contrary to the Agreement. The Agreement provides for termination by either party with or without cause with 90 days written notice.
- B. Provide additional funding for additional services or to expand services.
- C. Direct Staff of the City and Chamber to develop other methods of funding.
- D. Direct staff to develop a competitive RFP for travel/tourism/marketing services.



2014
Goals & Objectives

2013
Annual Report



TABLE OF CONTENTS

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Role of the Convention & Visitors Bureau	7
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TURLOCK CONVENTION & VISITORS BUREAU

2014 GOALS & OBJECTIVES

1. **Continue to collaborate and develop relationships with local and state youth sports organizations to foster State Wide, Regional, and National Youth Tournaments.**
2. **Showcase Turlock to tour operators featuring agri-tourism as well as commercial and economic development tours.**
3. **Work with business, hoteliers and the food service industry on attracting more conferences and meetings.**
4. **Work with the Film Commission assisting in securing film projects and working as support services for their projects.**
5. **Attend tradeshow to enhance marketing efforts on wider and more specific level.**
 - *Attend shows like the LA & SF Media Travel shows where leading print and broadcast travel media from the California, the United States and international markets attend along with travel writers, travel agents and tour operators.*
6. **Add an additional part time staff person to help enhance the programs and expand CVB activities in accordance with City growth, and the growth in visitor numbers to Turlock. The CVB plans to re-double our efforts and build on prior success.**

2014 COMMITTEES FOR CVB

These items are functions already performed by the CVB. By establishing these four committees the CVB is trying to formalize the process and devote specific committee work towards these four areas to help measure our efforts and successes.

1. Marketing

- *Establish a comprehensive blueprint that outlines the CVB's overall marketing efforts.*
- *Review publications and all CVB communications and media*
- *Presentation to local clubs and organization on the purpose of the CVB*
- *Have a presence at local fairs and special events*

2. Research

- *Evaluate, adjust and maximize current practices measuring return on investment and data gathering*
- *Enhance and broaden feedback mechanism to gather data on visitor experience through visitor*

3. Grants

- *Set a funding mechanism that sets process for grant approval*

4. Tours

- *Organize and run one to two tours of Turlock attractions annually.*
- *Work with local business that fit the agri-tourism model to establish access and tours of their facilities.*
- *Provide tours for commercial and economic development as needed*

ORGANIZATION

ADMINISTRATION

The purpose of the Convention & Visitors Bureau (CVB) Advisory Committee is to give the CVB staff strong, consistent leadership, particularly in the areas of action plan development and program implementation. In addition committee members assist in tracking the progress of the action plan with input from a committee spectrum of the hospitality industry in the area.

The Turlock CVB Advisory Committee consists of business men and women, each serving as representatives of a variety of different industries within the community. The committee members demonstrate a strong interest in serving the mission of the organization. Work to maintain consistent leadership and direction for staff as well as actively participate. John Jaureguy, Jaureguy's Paint and Decorating, served as the Committee Chairman for all of 2013. Elected for the 2014 Chair position is Steve Carkeet, Turlock Community Theatre.

THE 2014 CVB ADVISORY BOARD

Pending Chamber Board Approval

2014 Chair: Steve Carkeet, Turlock Community Theatre

Chris Borovansky, Stanislaus County Fairgrounds *(term replacement pending)*

Bob Stammerjohan, Stammerjohan Consulting

Holly Hamilton, Holiday Inn Express

Kit Casey, Turlock Community Theatre *(term replacement pending)*

John Jaureguy, Turlock Downtown Property Owners Association *(Past Chair)*

Mark Bender, CSU Stanislaus

Jeff Segars, Foster Farms *(term replacement pending)*

Michael Everett, The Creation Lab

Michael Matoso, CSU Stanislaus

Neyen Khatri, Best Western Orchard Inn

Naresh Patel, America's Best Value Inn

Rebecca Phillips Abbott, Carnegie Arts Center

Maryn Pit, City of Turlock

EX-OFFICIO MEMBERS (NON-VOTING)

Roy Wasden, City Manager

Sharon Silva, President/CEO-Turlock Chamber of Commerce

TURLOCK CHAMBER OF COMMERCE CONVENTION & VISITORS BUREAU STAFF

Sharon Silva, President/CEO

Desa Cammack, Director of CVB

Sharon Berry, Administrative Assistant

Kassi Fortado, Membership

Tasha Van Santen, Communications

Jessica Lundberg, CEO/President's Executive Assistant & CVB Assistant

ROLE OF THE CONVENTION & VISITORS BUREAU

MISSION

The Turlock Convention & Visitors Bureau is responsible, through marketing efforts, for bringing visitors into the Turlock area, thereby enhancing the local economy.

POSITIONING

MARKETING AGENT FOR CITY OF TURLOCK

The CVB shall serve as **THE** marketing entity for the City of Turlock, with the focus of attracting visitors to the City and promote local spending so as to enhance the local economy.

INFORMATION SOURCE

The CVB shall serve as the information source for the City, to visitors and outside entities as well as local residents and organizations to provide information on Turlock such as: demographics, lodging & travel information, reference information, referrals, etc.

PROMOTIONS ASSISTANT

The CVB shall provide assistance with marketing efforts to specific events/organizations that can quantifiably show a return on investment that contributes to the CVB's mission.

