

City Council Agenda



JANUARY 28, 2014

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

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

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

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

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

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

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

AGENDA PACKETS: Prior to the City Council meeting, a complete Agenda Packet is available for review on the City's website at www.cityofturlock.org 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
C. SWEARING IN OF ALLISON VAN GUILDER, PARKS, RECREATION AND PUBLIC FACILITIES SERVICES DIRECTOR
2. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**
 - A. Appointment: Parks, Recreation & Community Programs Commission
 - B. Announcement: Introduction of Stanislaus County Alliance CEO, Dave White

3. A. SPECIAL BRIEFINGS

1. COMMISSION BRIEFINGS

- Arts Commission

B. STAFF UPDATES

1. Turlock Together 2013 Report (*Manuel Drumonde*)
2. Support Staffing Report (*Lohman/Nielsen*)
3. Downtown Community Visioning Workshop Overview and Summary (*Whitmore, Local Government Commission, Opticos*)
4. Street Tree Policy and Procedure (*Van Guilder*)
5. Notice of Discharge Violation and Proposed Penalty for Water Quality Control (*Cooke*)
6. City of Turlock/Turlock Irrigation District Meetings (*Wasden*)
7. Off-Site City Council Meetings (*Wasden*)
8. Turlock Water Conservation (*Cooke*)

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 12/12/13 in the amount of \$2,427,307.01; Demands of 12/19/13 in the amount of \$2,600,264.05; Demands of 1/2/14 in the amount of \$473,436.82
- B. Motion: Accepting Minutes of Regular Meeting of January 14, 2014; Minutes of Special Meeting of January 14, 2014
- C. 1). Motion: Approving Amendment No. 4 for an additional one (1) year extension of the attached Special Services Contract No. 10-824 for Economic and Planning Systems, Inc., to provide professional economic and planning services for City Project No. 10-54, "Morgan Ranch Master Plan"

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- 2). Motion: Approving Amendment No. 4 for an additional one (1) year extension of the attached Special Services Contract No. 10-825 for Omni Means, Ltd., to provide professional transportation and traffic design services for City Project No. 10-54, "Morgan Ranch Master Plan"
- D. Resolution: Initiating proceedings for the Sutter Gould Medical Foundation (Parcel Map 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-46
- E. 1). Motion: Making the determination that City Project No. 13-60, "Pedestrian Gate at Turlock Regional Transit Center," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines
- 2). Motion: Awarding bid and approving an agreement in the amount of \$6,450 [Fund 426-40-415.47451 "Contingencies (LTF Capital)"] with Sinclair General Engineering Construction, of Oakdale, California, for City Project No. 13-60, "Pedestrian Gate at Turlock Regional Transit Center"
- F. 1). Motion: Approving an agreement in the amount of \$136,975 (Fund 216) with Alta Planning + Design, Inc., of Sacramento, California, for the development of a bicycle master plan and pedestrian master plan associated with City Project No. 13-64, "Develop an Active Transportation Plan"
- 2). Resolution: Appropriating \$142,244 to account number 216-40-421.43060_009 "Contract Services Active Transportation Plan" to be funded using unexpended Non-Motorized monies in Fund 216 "Streets-Local Transportation Funds" as part of City Project No. 13-64, "Develop an Active Transportation Plan"
- G. Resolution: Appropriating \$6,000 to account number 228-60-608.43701 "Parks Master Plan (Community Parks)" from Fund 228 "Community Park" reserve balance to update the City's Parks Master Plan and Park Improvement Fee
- H. Motion: Approving an agreement with Lewis and Dolores Baptista for Parcel No. 044-015-008 consisting of 10 acres at the southwest corner of 1300 S. Kilroy and 2201 W. Linwood for agricultural purposes, for a period of forty-seven (47) months
- I. Motion: Approving a Professional Services Agreement between the City of Turlock and Larry Walker Associates for the preparation of a Mixing Zone Field Study for the Turlock Harding Drain By-Pass Pipeline as required by the City's NPDES Discharge Permit, in an amount not to exceed \$40,880 from Fund 410-51-530.43316 "NPDES Permit Studies"
- J. 1). Motion: Approving the purchase of a Time and Attendance Interface, Animal Licensing, and Leave Management from New World Systems in an amount not to exceed \$58,760 and authorizing the City Manager to sign the license agreement
- 2). Resolution: Appropriating \$25,440 to account number 227-40-135.51011 "Computer Software" and \$17,200 to account number 240-00-000-200.51005_002 "Financial Software" from Fund 227 "Public Safety Tax" and Fund 240 "Small Equipment Replacement-General Administration" reserve balance for the purchase of Animal Licensing Software and Leave Management Software from New World Systems
- K. Resolution: Authorizing the City Manager, the City Manager's designee, or the City Attorney to execute agreements between the City of Turlock and local businesses or residents for the purpose of conducting training on non-City owned property
- L. Resolution: Appropriating \$159,484 to account number 512-10-152.47075_003 "Premiums Liability" from Fund 512 "Casualty Insurance-Self Insurance-Liability" reserve balance for a retrospective adjustment from the Central San Joaquin Valley Risk Management Authority

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- M. **Resolution:** Authorizing the City Manager to enter into an agreement with U.S. Bank and to sign an addendum to the State of California Purchase Card Program Master Services Agreement for continued use of the Cal Card program
 - N. **Motion:** Rejecting Claim for Damages filed by Debra Borrelli

6. FINAL READINGS

- A. ***Recommended Action:***
Ordinance: Amending Turlock Municipal Code Title 1, Chapter 6, Section 1, regarding minimum insurance requirements as introduced at the January 14, 2014 meeting
- B. ***Recommended Action:***
Ordinance: Adding Turlock Municipal Code Title 5, Chapter 26, prohibiting Aggressive Solicitation within the City of Turlock as introduced at the January 14, 2014 meeting
- C. ***Recommended Action:***
Ordinance: Amending Turlock Municipal Code Title 2, Chapter 1, Article 02, regarding regular City Council Meeting dates coinciding with City holidays as introduced at the January 14, 2014 meeting

Resolution: Adopting the 2014 City Council Meeting Schedule

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 to confirm the annexation of 855 N. Olive Avenue (Parcel No. 042-024-051) and 871 N. Olive Avenue (Parcel No. 042-024-050), to the Parcel Map 07-06 (Kevin Berger) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, City Project No. 0747. (*Pitcock*)

Recommended Action:
Resolution: Confirming the annexation of 855 N. Olive Avenue (Parcel No. 042-024-051) and 871 N. Olive Avenue (Parcel No. 042-024-050), to the Parcel Map 07-06 (Kevin Berger) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, City Project No. 0747

8. SCHEDULED MATTERS

- A. Request to accept the Building Department Fee Program report. (*Picciano*)

Recommended Action:
Motion: Accepting the Building Department Fee Program report

- B. Request to combine the Arts Commission and the Parks, Recreation and Community Programs Commission into a single advisory commission consisting of nine (9) members made up of all current commissioners. (*Van Guilder*)

Recommended Action:

Resolution: Combining the Arts Commission and the Parks, Recreation and Community Programs Commission into a single advisory commission consisting of nine (9) members made up of all current commissioners

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

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

11. CLOSED SESSION

- A. *Conference with Real Property Negotiators*, Cal. Gov't Code §54956.8
"Notwithstanding any other provisions of this chapter, a legislative body of a local agency may hold a closed session with its negotiator prior to the purchase, sale, exchange, or lease of real property by or for the local agency to grant authority to its negotiator regarding the price and terms of payment for the purchase, sale, exchange, or lease."
Property: 480 Julian Street, Turlock, CA (APN No. 061-010-014)
Agency Negotiator: Roy W. Wasden
Negotiating Parties: Stanislaus County Tax Collector
Under Negotiation: Price and terms of payment

12. ADJOURNMENT

PARKS, RECREATION & COMMUNITY PROGRAMS COMMISSION

2 Vacancies:

Note: Only one (1) vacancy will be considered at the January 28, 2014 City Council Meeting due to potential action to be taken by Council under Scheduled Matters Item 8B.

2 terms left vacant on 12/31/13

Appoint to Term(s) Expiring:
12/31/16

3 Applicants:

- Bianca Angela Davoodian (*requests reappointment*)
- 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	12/8/09 1/8/13	12/31/15
Mike Dowd	10/12/10	1/8/13	12/31/15
VACANT	---	---	12/31/13
VACANT	---	---	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

Kellie Weaver - Re: Request for Reappointment

From: "Davoodian, Bianca"
To: Kellie Weaver
Date: 12/17/2013 12:26 PM
Subject: Re: Request for Reappointment

Hi Kellie,

I look forward to reappointment to the Parks and Recreation Committee.

Thank you so much! I wish you a beautiful Christmas!

Warmly,
Bianca Davoodian

On Dec 17, 2013, at 9:01 AM, Kellie Weaver <KWeaver@turlock.ca.us> wrote:

Good morning!

I know we spoke about getting you reappointed to the Arts Commission since your current term expires on 12-31-13. Please respond to this e-mail with a brief statement requesting Mayor Lazar reappoint you to the Arts Commission.

Thanks! If you have any questions, please call me at 668-5542, Ext. 1110.

Have a wonderful day!!

Kellie

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.

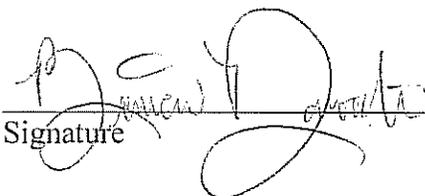
You may submit additional or supplemental information along with this form.