SCOPE OF SERVICES

"Chamber shall manage a CVB which shall be a part of the Chamber but a separate corporation for accounting purposes only. The CVB shall perform marketing services for the City, which shall include, but not be limited to: participation in trade shows, publication of brochures, newspaper and magazine advertising and related services which promote tourism for the City."*

*Agreement for Tourism Services between the City of Turlock and the Turlock Chamber of Commerce, Section 1 (City Contract No. 02-057)

2013 YEAR IN REVIEW

ACCOMPLISHMENTS

ADVERTISING- PROMOTIONS AND SALES

1.

The CVB provided administrative services for the banner displays on the Main Street light poles. The light poles offer advertising opportunities to community organizations to promote local events and happenings. In 2013 the Carnegie Arts Center, Farmers Market, and the Turlock Downtown Property Owners utilized the light poles.

2.

- CALIFORNIA OFFICIAL STATE VISITORS GUIDE
- CALIFORNIA'S CENTRAL VALLEY OFFICIAL VISITORS GUIDE
- TRAVEL GUIDES TO CALIFORNIA
- TURLOCK COMMUNITY GUIDE AND CHAMBER MEMBERSHIP DIRECTORY
- TURLOCK CITY MAP
- THE TURLOCK JOURNAL
- CENTRAL VALLEY BUSINESS JOURNAL
- TURLOCK RECREATION GUIDE (ALL EDITIONS)
- CSUS ATHLETICS MEDIA GUIDE
- TURLOCK COMMUNITY THEATRE 2012/2013 SEASON PROGRAMS
- VALLEY YELLOW PAGES

3.

-

In addition to membership listing placement on affiliate websites, such as; CalTravel.org, SeeAmerica.org, VisitCalifornia.com, VisitCentralValley.com, WACVB.com and others, minimal and low-cost advertising on various travel-related websites were also purchased. Examples can be found at;www.wegoplaces.com, and others.

4. PROMOTIONAL ITEMS

Goodie bag promotional materials from the CVB and local products such as Del Monte Fruit cups, Organic Tree Farm Nuts, Blue Diamond Almonds and discounts to local restaurants are provided to sports travelers and large groups. This year audio cds, goody bags, day-trip travel itineraries, and guided tours were put together for the international travelers visiting MedicAlert Foundation in the spring of 2013.

5. CVB SOCIAL NETWORK MARKETING

Social networking sites are used to promote Turlock CVB and community events, or businesses. These sites have also networked the CVB with various promotional and event coordinators throughout the Central Valley.

As of November 2013 the Turlock CVB has:

1246 Facebook Admin Profile Friends
736 Facebook Fan Page
950 Twitter Followers
183 Pinterest

6. ELECTRONIC NEWSLETTER

The CVB sends an electronic newsletter of upcoming Turlock Events quarterly. During October – December the newsletter is sent bi-weekly, depending on the number of Turlock events. The database of emails has 6,723 addresses.

7. DVD TOUR OF TURLOCK

The CVB and the Turlock Chamber have an eight minute video tour of Turlock showcasing Turlock industry, recreation, and quality of life. These DVDs are used in relocation packets and on the CVB and Chamber websites.

8. CD TOUR OF TURLOCK

The Turlock CVB and Stanislaus County Regional Roundtable have a two disk audio CD tour of Turlock and surrounding areas. The Turlock CD “The Southside Stroll” is one in a series of 5 CDs of Stanislaus County. The CD is available for sale at the Turlock Chamber of Commerce, and various other attraction sites illustrated on the CD Tour.

9. VIDEO PROMOTIONS

The Turlock CVB working with the Creation Lab has created several videos promoting Turlock’s meeting and event facilities, local restaurants, dining, and visitor related businesses. These videos can be seen on the Turlock Chamber website and YouTube Turlock CVB Channel.

PUBLICATIONS

The CVB provides the following publications, updating each of the documents on a yearly basis. Most of which are included in Visitor/Relocation packets that are given to visitors and new residents. Many are also provided in hotel rooms; real estate agencies use them in their new homeowner’s packets and at the University’s student orientations and other programs and various other community groups as well.

1. ECONOMIC PROFILE

A compilation of demographic information is developed each year and provided by the Turlock CVB. The publication entails a variety of information from agricultural statistics, employment by industry to economic growth trends and more. The Economic Profile is included in all visitor and relocation packets and is available in the lobby of the Chamber

of Commerce, as well as posted on the CVB and Chamber websites.

2. VISITOR GUIDE AND DIRECTORY

The Turlock Community and Business Guide is a combination of a previous publication of the CVB, the "Visitors Guide" and the Turlock Chamber of Commerce's membership listing. The publication offers a detailed overview of the community and relevant information in addition to a categorical and alphabetical listing of all of the businesses that hold membership in the Turlock Chamber.

3.

The Turlock CVB offers a complete informational packet on Turlock which includes all relevant CVB publications: Economic Profile, Directory, City Map, 8 minute DVD of Turlock, Attractions Map and the Stanislaus County's Activity Brochure.

4.

The CVB advertises annually in the official Turlock Map, a publication of the Turlock Chamber of Commerce. Additionally, the full page of the map highlights the many services of the CVB, including meeting and visitor services, a community profile and points of interest.

5. ATTRACTIONS MAP

The Attractions Map lists all of Turlock's attractions, parks, shopping centers, and other key points of interest in our community. It has a map of the CSU Stanislaus and the Stanislaus County Fairgrounds to help visitors navigate around both facilities; and highlights Downtown Turlock. Included are a list of annual event information and a list of Turlock's lodging options.