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



Date

Aug 26, 2013

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



OFFICE OF THE CITY CLERK
ADMINISTRATION

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

AUG 27 2013

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: Stan Grant

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? Twenty-four 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: _____

Business Address: _____ Zip Code: 95381

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

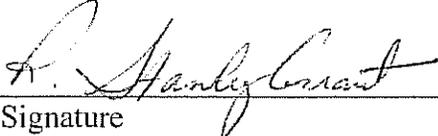
What are your most important qualifications for the commission(s) or committees(s) that you indicated above? Strong organizational, analytical, & interpersonal skills; high personal
standards with regard to ethics and honoring commitments; a keen desire to
contribute to my community

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

RECEIVED

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



AUG 20 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 _____

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 12/12/13 IN THE AMOUNT OF }
\$2,427,307.01; DEMANDS OF 12/19/13 IN }
THE AMOUNT OF \$2,600,264.05; DEMANDS }
OF 1/2/14 IN THE AMOUNT OF \$473,436.82 }
_____ }

RESOLUTION NO. 2014-

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:
12/12/13	\$2,427,307.01
12/19/13	\$2,600,264.05
1/2/14	\$473,436.82

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, 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: 12/6/2013 - To Payment Date: 12/12/2013

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
95874	12/09/2013	Open			Accounts Payable	STANISLAUS CTY RECORDER	\$100.00		
AP - Accounts Payable	Invoice			12/05/2013					
	LLA CP13-49								
	Paying Fund								
	305 - Capital Facility Fees								
95875	12/11/2013	Open			Accounts Payable	A & G SALES PROMOTION LTD	\$2,544.88		
AP - Accounts Payable	Invoice								
	20165			12/06/2013					
	Paying Fund								
	110 - General Fund								
95876	12/11/2013	Open			Accounts Payable	A-Z BUS SALES INC	\$763.76		
AP - Accounts Payable	Invoice								
	D131157			12/02/2013					
	Paying Fund								
	425 - Transit - Dial A Ride								
95877	12/11/2013	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$274.44		
AP - Accounts Payable	Invoice								
	893887			12/10/2013					
	Paying Fund								
	502 - Engineering								
95878	12/11/2013	Open			Accounts Payable	AT&T / CALNET 2	\$1,235.11		
AP - Accounts Payable	Invoice								
	000004887682			12/06/2013					
	000004874222			12/06/2013					
	000004874221			12/06/2013					
	000004874188			12/06/2013					
	000004874189			12/06/2013					

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Payment Register

From Payment Date: 12/6/2013 - To Payment Date: 12/12/2013

Paying Fund	Invoice	Date	Description	Accounts Payable	AT&T MOBILITY	Amount
000004872395	12/06/2013	2096675114869				\$16.18
000004855206	12/06/2013	2096561870503				\$45.70
000004869482	12/06/2013	2096685683187				\$0.09
000004866469	12/09/2013	2352585538956	T1-4 way split			\$178.97
Paying Fund		Cash Account				Amount
110 - General Fund		110.11000 (Cash)				\$1,092.49
205 - Sports Facilities		205.11000 (Cash)				\$16.18
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				\$29.89
420 - WATER		420.11000 (Cash)				\$29.89
426 - Transit - BLAST		426.11000 (Cash)				\$66.66
95879	12/11/2013	Open		Accounts Payable	AT&T MOBILITY	\$2,967.46
Invoice		Date	Description			Amount
828522196X112013	12/09/2013	828522196/WQC and Engineering data/sim				\$547.67
995824412X112013	12/09/2013	995824412: Aircards				\$2,419.79
Paying Fund		Cash Account				Amount
110 - General Fund		110.11000 (Cash)				\$2,419.79
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				\$507.68
502 - Engineering		502.11000 (Cash)				\$39.99
95880	12/11/2013	Open		Accounts Payable	AT&T/SBC	\$762.90
Invoice		Date	Description			Amount
11/15/13-interme	12/09/2013	051 887 4861 001/police internet				\$731.33
11/18/13-pd disp	12/09/2013	051 887 5017 001				\$31.57
Paying Fund		Cash Account				Amount
110 - General Fund		110.11000 (Cash)				\$762.90
95881	12/11/2013	Open		Accounts Payable	BALSWICK'S TIRE SHOP INC	\$235.95
Invoice		Date	Description			Amount
122483	12/02/2013	GOODYEAR EAGLE RSA 98W - POL11-1114, POL11-1107				\$235.95
Paying Fund		Cash Account				Amount
110 - General Fund		110.11000 (Cash)				\$235.95
95882	12/11/2013	Open		Accounts Payable	BONANDER TRUCKS	\$7.15
Invoice		Date	Description			Amount
189406	12/02/2013	KNOB - REC98-001				\$7.15

Payment Register

From Payment Date: 12/6/2013 - To Payment Date: 12/12/2013

Paying Fund	Date	Description	Account	Amount
110 - General Fund			110.11000 (Cash)	\$7.15
95883	12/11/2013	Open	Accounts Payable	\$850.00
			CALIFORNIA DEPT OF FISH AND WILDLIFE	
	12/11/2013	WATER RIGHT APPLICATION - RECYCLED WATER		\$850.00
			Cash Account	\$850.00
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$850.00
95884	12/11/2013	Open	Accounts Payable	\$1,154.49
			CENTRAL SANITARY SUPPLY	
	12/02/2013	CENTRAL SANITARY SUPPLY - JANITORIAL		\$370.67
		PAPER & CLEANING SUPPLIES		\$253.50
	12/02/2013	CENTRAL SANITARY SUPPLY - JANITORIAL		\$588.44
		PAPER & CLEANING SUPPLIES		(\$58.12)
	12/02/2013	CREDIT FOR WRONG ITEM ON INV#466328		
			Cash Account	\$1,154.49
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,154.49
95885	12/11/2013	Open	Accounts Payable	\$6,102.05
			CHAMPION INDUSTRIAL	
	12/03/2013	OCT QTRLY FILTER CHANGE OUT		\$2,540.05
	12/03/2013	SEMI-ANNUAL PM FOR ALL CITY OWNED/LEASE		\$3,562.00
			Cash Account	\$6,102.05
		110 - General Fund	110.11000 (Cash)	\$3,769.03
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,446.30
		425 - Transit - Dial A Ride	425.11000 (Cash)	\$112.50
		501 - Information Technology	501.11000 (Cash)	\$500.00
		505 - Fleet	505.11000 (Cash)	\$274.22
95886	12/11/2013	Open	Accounts Payable	\$23.40
			CHARTER COMMUNICATIONS	
	12/09/2013	8203136800000051		\$23.40
			Cash Account	\$23.40
		110 - General Fund	110.11000 (Cash)	\$16.72
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$3.34

Payment Register

From Payment Date: 12/6/2013 - To Payment Date: 12/12/2013

Invoice	Date	Description	Accounts Payable	CITY OF OAKDALE	Amount
420 - WATER		420.11000 (Cash)			\$3.34
95887	12/11/2013	Open			
PEREZ-942	12/04/2013	FTHB- REINALDO PEREZ 942 MARQUEZ CT OAKDALE 95361 Cash Account			\$50,000.00
Paying Fund					Amount
256 - Stanislaus Housing Consortia		256.11000 (Cash)			\$50,000.00
95888	12/11/2013	Open			
Invoice			Accounts Payable	CLARK BROS INC	\$46,223.30
11-42, PP3	12/05/2013	11-42 FULKERTH TANK & PUMP STATION-SEPT 2013 Cash Account			\$46,223.30
Paying Fund					Amount
420 - WATER		420.11000 (Cash)			\$46,223.30
95889	12/11/2013	Open			
Invoice			Accounts Payable	CLARK BROS INC	\$225,810.45
11-42, PP4	12/05/2013	11-42 FULKERTH TANK & PUMP STATION-OCT 2013 Cash Account			\$225,810.45
Paying Fund					Amount
420 - WATER		420.11000 (Cash)			\$225,810.45
95890	12/11/2013	Open			
Invoice			Accounts Payable	CLARK BROS INC	\$287,119.20
11-42, PP5	12/05/2013	11-42 FULKERTH TANK & PUMP STATION-NOV 2013 Cash Account			\$287,119.20
Paying Fund					Amount
420 - WATER		420.11000 (Cash)			\$287,119.20
95891	12/11/2013	Open			
Invoice			Accounts Payable	DIEDE CONSTRUCTION INC	\$174,276.69
0804, PP18,CAT1	12/10/2013	0804B TURLOCK PSF			\$114,020.77
0804, PP19,CAT1	12/10/2013	0804B TURLOCK PSF			\$3,054.25
0804,PP22,CAT9	12/10/2013	0804B TURLOCK PSF			\$57,201.67
Paying Fund					Amount
305 - Capital Facility Fees		305.11000 (Cash)			\$174,276.69
95892	12/11/2013	Open			
Invoice			Accounts Payable	DOWNEY BRAND ATTORNEYS	\$6,341.15

Payment Register

From Payment Date: 12/6/2013 - To Payment Date: 12/12/2013

Invoice	Date	Description	Amount
460162	12/02/2013	WASTEWATER PROJECT	\$5,278.65
460637	12/02/2013	NVRRWP	\$800.00
460239	12/02/2013	PCE	\$262.50
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$6,078.65
420 - WATER		420.11000 (Cash)	\$262.50
95893	12/11/2013	Open	\$2,968.75
Invoice		Accounts Payable	ECONOMIC & PLANNING INC
SR13-03,122087-1	12/10/2013	13-59 CFD#3	\$2,968.75
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$2,968.75
95894	12/11/2013	Open	\$3,556.50
Invoice		Accounts Payable	ENGEO INC.
SR 13-02, 203520	12/10/2013	11-29 COOPER AVE. STORM DRAIN LINE	\$3,556.50
Paying Fund		Cash Account	Amount
411 - Storm Drainage Construction		411.11000 (Cash)	\$3,556.50
95895	12/11/2013	Open	\$36.66
Invoice		Accounts Payable	EQUIFAX
822037	12/04/2013	CREDIT CHECK SERVICES FOR NOVEMBER 2013	\$36.66
Paying Fund		Cash Account	Amount
255 - CDBG		255.11000 (Cash)	\$36.66
95896	12/11/2013	Open	\$770.31
Invoice		Accounts Payable	FEDERAL EXPRESS
2771663322	12/03/2013	FREIGHT CHARGE FOR REPAIRS FOR WQC	\$770.31
Paying Fund		Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$770.31
95897	12/11/2013	Open	\$43,827.69
Invoice		Accounts Payable	FIRST TRANSIT INC
10893401	12/10/2013	DART & BLAST NOVEMBER SERVICES	\$43,827.69
Paying Fund		Cash Account	Amount
425 - Transit - Dial A Ride		425.11000 (Cash)	\$19,139.18