WEBSITE

In 2013 the Turlock Chamber website was completely overhauled and includes a Visitor Section that offers much more than the Turlock CVB site is able to provide. Quick links to CVB content can be found on the home page with availability to run photos in the home page photo scroll for added promotion. More content on dining, lodging, meeting facilities, and event organizer support is readily available through the new site. Moving to this new server means content is more manageable in-house. By combining Chamber and CVB services the site becomes highly optimized for search engines ensuring that visitors finds the resources and information they need while visiting Turlock. VisitTurlock.org site will be used as a portal site the links to interior pages of the Turlock Chamber site. Site was launched in September and CVB website changes schedule for a December "Go Live" date.

COMMUNITY ACTIVITY FUNDING

The CVB contributed funding to certain events that support the intent of the Turlock CVB mission. Follow-up surveys have been a requirement of the organization receiving

funding, following the event for measuring the return on investment. In 2013 the Turlock CVB awarded over \$50,000 in grants to the following events:

EVENT SPONSORSHIPS - KEY VENUES

- 4th of July Fireworks Display
- 4th of July Independence Parade
- American Team Roping Ca. Chapter Finals
- Carnegie Arts Exhibits and Programs
- CCAA Track & Field Championship
- CCAA Soccer Championships
- Christmas Parade
- Festival of Lights
- R.A.M. Farms Corn Maze and Pumpkin Patch
- Softball Tournament of Champions
- Stanislaus County Fair – Information Booth
- Turlock Community Theatre
- Turlock Model A Swap Meet
- Turlock Road Race

EXHIBIT BOOTHS/TRADE SHOWS

- Sunset Magazine, Bay Area Travel Show - CVTA partnership exhibit
- LA Media Show & SF Media Show – CVTA partnership exhibit
- International Pow Wow - CVTA partnership exhibit

PARTNERSHIPS/MEMBER ORGANIZATIONS

The CVB remained an active participant with various travel & tourism organizations, and participated in the many regional marketing and promotion efforts afforded as benefits to membership.

-

The California Travel Industry Association (CalTravel) is the official voice of the California Travel Industry. It is an independent, nonprofit association unifying California's many travel-related businesses to ensure the future health of tourism through our collective strength. CalTIA's mission is to serve as a catalyst and a voice for the various elements of our industry. It is dedicated to increasing our educational standards, articulating our political concerns, and promoting the economic well-being of California tourism.

- CVTA is comprised of travel and tourism related executives from the Central Valley. CVTA is a regional marketing effort that participate in specific marketing activities, such as trade shows (Sunset, LA Times, etc.), promotional print materials, educational opportunities, and membership development. They are an organization that strives to spotlight California's Central Valley. With our membership in the CVTA we are featured in all their marketing efforts and promotional endeavors, as is with many of the other organizations of which we are members.
- Now entering its 14th year, the Regional Tourism Roundtable continues to be the voice of collaboration and partnership on tourism in Stanislaus County. With both public and private sector partners, the Roundtable is confident that the strategies and initiatives of the Roundtable will assist in demonstrating the validity and importance in the sphere of economic development in our region through tourism.

**2014 Administrative Fee Breakdown (proposed)
Turlock Convention & Visitors' Bureau**

	2012 Budget		2013 Budget		2014 Proposed	
	allocation %	Per month	allocation %	Per month	allocation %	Per month
Fixed Expenses:		Annual		Annual		Annual
Accounting	25	450.00	25	450.00	25	450.00
Copier	20	30.00	20	30.00	20	30.00
Insurance	20	1,700.00	20	1,700.00	20	1,700.00
Office Supplies	30	200.00	30	200.00	30	200.00
Personal Prop. Tax	0	0.00	0	0.00	0	0.00
Postage	20	86.67	20	86.67	20	86.67
Repairs/Maintenance	20	1,400.00	20	1,400.00	20	1,400.00
Telephone	20	100.00	20	100.00	20	100.00
Utilities	20	100.00	20	100.00	20	100.00
Total		\$ 1,275.00	\$ 1,275.00	\$ 1,275.00	\$ 1,275.00	\$ 14,900.00
Salaries/Benefits:						
CVB Manager/Associate Director	100	3,216.67	100	3,354.83	100	3,355.73
Office Assistant	50	745.42	50	765.01	50	437.15
President & CEO/Chamber	15	976.19	15	1,106.99	15	1,036.73
Staff Assistant	50	520.00	50	687.50	50	687.50
Intern	100	333.33	100	0.00	50	1,250.00
Payroll Tax		531.96		535.85		632.08
Health Insurance	100	260.00	100	260.00	100	280.00
Workers' Comp.		61.34		72.06		65.95
Retirement Match	3	91.87	3	91.87	3	91.87
Total		\$ 6,736.78	\$ 6,874.10	\$ 82,618.56	\$ 7,837.00	\$ 93,925.60
Grand Total		\$ 8,011.78	\$ 8,149.11	\$ 97,518.56	\$ 9,112.01	\$ 108,825.60
Yearly Administration Fee		\$ 99,000.00	\$ 99,000.00	\$ 99,000.00	\$ 109,000.00	\$ 109,000.00

based on wages above
all desa
based on wages above
all desa

desa
berry
silva
kassie
Jessica

**Turlock Convention & Visitors' Bureau
Annual Planning Budget**

Line	Item	2012 Budget	2013 Budget	2014 Budget
1	Directory & Visitors' Guide	10,000	10,000	10,000
2	Visitors'/Relocation Packets	2,000	1,000	1,000
3	Economic Profile	3,000	1,500	1,500
4	Attractions Map	-	1,500	-
5	Official City Map	7,000	10,000	10,000
	Facilities Guide	2,000	2,000	1,000
6	Community Advertising	2,500	5,000	2,500
7	Tours	500	500	2,409
8	Promotional Items	2,000	2,000	2,000
9	Media Tourism Advertising	6,000	3,600	2,500
	Familization Tours	3,670	-	-
10	Billboard	-	-	-
	Smart Phone	14,000	2,000	1,000
11	Lead Acquisition	500	500	-
12	Mini-Board	1,000	-	-
13	Community Funding	35,000	45,000	45,600
17	Signage	500	500	500
18	Event Hosting (Receptions)	1,500	1,000	1,000
18	Maintenance Administration	1,000	800	800
19	Hosting/Domain Fees	1,200	1,200	1,200
20	Hardware/Software	1,500	4,800	2,000
21	Depreciation	6,275	4,065	2,106
22	Equipment Repairs	1,500	1,000	1,000
	Training Seminars	400	1,000	1,000
23	Conferences	2,000	2,000	2,000
24	Travel	1,000	1,000	1,000
25	Mileage Reimbursement	1,000	500	500
26	Smith Travel Data	500	500	500
27	CVTA	300	300	300
28	WACVB	650	630	630
29	CalTia	600	-	-
30	TIA	-	-	-
31	WACE	50	50	100
32	Print Material Subscriptions	-	-	-
33	Office Supplies/Equipment	2,000	2,000	2,000
34	Outside Printing Services	1,000.00	1,000.00	800
35	Photography/Graphic Design	500.00	500.00	500
36	Carnegie - Weekend Visitor Center	-	5,200	5,200
Totals		112,645.00	112,645.00	102,645.00

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

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

RESOLUTION NO. 2013-

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

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

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



Council Synopsis

8D
December 10, 2013

From: Roy W. Wasden, City Manager
Prepared by: Marie Lorenzi, Senior Accountant
Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$114,978 to the medical benefit expense account in various City operating department budgets to be funded by reserves in the related funds; and Appropriating \$660,835 to account number 510-10-150.43191 "Worker's Compensation – Claims Expense" to be funded from reserves in Fund 510

2. DISCUSSION OF ISSUE:

Health Care Program

During the February 26, 2013 Council meeting, Staff presented amendments to the 2012-13 Citywide budget which included a recommendation to reduce the overall funding to the Health Care Self Insurance Fund (Fund 511) by \$1 million overall and \$616,530 to the General Fund. This revenue reduction resulted in a lower cost charged to the City's operating departments (those containing personnel costs). With the information and claims experience in hand at that time, Staff believed that the Health Care program would realize a reduction in overall net claims for the entire fiscal year sufficient to warrant the reduction in revenue. Unfortunately, the claims experience for the remainder of the year was such that this entire reduction was too high.

Gross medical, dental and vision claims expense totaled \$5.7 million for 2012-13. After subtracting \$800,000 in reinsurance recoveries, net claims totaled \$4.9 million. This total is slightly lower than the \$5.06 million in net claims experienced in 2011-12, but \$600,000 in excess of where staff was predicting net claims would be for the year when the budget reduction was proposed in February. The following is a summary of the activity for 2012-13 (prior to the requested budget amendment) with a comparison to the 2011-12 results.

Fund 511 - Health Care	2012-13	Proposed	Adjusted	
	Actuals	Adjustment	2012-13 Actuals	2011-12 Actuals
Self Insurance Transfers	6,169,241	505,000	6,674,241	7,238,316
Reinsurance Recoveries	801,104		801,104	3,343,744
Other Income	3,676		3,676	29,732
Total Revenues	6,974,021	505,000	7,479,021	10,611,792
Claims Expense	5,930,656		5,930,656	8,765,316
Reinsurance Premiums	1,611,041		1,611,041	1,616,118
Other Expenses	33,029		33,029	16,713
Total Expenses	7,574,726	0	7,574,726	10,398,147
Revenues over (under) Expenses	(600,705)	505,000	(95,705)	213,645
Fund Balance 7-1-2012	96,661		96,661	(116,984)
Fund Balance 6-30-2013	(504,044)	505,000	956	96,661

The "Self Insurance Transfers" revenue is a combination of the Medical and Dental expense charged to each of the City's operating departments and the premiums paid by retirees who have chosen to remain on the City's Health Plan post-employment as allowed by the various MOU's and Schedules of Benefits entered into with the bargaining units. When the budget for the Health Care fund was amended in February, the effect to the operating units was a reduction in their monthly expense by 42% per person participating in the City's Health Care plan effective March 2013. As noted above, this reduction was projected to reduce General Fund expenses by \$616,000.

Now, based on the actual results for the year, staff is proposing to reverse a portion of this reduction. Fund 511 needs an additional \$505,000 in revenue in order for the fund balance to be positive at 6-30-2013. Of this amount, \$313,000 would be charged to General Fund operating departments. The balance would be charged to Non-General Fund operating departments. The amount budgeted for most of the operating departments is sufficient to absorb the additional charges. The attachment to the Resolution shows which departments/divisions need a budget appropriation in order to absorb the additional costs.