Payment Register

From Payment Date: 12/6/2013 - To Payment Date: 12/12/2013

Invoice	Date	Description	Accounts Payable	Amount
426 - Transit - BLAST		426.11000 (Cash)		\$24,688.51
95898	12/11/2013	Open	GARTON TRACTOR INC	\$1,728.86
Invoice				
CT13984	12/02/2013	206 - GARTON TRACTOR INC SP00-4070 CLUTCH PARTS		\$1,728.86
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,728.86
95899	12/11/2013	Open	GEOANALYTICAL LAB INC	\$1,462.86
Invoice				
Z3K0405	12/03/2013	MONTHLY WASTE WATER		\$188.22
Z3K0406	12/03/2013	MONTHLY WASTE WATER		\$271.69
Z3J0809	12/03/2013	DRINKING WATER WELLS		\$236.25
Z3J1601	12/03/2013	DRINKING WATER WELLS		\$157.50
Z3J2101	12/03/2013	DRINKING WATER WELLS		\$80.00
Z3J3007	12/03/2013	DRINKING WATER WELLS		\$236.25
Z3K1809	12/03/2013	GROUNDWATER MONITORING		\$185.85
Z3K1804	12/03/2013	MONTHLY WASTE WATER		\$53.55
Z3K1405	12/03/2013	MONTHLY WASTE WATER		\$53.55
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$752.86
420 - WATER		420.11000 (Cash)		\$710.00
95900	12/11/2013	Open	HORIZON WATER & ENVIR LLC	\$652.50
Invoice				
818	12/09/2013	HARDING DRAIN BYPASS PROJECT		\$652.50
Paying Fund		Cash Account		Amount
415 - Sewer Bond Projects		415.11000 (Cash)		\$652.50
95901	12/11/2013	Open	HSQ INC	\$16,992.00
Invoice				
05-2845/12301	12/10/2013	MAINTENANCE AGREEMENT FROM 7/12/13 TO 7/11/14		\$16,992.00
Paying Fund		Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$8,496.00
420 - WATER		420.11000 (Cash)		\$8,496.00

Payment Register

From Payment Date: 12/6/2013 - To Payment Date: 12/12/2013

Invoice	Date	Description	Accounts Payable	INDEPENDENT ELECTRIC INC	Amount
12/11/2013	12/02/2013	WIRE FOR NEW ELECTRICAL PANEL @TEGNER			\$79.08
S101717761.001		SEWER LIFT			\$79.10
S101738083.001	12/02/2013	VGCI RCP WHITE SMARTLOCK PRO SLIM			\$79.10
Paying Fund		Cash Account			\$79.10
246 - Landscape Assessment		246.11000 (Cash)			\$79.08
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$79.08
95902	12/11/2013	Open	Accounts Payable	INTELLI-TECHNOLOGIES AND SERVICES INC	\$1,252.37
Invoice		Description			Amount
66676	12/03/2013	WORK ORDER 150723 MAINTENANCE			\$1,252.37
Paying Fund		Cash Account			\$626.18
110 - General Fund		110.11000 (Cash)			\$626.19
501 - Information Technology		501.11000 (Cash)			\$626.19
95904	12/11/2013	Open	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	\$2,394.80
Invoice		Description			Amount
828603	12/05/2013	SR 12-07, 10-53 ALLEY SEWER & WATER LINES REPL			\$1,117.00
828715	12/05/2013	SR 13-02, 12-45 MONTE VISTA REHAB			\$647.00
SR 13-01, 828713	12/10/2013	13-25A			\$630.80
Paying Fund		Cash Account			\$647.00
215 - Streets - Grant Funded Projects		215.11000 (Cash)			\$630.80
305 - Capital Facility Fees		305.11000 (Cash)			\$480.31
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$636.69
420 - WATER		420.11000 (Cash)			\$636.69
95905	12/11/2013	Open	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$843.58
Invoice		Description			Amount
241722677	12/03/2013	COPIER LEASED FOR 9 COPIERS			\$843.58
Paying Fund		Cash Account			\$804.85
110 - General Fund		110.11000 (Cash)			\$19.36
405 - Building		405.11000 (Cash)			\$19.37
505 - Fleet		505.11000 (Cash)			\$19.37

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Invoice	Date	Description	Accounts Payable	Amount
95906	12/11/2013	Open	LANGUAGE LINE SERVICES	\$10.75
3266454	12/06/2013	9020101104-Translation service		\$10.75
		Cash Account		Amount
		110 - General Fund		\$10.75
95907	12/11/2013	Open	MC COY TRUCK TIRE SERVICE CENTER INC	\$2,827.05
475561	12/02/2013	1209 - MC COY TRUCK TIRE SERVICE CENTER INC 1032 TIRES		\$2,827.05
		Cash Account		Amount
		426 - Transit - BLAST		\$2,827.05
95908	12/11/2013	Open	MME	\$841.98
0086643	12/02/2013	REPLACEMENT SWEEPER HEADS - ST13-7120		\$841.98
		Cash Account		Amount
		217 - Streets - Gas Tax		\$841.98
95909	12/11/2013	Open	MO-CAL OFFICE SOLUTIONS INC	\$993.98
AR181563	12/03/2013	POLICE ADMIN - TASKALFA 3500i		\$34.62
AR181564	12/03/2013	PLANNING - TASKALFA 4500i		\$114.97
AR181570	12/03/2013	ADMINISTRATIVE KM-4050		\$29.95
AR181571	12/03/2013	FINANCE KM-3050 (SPLIT 1/3)		\$77.92
AR181572	12/03/2013	RECREATION TASKALFA 4500i		\$129.57
AR181593	12/03/2013	MS ADMIN KM-4050		\$38.10
AR181594	12/03/2013	HOUSING KM-3050		\$41.64
AR181595	12/03/2013	MS ADMIN KM-C2520 (SPLIT USAGE COST)		\$162.73
AR181596	12/03/2013	ENGINEERING KM-4050		\$61.28
AR181654	12/03/2013	POLICE T-NET KM-1820		\$1.80
AR181652	12/03/2013	POLICE LIFESPAN KM-1820		\$1.67
AR181653	12/03/2013	POLICE RECORDS KM-4050		\$299.73
		Cash Account		Amount
		110 - General Fund		\$677.20
		204 - AB 939 Integrated Waste Mgmt		\$2.04
		255 - CDBG		\$41.64

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Invoice	Date	Description	Account Payable	Amount
410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$185.84
420 - WATER		420.11000 (Cash)		\$25.98
502 - Engineering		502.11000 (Cash)		\$61.28
95910	12/11/2013	Open	Accounts Payable	\$102.80
	12/02/2013	VICTOPAC SHEET	NEXT LEVEL PARTS INC	\$31.05
	12/02/2013	BATTERY - POL05-1237		\$71.75
		Cash Account		
		110 - General Fund		\$71.75
		426 - Transit - BLAST		\$31.05
95911	12/11/2013	Open	Accounts Payable	\$6,838.03
	12/06/2013	8391988340-1/244 N Broadway-PSF		\$6,757.43
	12/06/2013	0221941093-9/595 High St		\$10.76
	12/06/2013	4388605407-1/275 N Orange St		\$20.13
	12/06/2013	6180280303-3/600 Columbia St		\$9.85
	12/06/2013	7472823285-6/1030 East Ave		\$39.86
		Cash Account		
		110 - General Fund		\$6,838.03
95912	12/11/2013	Open	Accounts Payable	\$912.00
	12/02/2013	LATEX & NITRILE GLOVES FOR CITY DEPARTMENTS	P H & S PRODUCTS LLC	\$455.00
	12/02/2013	LATEX & NITRILE GLOVES FOR CITY DEPARTMENTS		\$457.00
		Cash Account		
		410 - WATER QUALITY CONTROL (WQC)		\$912.00
95913	12/11/2013	Open	Accounts Payable	\$1,734.27
	12/03/2013	WATER PARTS	PACE SUPPLY CORPORATION	\$271.22
	12/03/2013	COLLECTION SUPPLIES		\$1,463.05
		Cash Account		
		410 - WATER QUALITY CONTROL (WQC)		\$1,463.05
		420 - WATER		\$271.22

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From Payment Date: 12/6/2013 - To Payment Date: 12/12/2013

Invoice	Date	Description	Account	Amount
95914	12/11/2013	Open	Accounts Payable	PACIFIC WATER RESOURCES
13171	12/02/2013	15 HP SMITH AND LOVELESS MODEL 6B3 PUMP	Cash Account	\$13,849.94
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$13,849.94
95915	12/11/2013	Open	Accounts Payable	PROTECH SECURITY/ELEC INC
174548	12/03/2013	SECURITY MONITORING FOR CITY HALL AND CNG	Cash Account	\$70.00
		110 - General Fund	110.11000 (Cash)	\$70.00
95916	12/11/2013	Open	Accounts Payable	RAY MORGAN COMPANY
536054	12/03/2013	FROM 10/1/13 TO 10/31/13 METER COUNT	Cash Account	\$3,551.35
		110 - General Fund	110.11000 (Cash)	\$2,657.82
		205 - Sports Facilities	205.11000 (Cash)	\$9.46
		217 - Streets - Gas Tax	217.11000 (Cash)	\$4.23
		246 - Landscape Assessment	246.11000 (Cash)	\$15.60
		405 - Building	405.11000 (Cash)	\$66.41
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$511.66
		420 - WATER	420.11000 (Cash)	\$32.85
		502 - Engineering	502.11000 (Cash)	\$253.32
95917	12/11/2013	Open	Accounts Payable	ROBERTSON - BRYAN INC
10969	12/09/2013	TOXICITY REDUCTION EVALUATION	Cash Account	\$4,467.50
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,467.50
95918	12/11/2013	Open	Accounts Payable	ROWE'S UPHOLSTERY
2759	12/02/2013	184 - ROWE'S UPHOLSTERY EL97-664 SEAT REPAIR	Cash Account	\$75.00
		Paying Fund		Amount

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From Payment Date: 12/6/2013 - To Payment Date: 12/12/2013