Including the above adjustment, the General Fund is anticipated to close the 2012-13 fiscal year with a \$1.1 million deficit. This compares to budgeted deficit spending of \$2.3 million. Both the projected actual deficit and budgeted deficit include transfers for capital projects. Of the \$1.2 in budgeted capital expenditures for 2012-13, \$431,000 actually occurred.

Worker's Compensation Program

Staff is also requesting a budget adjustment for the City's Worker's Compensation Fund (Fund 510) to cover the increase in the open reserves between 2011-12 to 2012-13. The following is a summary of the activity in this fund with a comparison to 2011-12.

Fund 510 - Worker's Compensation	2012-13		Adjusted	2011-12
	Actuals	Proposed Adjustment	2012-13 Actuals	Actuals
Self Insurance Transfers	692,062		692,062	693,569
Reinsurance Recoveries	0		0	0
Other Income	18,350		18,350	23,028
Total Revenues	<u>710,412</u>	0	<u>710,412</u>	<u>716,597</u>
Claims Expense	907,230	478,605	1,385,835	1,376,777
Reinsurance Premiums	93,251		93,251	86,192
Other Expenses	19,891		19,891	13,395
Total Expenses	<u>1,020,372</u>	478,605	<u>1,498,977</u>	<u>1,476,364</u>
Revenues over (under) Expenses	(309,960)	(478,605)	(788,565)	(759,767)
Fund Balance 7-1-2012	<u>2,524,341</u>		<u>2,524,341</u>	<u>3,284,108</u>
Fund Balance 6-30-2013	<u>2,214,381</u>	(478,605)	<u>1,735,776</u>	<u>2,524,341</u>
Open Reserves			<u>3,655,875</u>	<u>3,177,270</u>

Open reserves represent the dollar amount that our third party administrator estimates will be needed to resolve all expenses related to known worker's compensation claims.

Budgeted Claims expense for 2012-13 was \$725,000. Staff is requesting an appropriation of \$478,605 – the difference between the open reserve balance at 6-30-2012 and the open reserve balance at 6-30-2013 – plus \$182,230 for a total of \$660,835. The additional \$182,230 is the difference between the claims expense before the open reserve adjustment and the approved budget (\$907,230 minus \$725,000). As demonstrated above, there are sufficient reserves to absorb this appropriation without adding additional expense to the City's operating departments.

3. BASIS FOR RECOMMENDATION:

Staff is bringing the above budget adjustments to Council for approval as part of its year end closing process for our Self Insurance Program. The adjustments are necessary to appropriately account for the revenue and expenditures related to the Health Care and Worker's Compensation programs for 2012-13.

4. FISCAL IMPACT ANALYSIS

Health Care Program: As delineated on Attachment A to the Resolution, staff requests appropriations to the medical expense accounts for various operating department budgets totaling \$114,978. These appropriations are necessary to fund the additional \$505,000 in revenue needed to balance the Health Care Program Self Insurance Fund. The rest of the City's operating departments will be allocated their share of the additional revenue needed in Fund 511, but these departments have sufficient budget remaining to absorb their allocation.

Worker's Compensation Program: Staff requests an appropriation of \$660,835 to account number 510-10-150.43191 "Worker's Compensation – Claims Expense". This additional appropriation is for the difference between the previously approved budget for claims expense and the revised actual expense after adjusting for the change in open reserves.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). At this time no alternatives are proposed as the above adjustments are necessary to properly account for the activity in the City's Health Care and Worker's Compensation Self Insured programs for fiscal year 2012-13.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2013-
\$114,978 TO THE MEDICAL BENEFIT }
EXPENSE ACCOUNT IN VARIOUS CITY }
OPERATING DEPARTMENT BUDGETS }
TO BE FUNDED BY RESERVES IN THE }
RELATED FUNDS; AND APPROPRIATING }
\$660,835 TO ACCOUNT NUMBER }
510-10-150.43191 "WORKER'S }
COMPENSATION – CLAIMS EXPENSE" }
TO BE FUNDED FROM RESERVES IN }
FUND 510 }

WHEREAS, the City's Health Care Fund (Fund 511) incurred costs in 2012-13 in excess of those projected at the February 26, 2013 mid-year budget review; and

WHEREAS, in order to appropriately account for the revenues and expenditures in the Health Care fund and bring it into balance at June 30, 2013 additional revenues are needed along with additional appropriations in the medical benefit expense account for various operating departments; and

WHEREAS, the City's Worker's Compensation Fund (Fund 510) experienced an increase in the open reserves as of 6-30-2013 and requires a budget appropriation in order to properly account for the additional expenditures.

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

1. Appropriate \$114,978 to the medical benefit expense account in various City operating department budgets as outlined in Attachment A to be funded by reserves in the related funds; and
2. Appropriating \$660,835 to account number 510-10-150.43191 "Worker's Compensation – Claims Expense" to be funded from reserves in Fund 510

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 2013, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

City of Turlock Health Care Fund FYE 6-30-2013	(a)		(b)		(c)		(d)	(e)	Revised Actual over (under) Budget	Budget Aje Needed For Depts Over Budget
	Amended		Actuals		Under (over)					
	Budget			Budget	Deficit	(b) + (d)				
General Fund:										
City Council	110-10-100	48,297.00	13,406.05	34,890.95	1,155.42	14,561.47	(33,735.53)			
City Manager	110-10-102	39,521.00	38,175.81	1,345.19	3,290.25	41,466.06	1,945.06		1,946.00	
City Clerk	110-10-104	7,567.00	13,102.10	(5,535.10)	1,129.23	14,231.33	6,664.33		6,665.00	
Finance	110-10-106	114,528.00	76,305.92	38,222.08	6,576.56	82,882.48	(31,645.52)			
City Attorney	110-10-108	39,521.00	38,152.96	1,368.04	3,288.28	41,441.24	1,920.24		1,920.00	
Human Resources	110-10-110	98,804.00	89,416.95	9,387.05	7,706.56	97,123.51	(1,680.49)			
General Government	110-10-112	0.00	12,929.04	(12,929.04)	1,114.31	14,043.35	14,043.35		14,043.00	
Police - Support	110-20-200	511,880.00	469,878.58	42,001.42	40,497.33	510,375.91	(1,504.09)			
Investigations	110-20-205	414,977.00	378,180.32	36,796.68	32,594.15	410,774.47	(4,202.53)			
Patrol	110-20-210	1,245,684.00	1,187,839.73	57,844.27	102,376.08	1,290,215.81	44,531.81		44,532.00	
Animal Control	110-20-215	59,283.00	44,162.20	15,120.80	3,806.20	47,968.40	(11,314.60)			
Neighborhood Services	110-20-220	79,043.00	59,782.58	19,260.42	5,152.47	64,935.05	(14,107.95)			
Fire	110-30-300	988,041.00	901,152.34	86,888.66	77,667.42	978,819.76	(9,221.24)			
Planning	110-40-400	98,804.00	97,385.60	1,418.40	8,393.35	105,778.95	6,974.95		6,975.00	
Public Facilities	110-50-500	59,283.00	33,729.84	25,553.16	2,907.07	36,636.91	(22,646.09)			
Parks	110-60-600	118,564.00	106,619.55	11,944.45	9,189.20	115,808.75	(2,755.25)			
Recreation	110-61-620	79,045.00	68,402.47	10,642.53	5,895.39	74,297.86	(4,747.14)			
General Fund Total		4,002,842.00	3,628,622.04	374,219.96	312,739.27	3,941,361.31	(61,480.69)		76,081.00	
Econ Develop	Fund 121	19,761.00	11,986.04	7,774.96	1,033.04	13,019.08	(6,741.92)			
AB939	Fund 204	0.00	2,465.56	(2,465.56)	212.50	2,678.06	2,678.06		2,678.00	
Sports Complex	Fund 205-60-602	39,522.00	8,097.50	31,424.50	697.90	8,795.40	(30,726.60)			
Pedretti	Fund 205-60-604	19,761.00	20,331.98	(570.98)	1,752.35	22,084.33	2,323.33		2,323.00	
Gas Tax	Fund 217	197,608.00	161,239.74	36,368.26	13,896.74	175,136.48	(22,471.52)			
Sm Equip - Bldg	Fund 240	0.00	8,012.48	(8,012.48)	690.57	8,703.05	8,703.05		8,703.00	
LMD	Fund 246	138,326.00	134,706.05	3,619.95	11,609.88	146,315.93	7,989.93		7,990.00	
CDBG	Fund 255	59,283.00	57,229.44	2,053.56	4,932.42	62,161.86	2,878.86		2,879.00	
HOME	Fund 256	19,761.00	19,076.48	684.52	1,644.14	20,720.62	959.62		960.00	
Building	Fund 405	138,326.00	116,337.40	21,988.60	10,026.75	126,364.15	(11,961.85)			
WQC - operations	Fund 410-51-530	671,869.00	602,659.49	69,209.51	51,941.29	654,600.78	(17,268.22)			
WQC - collection system	Fund 410-51-531	197,610.00	165,631.08	31,978.92	14,275.21	179,906.29	(17,703.71)			
WQC - storm drainage	Fund 410-51-532	138,327.00	117,281.49	21,045.51	10,108.11	127,389.60	(10,937.40)			
Water	Fund 420	414,978.00	378,432.29	36,545.71	32,615.86	411,048.15	(3,929.85)			
DAR	Fund 425	39,521.00	15,070.24	24,450.76	1,298.86	16,369.10	(23,151.90)			
BLST	Fund 426	0.00	4,006.24	(4,006.24)	345.28	4,351.52	4,351.52		4,352.00	
IT	Fund 501	79,043.00	77,532.81	1,510.19	6,682.30	84,215.11	5,172.11		5,172.00	
Engineering	Fund 502	276,652.00	254,342.56	22,309.44	21,920.97	276,263.53	(388.47)			
Fleet	Fund 505	79,043.00	76,305.92	2,737.08	6,576.56	82,882.48	3,839.48		3,840.00	
		6,532,233.00	5,859,366.83	672,866.17	505,000.00	6,364,366.83	(167,866.17)		114,978.00	

8E



Council Synopsis

December 10, 2013

From: John Lazar, Mayor

Prepared by: Roy W. Wasden, City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Formalizing the City/County Liaison Committee comprised of two (2) members of the Turlock City Council, two (2) members of the Stanislaus County Board of Supervisors, the Turlock City Manager, and the County Chief Executive Officer

Motion: Appointing Mayor John Lazar and Councilmember Forrest White as members of the City/County Liaison Committee

2. DISCUSSION OF ISSUE:

Recognizing that a good working relationship is vital to effectively serve the citizens of Turlock and Stanislaus County, Mayor John Lazar and Stanislaus County Board of Supervisors Chair Vito Chiesa recently convened a meeting that included Council Member Forrest White, Board Member Terry Withrow, City Manager Roy Wasden and County Chief Executive Officer Stan Risen. The purpose of the meeting was to discuss issues of importance and the working relationship between the City of Turlock and the County of Stanislaus. The meeting was promising to improve understanding and to forge a stronger working relationship between both entities.