Invoice	Date	Description	Accounts Payable	SIERRA CHEMICAL CO	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$75.00
12/11/2013	Open				
10000731	12/03/2013	CHLORINE AND CONTAINER DEPOSIT			\$2,347.23
10001040	12/03/2013	CHLORINE AND CONTAINER DEPOSIT			\$4,694.48
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$7,041.71
95919					\$7,041.71
12/11/2013	Open				
Invoice					
6859, PP18	12/10/2013	6859 HARDING DRAIN BYPASS	Accounts Payable	SIERRA MOUNTAIN CONSTRUCTION INC	\$1,014,879.05
Paying Fund		Cash Account			Amount
415 - Sewer Bond Projects	415.11000 (Cash)				\$1,014,879.05
95920					\$1,014,879.05
12/11/2013	Open				
Invoice					
10-53	12/10/2013	RECORDING FEES FOR LIEN AGREEMENTS	Accounts Payable	STANISLAUS CTY RECORDER	\$174.00
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$74.82
420 - WATER	420.11000 (Cash)				\$99.18
95921					\$174.00
12/11/2013	Open				
Invoice					
2014-00000493	12/11/2013	WATER RIGHT APPLICATION - RECYCLED WATER	Accounts Payable	STATE WATER RESOURCES CONTROL BOARD	\$201,850.00
Paying Fund		Cash Account			Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$201,850.00
95922					\$201,850.00
12/11/2013	Open				
Invoice					
12/12/13-259	12/06/2013	12/12/13-259	Accounts Payable	T I D	\$19,457.42
12/12/13-333	12/06/2013	12/12/13-333			\$1,901.86
022041-12/4/13	12/06/2013	000208-022041-0003/244 N Broadway-PSF			\$12,843.76
12/12/13-260	12/09/2013	12/12/13-260			\$7,767.40
Paying Fund		Cash Account			Amount
110 - General Fund	110.11000 (Cash)				\$14,075.06
95923					\$41,970.44
12/11/2013	Open				
Invoice					

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216 - Streets - Local Transportation	216.11000 (Cash)								\$2,143.76
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)								\$4,107.24
420 - WATER	420.11000 (Cash)								\$19,904.77
426 - Transit - BLAST	426.11000 (Cash)								\$82.81
505 - Fleet	505.11000 (Cash)								\$1,656.80
95924	12/11/2013	Open	Invoice	12/02/2013	Accounts Payable	TANKO STREET LIGHTING SVC	Amount		\$951.59
5489			Paying Fund			TWIST LOCK AND BUTTON EYE PHOTO CELLS	Amount		\$951.59
246 - Landscape Assessment	246.11000 (Cash)						Amount		\$951.59
95925	12/11/2013	Open	Invoice		Accounts Payable	TEICHERT CONSTRUCTION INC	Amount		\$188,472.88
12-45, PP1	12-45 MONTE VISTA REHABILITATION						Amount		\$188,472.88
Paying Fund	Cash Account						Amount		\$188,472.88
215 - Streets - Grant Funded Projects	215.11000 (Cash)						Amount		\$188,472.88
95926	12/11/2013	Open	Invoice	12/02/2013	Accounts Payable	TRIMAX MOWING SYSTEMS	Amount		\$680.51
25977			Paying Fund			1167 - TRIMAX MOWING SYSTEMS SC03-9027	Amount		\$680.51
205 - Sports Facilities	205.11000 (Cash)					PEGUASUS SPINDLE	Amount		\$680.51
95927	12/11/2013	Open	Invoice	12/02/2013	Accounts Payable	TURF STAR	Amount		\$2,934.30
6821099-00			Paying Fund			993 - TURF STAR AD06-0428 NEW DECK	Amount		\$2,934.30
246 - Landscape Assessment	246.11000 (Cash)						Amount		\$2,934.30
95928	12/11/2013	Open	Invoice	12/03/2013	Accounts Payable	UNIVAR USA INC	Amount		\$4,989.77
SJ588450			Paying Fund			SODIUM BISULFITE	Amount		\$4,989.77
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)						Amount		\$4,989.77

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Invoice	Date	Description	Account Payable	Amount
95929	12/11/2013	Open	UTILITY TELEPHONE, INC.	\$519.15
	12/06/2013	127022-City wide internet service		\$519.15
		Cash Account		Amount
		501.11000 (Cash)		\$519.15
95930	12/11/2013	Open	WALKER ASSOC INC, LARRY	\$4,233.75
	12/09/2013	CONSULTING SERVICES FOR DISINFECTION		\$4,233.75
		BYPRODUCT COMPLIANCE		
		Cash Account		Amount
		410.11000 (Cash)		\$4,233.75
95931	12/11/2013	Open	WARDEN'S OFFICE INC	\$1,253.83
	12/03/2013	LAB FURNITURE		\$1,253.83
		Cash Account		Amount
		410.11000 (Cash)		\$626.91
		420.11000 (Cash)		\$626.92
95932	12/11/2013	Open	ZALREICH CHEMICAL CO INC	\$35,843.11
	12/03/2013	ALUMINUM CHLOROHYDRATE		\$18,014.44
	12/03/2013	ALUMINUM CHLOROHYDRATE		\$17,828.67
		Cash Account		Amount
		410.11000 (Cash)		\$35,843.11
95933	12/11/2013	Open	FERREIRA, DUSTIN	\$71.12
	11/11-11/15/13	REIMB FOR MEALS / TRAFFIC COLLISION		\$71.12
		INVESTIGATION / NO TR#		
		Cash Account		Amount
		110.11000 (Cash)		\$71.12
95934	12/11/2013	Open	FREITAS, JOSEFINA	\$18.00
	12/09/2013	Miscellaneous		\$18.00
		Cash Account		Amount

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Invoice	Date	Description	Account	Amount
203 - Animal Fee Forfeiture			203.11000 (Cash)	\$18.00
95935	12/11/2013	Open Invoice	Accounts Payable	\$18.00
	12/09/2013	Miscellaneous	GARCIA, RAMIRO	\$18.00
		Cash Account		\$18.00
203 - Animal Fee Forfeiture			203.11000 (Cash)	\$18.00
95936	12/11/2013	Open Invoice	Accounts Payable	\$68.57
	11/11-11/15/13	REIMB FOR MEALS / TRAFFIC COLLISION INVESTIGATION / NO TR#	INDERBITZEN, PAUL	\$68.57
		Cash Account		\$68.57
110 - General Fund			110.11000 (Cash)	\$68.57
95937	12/11/2013	Open Invoice	Accounts Payable	\$89.51
	11/11-11/15/13	REIMB FOR MEALS / TRAFFIC COLLISION INVESTIGATION / NO TR#	LAVRAR, KRISTI	\$89.51
		Cash Account		\$89.51
110 - General Fund			110.11000 (Cash)	\$89.51
95938	12/11/2013	Open Invoice	Accounts Payable	\$87.77
	11/11-11/15/13	REIMB FOR MEALS / TRAFFIC COLLISION INVESTIGATION / NO TR#	LEWIS, CLIFF	\$87.77
		Cash Account		\$87.77
110 - General Fund			110.11000 (Cash)	\$87.77
95939	12/11/2013	Open Invoice	Accounts Payable	\$660.00
	BP 10-1042	METER FEE LESS DEPOSIT - 2501 CYPRESS POINT	MC ROY-WILBUR COMMUN	\$660.00
		Cash Account		\$1,100.00
110 - General Fund			110.11000 (Cash)	(\$440.00)
420 - WATER			420.11000 (Cash)	\$1,100.00
95940	12/11/2013	Open Invoice	Accounts Payable	\$48.82
			SNELSON COMPANIES INC	\$48.82

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GEER/CHRISTOFFER	12/02/2013	FH USAGE LESS DEPOSIT - CHRISTOFFERSEN & GEER	\$48.82
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$700.00
420 - WATER		420.11000 (Cash)	(\$651.18)
95941	12/11/2013	Open	\$500.00
Invoice		Accounts Payable	TURLOCK CHRISTIAN LIFE CENTER
2014-00000475	12/04/2013	Facility Deposit Refund/Mar Memorial/11/24/13	\$500.00
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$500.00
95942	12/11/2013	Open	\$81.03
Invoice		Accounts Payable	WHITE, NICOLE
11/11-11/15/13	12/09/2013	REIMB FOR MEALS / TRAFFIC COLLISION INVESTIGATION / NO TR#	\$81.03
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$81.03
95943	12/11/2013	Open	\$84.12
Invoice		Accounts Payable	WILLIAMS, NATE
11/11-11/15/13	12/09/2013	REIMB FOR MEALS / TRAFFIC COLLISION INVESTIGATION / NO TR#	\$84.12
Paying Fund		Cash Account	Amount
110 - General Fund		110.11000 (Cash)	\$84.12
95944	12/11/2013	Open	\$41.90
Account Type		Utility Management Refund	MIN-LYN INVESTMENTS, LLC
Commercial Metered	L932442-003	MOVE OUT CREDIT	Refund
Paying Fund		Cash Account	Amount
420 - WATER		420.11000 (Cash)	\$41.90
95945	12/11/2013	Open	\$31.99
Account Type		Utility Management Refund	RAMIREZ, CHRISTOPHER
Single Family Res Metered	184799-004	MOVE OUT CREDIT	Refund
Paying Fund		Cash Account	Amount

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From Payment Date: 12/6/2013 - To Payment Date: 12/12/2013

420 - WATER

420.11000 (Cash)