A discussion in the meeting was the desire to formalize a standing committee comprised of two members of the Turlock City Council, two members of the Stanislaus County Board of Supervisors, the Turlock City Manager and the Stanislaus County Chief Executive Officer. The committee would be called the City/County Liaison Committee, would meet at minimum quarterly, would have an agenda prepared by the City Manager and the Chief Executive Officer and would invite other attendees depending on agenda items and required expertise. As a Council/Board adopted standing committee this committee will be subject to the Brown Act Requirements.

Mayor Lazar believes this committee will be of great value in serving the citizens of Turlock and of Stanislaus County in the most effective manner possible and proposes formalizing this committee with the support of the Council. He proposes to appoint himself and Council Member White initially to this committee and will review appointment changes as needed and at least annually.

3. BASIS FOR RECOMMENDATION:

The City of Turlock and The County of Stanislaus are united in their desire to effectively serve the citizens of our community. Clear, open, structured, regular and consistent communication on important issues is critical to effective service delivery as well as strong and effective working relationships. The City/County Liaison Committee will be an important component in quality service delivery.

Strategic Plan Initiative: D) POLICY INITIATIVE – MUNICIPAL INFRASTRUCTURE:

Managed growth and foresight ensures that essential infrastructure keeps pace with existing needs and anticipates and provides for needs created by future development. As a result, residents, businesses and visitors can rely on consistent, quality water and sewer services, and strive to provide well-maintained streets and roads, adequate interchange access, and a variety of transit options.

Goal(s):

a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment districts, water and sewer enterprise funds as funded by user fees) in:

- i) County Islands
- ii) West Side
- iii) Storm Drainage: minimize combined sewer system and replace aging infrastructure as needed
- iv) Streets/Roadways
- v) Northeast Expressway Plan Line Study
- vi) Citywide Bicycle Master Plan
- vii) Water & Sewer: replace aging infrastructure as needed
- viii) Street Lighting
- ix) Fleet & Equipment Management: address deferred replacement of aging equipment

b. Address Growth-Related Issues (Current and Future)

- i) Surface Water project
- ii) Water
- iii) Wastewater
- iv) Interchanges
- v) Impact on current transportation system
- vi) Storm Water management
- vii) Bike paths/routes around town/buses
- viii) Beneficial reuse of recycled water
- ix) Collaborative regional efforts on water resources planning and management
- x) Solid Waste/Recycling

- c. Maintain and Execute a Municipal Services Strategic Plan
 - i) Water
 - ii) Wastewater
 - iii) Storm Water
 - iv) Solid Waste/Recycling

Strategic Plan Initiative: E. POLICY INITIATIVE – ECONOMIC DEVELOPMENT:

Our leadership role in regional commerce is cultivated through vibrant, synergistic relationships with taxpayers, California State University Stanislaus, business and development communities. This is reflected in a revitalized downtown, quality, balanced development throughout the City, and a business-friendly environment that serves as an entrepreneurial center for future business.

Goal(s):

- a. Create and sustain value-added economic development
- b. Generate job creation and retention
- c. Enhance revenue
- d. Create diversity of opportunity for business and community development
- e. Develop realistic strategies and goals
- f. Maximize use of Alliance and others (CVB, Chamber of Commerce, developers and California State University Stanislaus)
- g. Understand interdepartmental relationship to economic development
 - i) Create streamlined processes citywide
 - ii) Strengthen communication and cooperation between departments
 - iii) Develop customer education tools to enhance their participation in City development processes
- h. Recognize regional and local economic development
- i. Analyze investment vs. benefit
- j. Maintain ongoing website improvement and create and capitalize on social media opportunities
- k. Establish legislative presence

- l. Improve partnerships and communication between City, California State University Stanislaus and the business community
- m. Explore value-added opportunities and ensure a balanced community between restaurants, entertainment, housing, business, and special events:
 - i) Turlock Regional Industrial Park
 - ii) Downtown
 - iii) Convention and Visitor's Bureau
 - iv) Business and Recruitment
 - v) Community Rehabilitation
 - vi) Turlock Municipal Airport
 - vii) California State University Stanislaus
 - viii) Turlock Unified School District
 - ix) Turlock Irrigation District
 - x) Local Medical Care Providers

4. FISCAL IMPACT / BUDGET AMENDMENT:

This committee is not anticipated to create any direct fiscal impact.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not form the standing City/County Liaison Committee and continue to respond to City/County issues on a reactive basis.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF FORMALIZING THE }
CITY/COUNTY LIAISON COMMITTEE }
COMPRISED OF TWO (2) MEMBERS OF THE }
TURLOCK CITY COUNCIL, TWO (2) MEMBERS }
OF THE STANISLAUS COUNTY BOARD OF }
SUPERVISORS, THE TURLOCK CITY }
MANAGER, AND THE COUNTY CHIEF }
EXECUTIVE OFFICER }
_____ }

RESOLUTION NO. 2013-225

WHEREAS, recognizing that a good working relationship is vital to effectively serve the citizens of Turlock and the citizens of Stanislaus County, Mayor John Lazar and Stanislaus County Board of Supervisors Chair Vito Chiesa recently convened a meeting that included Council Member Forrest White, Board Member Terry Withrow, City Manager Roy Wasden and County Chief Executive Officer Stan Risen; and