\$31.99

Type Check Totals:
AP - Accounts Payable Totals

72 Transactions

\$2,427,307.01

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	\$2,427,307.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	72	\$2,427,307.01	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	\$2,427,307.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	72	\$2,427,307.01	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	\$2,427,307.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	72	\$2,427,307.01	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	72	\$2,427,307.01	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	72	\$2,427,307.01	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
95946	12/13/2013	Open			Accounts Payable	WESTAMERICA BANK	\$50,000.00		
	Paying Fund			Cash Account					
	255 - CDBG			255.11000 (Cash)				\$25,000.00	
	256 - Stanislaus Housing Consortia			256.11000 (Cash)				\$25,000.00	
95947	12/16/2013	Open			Accounts Payable	AFLAC	\$5,349.75		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)				\$5,349.75	
95948	12/16/2013	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$3,132.58		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)				\$3,132.58	
95949	12/16/2013	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$815.78		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)				\$815.78	
95950	12/16/2013	Open			Accounts Payable	COMBINED BENEFITS ADMIN C	\$72,432.36		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)				\$72,432.36	
95951	12/16/2013	Open			Accounts Payable	COMBINED BENEFITS ADMIN-	\$8,958.50		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)				\$8,958.50	
95952	12/16/2013	Open			Accounts Payable	COMBINED BENEFITS ADMIN/	\$3,267.80		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)				\$3,267.80	
95953	12/16/2013	Open			Accounts Payable	COMBINED BENEFITS ADMIN=	\$134,460.08		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)				\$134,460.08	
95954	12/16/2013	Open			Accounts Payable	ING LIFE INSURANCE AND	\$95.34		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)				\$95.34	
95955	12/16/2013	Open			Accounts Payable	VISION SERVICE PLAN CA	\$5,293.17		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)				\$5,293.17	
95956	12/17/2013	Open			Accounts Payable	TID	\$1,087.22		
	Paying Fund			Cash Account					

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95957	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Utility Management	ABINALES, MERCEDES	\$1,087.22
	12/18/2013	Open	Refund		\$108.43
	Paying Fund	Cash Account			Amount
95958	420 - WATER	420.11000 (Cash)	Utility Management	ANDERSON, JOSHUA, E	\$201.12
	12/18/2013	Open	Refund		\$34.44
	Paying Fund	Cash Account			Amount
95959	420 - WATER	420.11000 (Cash)	Utility Management	EVANS, RIANN	\$201.12
	12/18/2013	Open	Refund		\$128.82
	Paying Fund	Cash Account			Amount
95960	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	Utility Management	FRIEDMAN, IRA	\$1.43
	12/18/2013	Open	Refund		\$33.01
	Paying Fund	Cash Account			Amount
95961	420 - WATER	420.11000 (Cash)	Utility Management	GILBERT, KATHLEEN	\$128.82
	12/18/2013	Open	Refund		\$25.14
	Paying Fund	Cash Account			Amount
95962	420 - WATER	420.11000 (Cash)	Utility Management	HABITAT FOR HUMANITY	\$25.14
	12/18/2013	Open	Refund		\$105.95
	Paying Fund	Cash Account			Amount
95963	420 - WATER	420.11000 (Cash)	Utility Management	HUBBARD, SHARNAY, D	\$105.95
	12/18/2013	Open	Refund		\$150.05
	Paying Fund	Cash Account			Amount
95964	420 - WATER	420.11000 (Cash)	Utility Management	MADRUGA, JASON	\$150.05
	12/18/2013	Open	Refund		\$115.50
	Paying Fund	Cash Account			Amount
95965	420 - WATER	420.11000 (Cash)	Utility Management	ROBERTS, SCOTT, D	\$115.50
	12/18/2013	Open	Refund		\$154.55
	Paying Fund	Cash Account			Amount
95966	420 - WATER	420.11000 (Cash)	Utility Management	SHAW, ELIZABETH	\$154.55
	12/18/2013	Open	Refund		\$11.16
	Paying Fund	Cash Account			Amount

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95967	420 - WATER	Open	420.11000 (Cash)			\$11.16
	12/18/2013		Utility Management Refund	VACA, GUADALUPE		\$391.61
	Paying Fund		Cash Account		Amount	
95968	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	A & A PORTABLES INC		\$391.61
	12/19/2013		Accounts Payable		Amount	
	Paying Fund		Cash Account		Amount	
	246 - Landscape Assessment		246.11000 (Cash)		\$79.76	
	301 - Capital Improvement		301.11000 (Cash)		\$406.98	
95969	420 - WATER	Open	420.11000 (Cash)	ACCOUNTTEMPMS INC		\$699.60
	12/19/2013		Accounts Payable		Amount	
	Paying Fund		Cash Account		Amount	
95970	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	ADVANCED PUBLIC SAFETY		\$349.80
	12/19/2013		420.11000 (Cash)		\$349.80	
	Paying Fund		Cash Account		Amount	
	110 - General Fund		110.11000 (Cash)		\$2,024.40	
95971	420 - WATER	Open	420.11000 (Cash)	AECOM TECHNICAL SERVICES INC		\$3,298.68
	12/19/2013		Accounts Payable		Amount	
	Paying Fund		Cash Account		Amount	
95972	110 - General Fund	Open	110.11000 (Cash)	AIRGAS NGN		\$53.44
	12/19/2013		Accounts Payable		Amount	
	Paying Fund		Cash Account		Amount	
95973	110 - General Fund	Open	110.11000 (Cash)	ALLIED WEED CONTROL INC		\$53.44
	12/19/2013		Accounts Payable		Amount	
	Paying Fund		Cash Account		Amount	
95974	217 - Streets - Gas Tax	Open	217.11000 (Cash)		\$740.89	
	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	AMERINATNL COMM SERVICE		\$4,554.95
	12/19/2013		Accounts Payable		Amount	
	Paying Fund		Cash Account		Amount	
95975	255 - CDBG	Open	255.11000 (Cash)	ANDREWS ELECTRIC MOTORS		\$66,000.00
	12/19/2013		Accounts Payable		Amount	
	Paying Fund		Cash Account		Amount	
95976	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	APPLIED PEST MANAGEMENT INC		\$774.00
	12/19/2013		Accounts Payable		Amount	
	Paying Fund		Cash Account		Amount	
95977	410 - WATER QUALITY CONTROL (WQC)	Open	410.11000 (Cash)	BANK OF AGRICULTURE & COMMERCE		\$220.00
	12/19/2013		Accounts Payable		Amount	
	Paying Fund		Cash Account		Amount	

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95978	305 - Capital Facility Fees 12/19/2013 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	BOBO CONSTRUCTION INC	\$9,682.03
			Cash Account			Amount
						\$6,427.80
95979	305 - Capital Facility Fees 12/19/2013 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	BONANDER TRUCKS	\$70.52
			Cash Account			Amount
						\$70.52
95980	110 - General Fund 12/19/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	BUREAU VERITAS NO AMERICA	\$2,495.57
			Cash Account			Amount
						\$2,495.57
95981	405 - Building 12/19/2013 Paying Fund	Open	405.11000 (Cash)	Accounts Payable	BURTON'S FIRE APPARATUS	\$4,769.38
			Cash Account			Amount
						\$4,769.38
95982	110 - General Fund 12/19/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	CHAMPION INDUSTRIAL	\$164.00
			Cash Account			Amount
						\$164.00
95983	110 - General Fund 12/19/2013 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	CHARTER COMMUNICATIONS	\$55.00
			Cash Account			Amount
						\$55.00
95984	501 - Information Technology 12/19/2013 Paying Fund	Open	501.11000 (Cash)	Accounts Payable	CITY OF MODESTO	\$8,225.00
			Cash Account			Amount
						\$8,225.00
95985	420 - WATER 12/19/2013 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	CITY OF OAKDALE	\$18,616.41
			Cash Account			Amount
						\$18,616.41
95986	256 - Stanislaus Housing Consortia 12/19/2013 Paying Fund	Open	256.11000 (Cash)	Accounts Payable	CITY OF TURLOCK - CASH	\$179.32
			Cash Account			Amount
						\$179.32
	110 - General Fund		110.11000 (Cash)			\$31.52
	270 - Recreation Grants		270.11000 (Cash)			\$8.97
	405 - Building		405.11000 (Cash)			\$7.52
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$12.47
	420 - WATER		420.11000 (Cash)			\$20.81
	426 - Transit - BLAST		426.11000 (Cash)			\$10.00
	501 - Information Technology		501.11000 (Cash)			\$52.00
	502 - Engineering		502.11000 (Cash)			\$36.03
95987	12/19/2013 Paying Fund	Open		Accounts Payable	COUNTRY FORD TRUCKS INC	\$363.29
			Cash Account			Amount

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95988	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$4.89
	420 - WATER	420.11000 (Cash)			\$270.79
	426 - Transit - BLAST	426.11000 (Cash)			\$87.61
	12/19/2013 Open	Accounts Payable	CSJVRMA		\$141,865.00
	Paying Fund	Cash Account		Amount	
95989	512 - Casualty Insurance	512.11000 (Cash)			\$141,865.00
	12/19/2013 Open	Accounts Payable	CULLIGAN INC		\$297.37
	Paying Fund	Cash Account		Amount	
95990	420 - WATER	420.11000 (Cash)			\$297.37
	12/19/2013 Open	Accounts Payable	CUMMINS PACIFIC LLC		\$154.12
	Paying Fund	Cash Account		Amount	
95991	426 - Transit - BLAST	426.11000 (Cash)			\$154.12
	12/19/2013 Open	Accounts Payable	CUSTOM LOCKSMITH & ALARM INC		\$90.00
	Paying Fund	Cash Account		Amount	
95992	110 - General Fund	110.11000 (Cash)			\$90.00
	12/19/2013 Open	Accounts Payable	DELTA WIRELESS & NETWORK		\$62,838.00
	Paying Fund	Cash Account		Amount	
95993	116 - Special Public Safety	116.11000 (Cash)			\$62,838.00
	12/19/2013 Open	Accounts Payable	EAST SAN JOAQUIN WATER QUALITY COALITION		\$125.00
	Paying Fund	Cash Account		Amount	
95994	420 - WATER	420.11000 (Cash)			\$125.00
	12/19/2013 Open	Accounts Payable	ENGINEERED FIRE SYST INC		\$1,980.00
	Paying Fund	Cash Account		Amount	
95995	110 - General Fund	110.11000 (Cash)			\$1,980.00
	12/19/2013 Open	Accounts Payable	EVERGREEN OIL INC		\$235.00
	Paying Fund	Cash Account		Amount	
95996	217 - Streets - Gas Tax	217.11000 (Cash)			\$235.00
	12/19/2013 Open	Accounts Payable	FARIA, JAMIE		\$242.00
	Paying Fund	Cash Account		Amount	
95997	104 - Payroll Clearing Fund	104.11000 (Cash)			\$242.00
	12/19/2013 Open	Accounts Payable	FERGUSON ENTERPRISES INC		\$3,911.33
	Paying Fund	Cash Account		Amount	
95998	420 - WATER	420.11000 (Cash)			\$3,911.33
	12/19/2013 Open	Accounts Payable	FINANCIAL CREDIT NETWORK		\$269.83
	Paying Fund	Cash Account		Amount	
	110 - General Fund	110.11000 (Cash)			\$81.61

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95999	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 12/19/2013 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable Cash Account	FLINT TRADING INC.	\$104.30 \$83.92 \$1,110.82
96000	217 - Streets - Gas Tax 12/19/2013 Open Paying Fund	217.11000 (Cash) Accounts Payable Cash Account	GARTON TRACTOR INC	\$64.02
96001	410 - WATER QUALITY CONTROL (WQC) 12/19/2013 Open Paying Fund	410.11000 (Cash) Accounts Payable Cash Account	GEOANALYTICAL LAB INC	\$1,852.75
96002	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 12/19/2013 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable Cash Account	GOMES PROPANE	\$114.62
96003	217 - Streets - Gas Tax 12/19/2013 Open Paying Fund	217.11000 (Cash) Accounts Payable Cash Account	GRAINGER INC, W W	\$2,802.26
96004	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 12/19/2013 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable Cash Account	GROENIGER & CO INC	\$351.78
96005	420 - WATER 12/19/2013 Open Paying Fund	420.11000 (Cash) Accounts Payable Cash Account	GUINN III, MARVIN, OLIVER	\$556.31
96006	110 - General Fund 12/19/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Account	HARDER'S PRINT SHOP INC	\$166.17
96007	110 - General Fund 12/19/2013 Open Paying Fund	110.11000 (Cash) Accounts Payable Cash Account	HILMAR READY MIX	\$478.95
96008	302 - Street Light Installation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 12/19/2013 Open Paying Fund	302.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) Accounts Payable Cash Account	HUNTINGTON COURT REPORTER	\$859.02
96009	110 - General Fund 12/19/2013 Open	110.11000 (Cash) Accounts Payable	ITRON INC	\$2,073.93

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Paying Fund	Cash Account	Amount
96010	420 - WATER 12/19/2013 Open Paying Fund	\$2,073.93
	Accounts Payable	\$1,265.55
	JCS PROPERTIES LLC	
96011	625 - Successor Agency - LMI 12/19/2013 Open Paying Fund	\$1,265.55
	Accounts Payable	\$152,531.69
	JKB HOMES NORCAL INC	
96012	228 - Park Development Tax 12/19/2013 Open Paying Fund	\$152,531.69
	Accounts Payable	\$459.27
	JUSTUS LAWNMOWER SHOP INC	
96013	110 - General Fund 217 - Streets - Gas Tax 12/19/2013 Open Paying Fund	\$340.61
	Accounts Payable	\$118.66
	KEY SEAL PRODUCTS INC	
96014	217 - Streets - Gas Tax 12/19/2013 Open Paying Fund	\$168.40
	Accounts Payable	\$20,216.00
	KLEINFELDER WEST INC dba KLEINFELDER INC	
96015	415 - Sewer Bond Projects 420 - WATER 12/19/2013 Open Paying Fund	\$17,457.00
	Accounts Payable	\$2,759.00
	KONE INC	
96016	305 - Capital Facility Fees 12/19/2013 Open Paying Fund	\$23,844.32
	Accounts Payable	\$1,048.70
	LEHIGH HANSON INC	
96017	305 - Capital Facility Fees 12/19/2013 Open Paying Fund	\$1,048.70
	Accounts Payable	\$641.56
	LINCOLN EQUIPMENT INC	
96018	110 - General Fund 12/19/2013 Open Paying Fund	\$641.56
	Accounts Payable	\$468.00
	MADRUGA BROS ENT INC	
96019	110 - General Fund 255 - CDBG 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 12/19/2013 Open Paying Fund	\$399.00
	Accounts Payable	\$6.00
	\$42.00	
	\$12.00	
	\$9.00	
	MAGIC SANDS MOBILE HOME	\$252.54

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Paying Fund	Cash Account	Amount
96020	625 - Successor Agency - LMI 12/19/2013 Open	\$252.54
	Accounts Payable	
	MISSION LINEN SUPPLY INC	\$3,079.20
	Paying Fund	Amount
	110 - General Fund	\$711.40
	205 - Sports Facilities	\$112.29
	217 - Streets - Gas Tax	\$157.07
	246 - Landscape Assessment	\$192.30
	410 - WATER QUALITY CONTROL (WQC)	\$1,338.05
	420 - WATER	\$168.90
	505 - Fleet	\$399.19
96021	12/19/2013 Open	\$618.22
	Accounts Payable	
	MO-CAL OFFICE SOLUTIONS INC	
	Paying Fund	Amount
	110 - General Fund	\$475.28
	255 - CDBG	\$75.56
	410 - WATER QUALITY CONTROL (WQC)	\$33.69
	420 - WATER	\$33.69
96022	12/19/2013 Open	\$156.98
	Accounts Payable	
	MULBERRY MOBILE PARK	
	Paying Fund	Amount
	625 - Successor Agency - LMI	\$156.98
96023	12/19/2013 Open	\$570.53
	Accounts Payable	
	MUNICIPAL EMERGENCY SERVICES, INC.	
	Paying Fund	Amount
	110 - General Fund	\$570.53
96024	12/19/2013 Open	\$3,258.44
	Accounts Payable	
	MUNISERVICES LLC	
	Paying Fund	Amount
	110 - General Fund	\$3,258.44
96025	12/19/2013 Open	\$125.00
	Accounts Payable	
	NEW MEXICO CHILD SUPPORT ENFORCEMENT DIVISION	
	Paying Fund	Amount
	104 - Payroll Clearing Fund	\$125.00
96026	12/19/2013 Open	\$70,098.00
	Accounts Payable	
	NEW WORLD SYSTEM CORP	
	Paying Fund	Amount
	110 - General Fund	\$49,136.00
	240 - Small Equipment Replacement	\$8,616.00
	410 - WATER QUALITY CONTROL (WQC)	\$6,173.00
	420 - WATER	\$6,173.00
96027	12/19/2013 Open	\$14.05
	Accounts Payable	
	O'REILLY AUTO PARTS	

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$9.76
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4.29
12/19/2013	Accounts Payable	OMC STAINLESS STEEL CUST
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$139.91
12/19/2013	Accounts Payable	OMNI-MEANS INC
Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$11,433.00
12/19/2013	Accounts Payable	OVERAA & CO INC, C
Paying Fund	Cash Account	Amount
415 - Sewer Bond Projects	415.11000 (Cash)	\$1,088,269.27
12/19/2013	Accounts Payable	P G & E
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$946.48
217 - Streets - Gas Tax	217.11000 (Cash)	\$8.92
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$344.25
426 - Transit - BLAST	426.11000 (Cash)	\$114.75
505 - Fleet	505.11000 (Cash)	\$6,553.64
12/19/2013	Accounts Payable	P H & S PRODUCTS LLC
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$882.00
12/19/2013	Accounts Payable	PACE SUPPLY CORPORATION
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$236.78
420 - WATER	420.11000 (Cash)	\$1,656.19
12/19/2013	Accounts Payable	PACIFIC STORAGE COMPANY
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$206.00
12/19/2013	Accounts Payable	PATRIAS ELEC CONT, DARRAL
Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$42,226.99
12/19/2013	Accounts Payable	PAUL'S GLASS CO
Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$2,474.54
12/19/2013	Accounts Payable	POLYDYNE INC
Paying Fund	Cash Account	Amount
96028		\$139.91
96029		\$11,433.00
96030		\$1,088,269.27
96031		\$7,968.04
96032		\$882.00
96033		\$1,892.97
96034		\$206.00
96035		\$42,226.99
96036		\$2,474.54
96037		\$28,466.81

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96038	410 - WATER QUALITY CONTROL (WQC)	12/19/2013	Open	410.11000 (Cash)	Accounts Payable	PRESORT CTR STOCKTON INC	\$28,466.81
	Paying Fund			Cash Account			Amount
	110 - General Fund			110.11000 (Cash)			\$3,002.59
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$3,002.58
	420 - WATER			420.11000 (Cash)			\$3,002.58
96039	410 - WATER QUALITY CONTROL (WQC)	12/19/2013	Open	410.11000 (Cash)	Accounts Payable	PROCLEAN SUPPLY	\$1,334.25
	Paying Fund			Cash Account			Amount
96040	410 - WATER QUALITY CONTROL (WQC)	12/19/2013	Open	410.11000 (Cash)	Accounts Payable	REED INC, GEORGE	\$9,141.39
	Paying Fund			Cash Account			Amount
96041	215 - Streets - Grant Funded Projects	12/19/2013	Open	215.11000 (Cash)	Accounts Payable	ROLFE CONSTRUCTION	\$9,141.39
	Paying Fund			Cash Account			Amount
96042	411 - Storm Drainage Construction	12/19/2013	Open	411.11000 (Cash)	Accounts Payable	SAFE-T-LITE CO INC	\$81,538.31
	Paying Fund			Cash Account			Amount
96043	410 - WATER QUALITY CONTROL (WQC)	12/19/2013	Open	410.11000 (Cash)	Accounts Payable	SAFETY-KLEEN CORPORATION	\$248.48
	Paying Fund			Cash Account			Amount
96044	410 - WATER QUALITY CONTROL (WQC)	12/19/2013	Open	410.11000 (Cash)	Accounts Payable	SCOTT'S PPE RECON	\$134.32
	Paying Fund			Cash Account			Amount
96045	110 - General Fund	12/19/2013	Open	110.11000 (Cash)	Accounts Payable	SECURE DELIVERY	\$1,541.03
	Paying Fund			Cash Account			Amount
96046	420 - WATER	12/19/2013	Open	420.11000 (Cash)	Accounts Payable	SHARPENING SHOP	\$488.00
	Paying Fund			Cash Account			Amount
96047	410 - WATER QUALITY CONTROL (WQC)	12/19/2013	Open	410.11000 (Cash)	Accounts Payable	SHORE CHEMICAL COMPANY	\$54.91
	Paying Fund			Cash Account			Amount
96048	420 - WATER	12/19/2013	Open	420.11000 (Cash)	Accounts Payable	SIERRA CHEMICAL CO	\$28.15
	Paying Fund			Cash Account			Amount
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$7,041.71