WHEREAS, the City of Turlock and the County of Stanislaus are united in their desire to effectively serve the citizens of our community and have expressed a common desire to formalize a standing committee comprised of two members of the Turlock City Council, two members of the Stanislaus County Board of Supervisors, the Turlock City Manager and the Stanislaus County Chief Executive Officer; and

WHEREAS, the "City/County Liaison Committee" will meet at minimum quarterly, have an agenda prepared by the City Manager and the Chief Executive Officer, may invite other attendees depending on agenda items and required expertise and, as a Council/Board adopted standing committee, will be subject to Brown Act Requirements; and

WHEREAS, initial Turlock City Council appointees will be Mayor John Lazar and Councilmember Forrest White, with review of appointment changes as needed and at least annually.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby formalize the City/County Liaison Committee comprised of two (2) members of the Turlock City Council, two (2) members of the Stanislaus County Board of Supervisors, the Turlock City Manager, and the County Chief Executive Officer.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 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

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Council Synopsis

December 10, 2013

From: Michael Cooke, Municipal Services Director

Prepared by: Michael Cooke, Municipal Services Director

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$225,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 "Operations" Reserve for the purpose of obtaining a "water right" for the City's recycled water from the State Water Resources Control Board

2. DISCUSSION OF ISSUE:

The City of Turlock is a partner in the North Valley Regional Recycled Water Project (NVRWWP), and has been working together with the City of Modesto to deliver recycled water to Del Puerto Water District (DPWD).

The Project involves the construction of a 6-mile pipeline to the Delta Mendota Canal (DMC). Currently, the project is going through the feasibility phase with environmental work (CEQA/NEPA) expected to commence in early 2014.

As an interim measure, the City is working with the Del Puerto Water District on "wheeling" water from the San Joaquin River to the DMC via Patterson Irrigation District's pumping facility. The California Water Code allows wastewater dischargers to the San Joaquin River to remove an equivalent amount of river water downstream from their discharge points, as long as the water is put to a beneficial use.

In order to wheel the water to DPWD, the City must obtain a "right" to its wastewater discharge, i.e. establish that a certain volume of water in the San Joaquin River originates with the City of Turlock's wastewater treatment facility. Furthermore, the City must show that no downstream users are harmed by the removal of the water from the river.

The State Water Resources Control Board has jurisdiction over water rights in California. Therefore, the City must submit an application to the SWRCB to establish its Water Right. Unfortunately, there is a significant fee associated with the application – in excess of \$220,000.

The City is negotiating a Water Sales Agreement with DPWD that would pay the City approximately \$750,000 per year for its recycled water. Even if the agreement does not come to fruition, it remains critical that the City obtain its right to the recycled water to implement its long-term goal of removing its recycled water entirely from the San Joaquin River.

3. BASIS FOR RECOMMENDATION:

- A. The City of Turlock's long-term goal is to remove its recycled water from the San Joaquin River and put it to a beneficial use
- B. The City must obtain a Water Right to sell the water to Del Puerto Water District, and the State Water Resources Control Board charges a significant fee for Water Right applications.
- C. There are adequate reserves in the Water Quality Control Fund for this phase of the project. This project is a long-term investment that is necessary to ensure the beneficial reuse of the City's wastewater.

Strategic Plan Initiative: MUNICIPAL INFRASTRUCTURE

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

- iii) Wastewater
- viii) Beneficial Reuse of Recycled Water
- ix) Collaborative regional efforts on water resources planning and management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Budget Amendment: Appropriate \$225,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 Operations Reserve.

The Water Quality Control Fund has a 2013-14 operations reserve of approximately \$16,166,128.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). The City Council could elect not to proceed with the Water Right application. This alternative is not recommended because establishing the City's water right is essential to accomplishing the City's long-term goal of removing its recycled water from the San Joaquin River.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2013-
\$225,000 TO ACCOUNT NUMBER }
ACCOUNT NUMBER 410-51-530.43340 }
"NORTH VALLEY REGIONAL RECYCLED }
WATER PROJECT" FROM WATER QUALITY }
CONTROL FUND 410 "OPERATIONS" }
RESERVE FOR THE PURPOSE OF }
OBTAINING A "WATER RIGHT" FOR THE }
CITY'S RECYCLED WATER FROM THE }
STATE WATER RESOURCES CONTROL }
BOARD }

WHEREAS, the City, in partnership with the Del Puerto Water District, is working together to convey recycled water to the Delta Mendota Canal for irrigation purposes; and

WHEREAS, the City discharges tertiary treated recycled water to the San Joaquin River; and

WHEREAS, in order to remove its recycled water from the San Joaquin River, the City must obtain a Water Right for its recycled water from the State Water Resources Control Board; and

WHEREAS, obtaining the Water Right is the next step in the City's long-term goal of removing its recycled water discharge from the San Joaquin River entirely; and

WHEREAS, through a water sales agreement with Del Puerto Water District, the City expects to recoup the costs associated with obtaining its Water Right; and

WHEREAS, the proposed project will reduce the need for groundwater pumping in dry years.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$225,000 to account number 410-51-530.43340 "North Valley Regional Recycled Water Project" from Water Quality Control Fund 410 "Operations" Reserve for the purpose of obtaining a "water right" for the City's recycled water from the State Water Resources Control Board.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of December, 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