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Account ID	Payment Date	Open	Account Name	Account Type	SIERRA FOOTHILL LAB INC	Amount
96049	12/19/2013	Open	Accounts Payable	SIERRA FOOTHILL LAB INC	\$950.00	
	Paying Fund		Cash Account			
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$950.00	
96050	12/19/2013	Open	Accounts Payable	SOUTHWEST SCHOOL &	\$1,250.91	
	Paying Fund		Cash Account			
	270 - Recreation Grants		270.11000 (Cash)		\$1,250.91	
96051	12/19/2013	Open	Accounts Payable	SPRINT	\$792.86	
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)		\$254.10	
	205 - Sports Facilities		205.11000 (Cash)		\$54.21	
	217 - Streets - Gas Tax		217.11000 (Cash)		\$61.80	
	246 - Landscape Assessment		246.11000 (Cash)		\$26.12	
	270 - Recreation Grants		270.11000 (Cash)		\$23.61	
	405 - Building		405.11000 (Cash)		\$15.23	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$162.61	
	420 - WATER		420.11000 (Cash)		\$125.34	
	426 - Transit - BLAST		426.11000 (Cash)		\$0.19	
	502 - Engineering		502.11000 (Cash)		\$29.85	
	505 - Fleet		505.11000 (Cash)		\$39.80	
96052	12/19/2013	Open	Accounts Payable	STANISLAUS COUNTY	\$3,395.02	
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)		\$3,395.02	
96053	12/19/2013	Open	Accounts Payable	STANISLAUS CTY SHERIFF	\$311.75	
	Paying Fund		Cash Account			
	104 - Payroll Clearing Fund		104.11000 (Cash)		\$311.75	
96054	12/19/2013	Open	Accounts Payable	STATE OF CALIFORNIA	\$543.00	
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)		\$543.00	
96055	12/19/2013	Open	Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13	
	Paying Fund		Cash Account			
	104 - Payroll Clearing Fund		104.11000 (Cash)		\$439.13	
96056	12/19/2013	Open	Accounts Payable	SWRCB ACCOUNTING OFFICE	\$22,282.00	
	Paying Fund		Cash Account			
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$22,282.00	
96057	12/19/2013	Open	Accounts Payable	T I D	\$24,153.70	
	Paying Fund		Cash Account			
	110 - General Fund		110.11000 (Cash)		\$2,447.15	

Payment Register

From Payment Date: 12/13/2013 - To Payment Date: 12/19/2013

96058	216 - Streets - Local Transportation	216.11000 (Cash)			\$4,572.71
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,221.37
	420 - WATER	420.11000 (Cash)			\$14,912.47
	12/19/2013 Open	Accounts Payable	T-MOBILE USA INC		\$200.00
	Paying Fund	Cash Account		Amount	
96059	110 - General Fund	110.11000 (Cash)			\$200.00
	12/19/2013 Open	Accounts Payable	TBA AUTO PARTS		\$2,304.67
	Paying Fund	Cash Account		Amount	
96060	110 - General Fund	110.11000 (Cash)			\$1,357.87
	217 - Streets - Gas Tax	217.11000 (Cash)			\$127.06
	246 - Landscape Assessment	246.11000 (Cash)			\$66.71
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$458.77
	420 - WATER	420.11000 (Cash)			\$135.24
	426 - Transit - BLAST	426.11000 (Cash)			\$159.02
	12/19/2013 Open	Accounts Payable	TG HYDRAULICS		\$177.39
	Paying Fund	Cash Account		Amount	
96061	426 - Transit - BLAST	426.11000 (Cash)			\$177.39
	12/19/2013 Open	Accounts Payable	THE MECHANICS BANK		\$57,277.33
	Paying Fund	Cash Account		Amount	
96062	415 - Sewer Bond Projects	415.11000 (Cash)			\$57,277.33
	12/19/2013 Open	Accounts Payable	TID		\$6,170.00
	Paying Fund	Cash Account		Amount	
96063	426 - Transit - BLAST	426.11000 (Cash)			\$6,170.00
	12/19/2013 Open	Accounts Payable	TIRE DIST SYSTEM INC		\$566.97
	Paying Fund	Cash Account		Amount	
96064	217 - Streets - Gas Tax	217.11000 (Cash)			\$42.53
	246 - Landscape Assessment	246.11000 (Cash)			\$269.66
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$254.78
	12/19/2013 Open	Accounts Payable	TURF STAR		\$1,282.10
	Paying Fund	Cash Account		Amount	
96065	205 - Sports Facilities	205.11000 (Cash)			\$1,211.23
	246 - Landscape Assessment	246.11000 (Cash)			\$70.87
	12/19/2013 Open	Accounts Payable	TURLOCK CITY TOW INC		\$263.00
	Paying Fund	Cash Account		Amount	
96066	110 - General Fund	110.11000 (Cash)			\$232.00
	420 - WATER	420.11000 (Cash)			\$31.00
	12/19/2013 Open	Accounts Payable	TURLOCK DOWNTOWN &		\$2,000.00

Payment Register

From Payment Date: 12/13/2013 - To Payment Date: 12/19/2013

Paying Fund	Cash Account	Amount
96067	110 - General Fund 12/19/2013 Open Paying Fund	\$2,000.00
	Accounts Payable	TURLOCK JOURNAL
		\$3,594.00
96068	110 - General Fund 12/19/2013 Open Paying Fund	\$3,594.00
	Accounts Payable	TURLOCK RADIATOR SERVICE
		\$1,351.25
96069	426 - Transit - BLAST 12/19/2013 Open Paying Fund	\$200,000.00
	Accounts Payable	TURLOCK SCAVENGER CO INC
		\$10,259.88
96070	110 - General Fund 12/19/2013 Open Paying Fund	\$200,000.00
	Accounts Payable	UNIVAR USA INC
		\$596.67
96071	410 - WATER QUALITY CONTROL (WQC) 12/19/2013 Open Paying Fund	\$10,259.88
	Accounts Payable	VAN DE POL ENTERPRISE INC
		\$596.67
96072	110 - General Fund 12/19/2013 Open Paying Fund	\$596.67
	Accounts Payable	VERIZON WIRELESS
		\$2,066.76
96073	110 - General Fund 12/19/2013 Open Paying Fund	\$807.70
	Accounts Payable	VOLVO RENTS CONSTRUCTION EQUIPMENT
		\$799.01
96074	410 - WATER QUALITY CONTROL (WQC) 12/19/2013 Open Paying Fund	\$799.01
	Accounts Payable	WEST COAST SAND & GRAVEL
		\$987.32
96075	410 - WATER QUALITY CONTROL (WQC) 12/19/2013 Open Paying Fund	\$987.32
	Accounts Payable	WEST STEEL & PLASTIC
		\$114.23
96076	410 - WATER QUALITY CONTROL (WQC) 12/19/2013 Open Paying Fund	\$114.23
	Accounts Payable	WESTERN VIEW MOBILE RANCH
		\$2,712.88
96077	625 - Successor Agency - LMI 12/19/2013 Open Paying Fund	\$2,712.88
	Accounts Payable	WESTFORK ESTATES
		\$614.60

Payment Register

From Payment Date: 12/13/2013 - To Payment Date: 12/19/2013

Paying Fund	Cash Account	Amount
96078	625 - Successor Agency - LMI 12/19/2013 Open Paying Fund	\$614.60
	Accounts Payable	
	YOUNG, DAVE, E	\$3,000.00
96079	110 - General Fund 12/19/2013 Open Paying Fund	\$3,000.00
	Accounts Payable	
	ZALREICH CHEMICAL CO INC	\$35,218.84
96080	410 - WATER QUALITY CONTROL (WQC) 12/19/2013 Open Paying Fund	\$150.00
	Accounts Payable	
	ARCADIS	\$400.00
96081	110 - General Fund 12/19/2013 Open Paying Fund	\$150.00
	Accounts Payable	
	CALIFORNIA HIGHWAY PATROL	\$400.00
96082	425 - Transit - Dial A Ride 12/19/2013 Open Paying Fund	\$205.80
	Accounts Payable	
	CRAY, AUDREY	\$20.05
96083	110 - General Fund 12/19/2013 Open Paying Fund	\$205.80
	Accounts Payable	
	ERWIN, PAUL JAMES	\$300.00
96084	110 - General Fund 12/19/2013 Open Paying Fund	\$20.05
	Accounts Payable	
	EVERGREEN PACKAGING EMBA	\$300.00
96085	110 - General Fund 12/19/2013 Open Paying Fund	\$300.00
	Accounts Payable	
	NEW HOPE COMMUNITY CHURCH	\$500.00
96086	110 - General Fund 12/19/2013 Open Paying Fund	\$500.00
	Accounts Payable	
	NUNES, JAMIE CHRISTINE	\$76.00
96087	110 - General Fund 12/19/2013 Open Paying Fund	\$76.00
	Accounts Payable	
	POLICE EXECUTIVE RESEARCH FORUM	\$300.00
96088	110 - General Fund 12/19/2013 Open Paying Fund	\$300.00
	Accounts Payable	
	R.A.D. SYSTEMS	\$68.00
96089	110 - General Fund 12/19/2013 Open Paying Fund	\$68.00
	Accounts Payable	
	UNITED KABABAYZN OF CENTRAL CALIFORNIA	\$500.00

Payment Register

From Payment Date: 12/13/2013 - To Payment Date: 12/19/2013

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$500.00
12/19/2013 Open	Accounts Payable WYCKOFF, PAMELA GRACE	\$76.00
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$76.00
145 Transactions		\$2,600,264.05

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	145	\$2,600,264.05	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	145	\$2,600,264.05	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	145	\$2,600,264.05	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	145	\$2,600,264.05	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	145	\$2,600,264.05	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	145	\$2,600,264.05	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	145	\$2,600,264.05	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	145	\$2,600,264.05	\$0.00

Payment Register

From Payment Date: 12/20/2013 - To Payment Date: 1/2/2014

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check 96091	12/20/2013	Open			Cash Account	CBF SOLUTIONS	\$140.48		
	110 - General Fund				110.11000 (Cash)				
96092	12/20/2013	Open			Cash Account	CHARTER COMMUNICATIONS	\$558.99		
	110 - General Fund				110.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	501 - Information Technology				501.11000 (Cash)				
96093	12/20/2013	Open			Cash Account	COMBINED BENEFITS ADMIN C	\$102,128.73		
	110 - Health Care				511.11000 (Cash)				
96094	12/20/2013	Open			Cash Account	COUNTY BANK VISA	\$238.97		
	110 - General Fund				110.11000 (Cash)				
96095	12/20/2013	Open			Cash Account	DEPT INDUSTRIAL RELATIONS	\$29,242.08		
	510 - Workers Compensation Ins				510.11000 (Cash)				
96096	12/20/2013	Open			Cash Account	GOMES & SONS INC, JOE M	\$19,124.70		
	110 - General Fund				110.11000 (Cash)				
	205 - Sports Facilities				205.11000 (Cash)				
	217 - Streets - Gas Tax				217.11000 (Cash)				
	246 - Landscape Assessment				246.11000 (Cash)				
	255 - CDBG				255.11000 (Cash)				
	405 - Building				405.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)				
	420 - WATER				420.11000 (Cash)				
	425 - Transit - Dial A Ride				425.11000 (Cash)				
	426 - Transit - BLAST				426.11000 (Cash)				
	502 - Engineering				502.11000 (Cash)				
96097	12/20/2013	Open			Cash Account	LEAGUE OF CA CITIES	\$18,076.00		
	110 - General Fund				110.11000 (Cash)				

Payment Register

From Payment Date: 12/20/2013 - To Payment Date: 1/2/2014

96098	12/20/2013	Open	Accounts Payable	P G & E	Amount
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$65.22
96099	12/20/2013	Open	Accounts Payable	RAY MORGAN COMPANY	\$3,025.64
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$2,204.20
	205 - Sports Facilities		205.11000 (Cash)		\$12.20
	217 - Streets - Gas Tax		217.11000 (Cash)		\$2.65
	246 - Landscape Assessment		246.11000 (Cash)		\$2.65
	405 - Building		405.11000 (Cash)		\$32.85
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$502.94
	420 - WATER		420.11000 (Cash)		\$20.29
	502 - Engineering		502.11000 (Cash)		\$247.86
96100	12/20/2013	Open	Accounts Payable	STANISLAUS COUNTY CLERK RECORDER	\$75.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$75.00
96101	12/20/2013	Open	Accounts Payable	T I D	\$174,633.55
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$7,800.37
	216 - Streets - Local Transportation		216.11000 (Cash)		\$21,849.95
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$144,052.96
	426 - Transit - BLAST		426.11000 (Cash)		\$234.51
	505 - Fleet		505.11000 (Cash)		\$695.76
96102	12/20/2013	Open	Accounts Payable	US BANK-VISA	\$66,271.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$27,239.93
	121 - Tourism-City Share & Econ Devel		121.11000 (Cash)		\$141.75
	203 - Animal Fee Forfeiture		203.11000 (Cash)		\$473.95
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		\$248.74
	205 - Sports Facilities		205.11000 (Cash)		\$3,727.61
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		\$552.76
	216 - Streets - Local Transportation		216.11000 (Cash)		\$283.82
	217 - Streets - Gas Tax		217.11000 (Cash)		\$2,129.20
	225 - Transportation Tax		225.11000 (Cash)		\$327.58
	228 - Park Development Tax		228.11000 (Cash)		\$517.70
	241 - Asset Replacement		241.11000 (Cash)		\$478.19
	242 - Computer Replacement		242.11000 (Cash)		\$118.38

Payment Register

From Payment Date: 12/20/2013 - To Payment Date: 1/2/2014

246 - Landscape Assessment	246.11000 (Cash)		\$3,289.79
255 - CDBG	255.11000 (Cash)		\$271.66
266 - Police Services Grants	266.11000 (Cash)		\$36.14
270 - Recreation Grants	270.11000 (Cash)		\$1,810.74
301 - Capital Improvement	301.11000 (Cash)		\$100.20
302 - Street Light Installation	302.11000 (Cash)		\$328.70
305 - Capital Facility Fees	305.11000 (Cash)		\$4,250.40
405 - Building	405.11000 (Cash)		\$1,242.76
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$12,384.23
411 - Storm Drainage Construction	411.11000 (Cash)		\$166.72
420 - WATER	420.11000 (Cash)		\$1,817.88
425 - Transit - Dial A Ride	425.11000 (Cash)		\$323.12
426 - Transit - BLAST	426.11000 (Cash)		\$423.07
501 - Information Technology	501.11000 (Cash)		\$908.24
502 - Engineering	502.11000 (Cash)		\$2,132.79
505 - Fleet	505.11000 (Cash)		\$39.54
511 - Health Care	511.11000 (Cash)		\$483.37
602 - Downtown Improvement Project	602.11000 (Cash)		\$22.04
96103	12/20/2013	Open	
Paying Fund		Accounts Payable	\$244.15
		ZEE MEDICAL SERVICE CO	
		Cash Account	Amount
110 - General Fund	110.11000 (Cash)		\$63.39
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$97.83
420 - WATER	420.11000 (Cash)		\$66.84
502 - Engineering	502.11000 (Cash)		\$16.09
96104	12/20/2013	Open	
Paying Fund		Accounts Payable	\$153.02
		WEAVER, KELLIE	
		Cash Account	Amount
110 - General Fund	110.11000 (Cash)		\$153.02
01/02/2014	Open	Accounts Payable	\$242.00
Paying Fund		FARIA, JAMIE	
		Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)		\$242.00
01/02/2014	Open	Accounts Payable	\$55,000.00
Paying Fund		KEENAN & ASSOCIATES	
		Cash Account	Amount
510 - Workers Compensation Ins	510.11000 (Cash)		\$55,000.00
01/02/2014	Open	Accounts Payable	\$125.00
Paying Fund		NEW MEXICO CHILD SUPPORT ENFORCEMENT DIVISION	
		Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)		\$125.00
01/02/2014	Open	Accounts Payable	\$786.71
Paying Fund		STANISLAUS CTY SHERIFF	

Payment Register

From Payment Date: 12/20/2013 - To Payment Date: 1/2/2014

Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	\$786.71
96109 01/02/2014 Open	Accounts Payable	\$439.13
Paying Fund	SUPPORT PAYMENT CLEARING	
	Amount	
104 - Payroll Clearing Fund	104.11000 (Cash)	\$439.13
96110 01/02/2014 Open	Accounts Payable	\$2,866.45
Paying Fund	WATERPLAY SOLUTIONS CORP	
	Amount	
228 - Park Development Tax	228.11000 (Cash)	\$2,866.45
	20 Transactions	\$473,436.82

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$473,436.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$473,436.82	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$473,436.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$473,436.82	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$473,436.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$473,436.82	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	20	\$473,436.82	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	20	\$473,436.82	\$0.00

City of Turlock

Payment Register

From Payment Date: 12/20/2013 - To Payment Date: 1/2/2014

Total	20	\$473,436.82	\$0.00
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5B1

January 14, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

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:**

Mayor Lazar handled Item 2B prior to Item 2A.

- B. Mayor Lazar presented a Proclamation to Joel Carter, Building Inspector II, in recognition of his retirement from the City of Turlock.

- A. Mayor Lazar presented a Proclamation to Patricia Panos, Police Evidence & Property Specialist II, in recognition of her retirement from the City of Turlock.

- C. Mayor Lazar recommended that Councilmember White be appointed as Vice-Mayor for the 2014 calendar year.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, appointing Councilmember White as Vice-Mayor for the 2014 calendar year. Motion carried unanimously.

- D. Mayor Lazar requested to be named as the City of Turlock's representative to The Alliance.

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, appointing Mayor Lazar as the City of Turlock's representative to The Alliance. Motion carried unanimously.

- E. Mayor Lazar recommended that Nick Hackler be reappointed and Victor Pedroza be appointed to fill vacancies on the Planning Commission for terms to expire on December 31, 2017.

Action: Motion by Councilmember DeHart, seconded by Councilmember White, reappointing Nick Hackler and appointing Victor Pedroza to fill vacancies on the Planning Commission for terms to expire on December 31, 2017. Motion carried unanimously.

- F. Mayor Lazar recommended that Garner Reynolds be appointed as the City's alternate representative to the Stanislaus County Local Task Force on Solid Waste (LTF).

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, appointing Garner Reynolds as the City of Turlock's alternate representative to the Stanislaus County Local Task Force on Solid Waste (LTF). Motion carried unanimously.

DRAFT

- G. Mayor Lazar recommended that Michael Cooke be appointed as member and Garner Reynolds be appointed as alternate member as the City's representatives to the Stanislaus County Regional Solid Waste Planning Agency.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, appointing Michael Cook as member and Garner Reynolds as alternate member as the City of Turlock's representatives to the Stanislaus County Regional Solid Waste Planning Agency. Motion carried unanimously.

- H. Mayor Lazar recommended that Garner Reynolds be appointed as member and Michael Cooke be appointed as alternate member as the City's representatives to the East Stanislaus Regional Water Management Partnership (IRWM).

Action: Motion by Councilmember White, seconded by Councilmember DeHart, appointing Garner Reynolds as member and Michael Cooke as alternate member as the City of Turlock's representatives to the East Stanislaus Regional Water Management Partnership (IRWM). Motion carried unanimously.

- I. StanCOG Associate Planner Mike Costa presented an overview of StanCOG Policy Board members, programs, Transportation Development Act (TDA) funding, and provided information about the Unmet Transit Needs Assessment process and associated public hearings.

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

B. STAFF UPDATES

- 1. Development Services Director Mike Pitcock provided an update on capital projects and building activity, including the Traffic Signal project at Monte Vista and Colorado Avenues, Overlay project on portions of E. Main Street, Colorado Avenue and Fulkerth Road, Water/Sewer project near Crane Park, Bike Path project at Taylor Road, Columbia Park Restroom project, Public Safety Training Facility project, and the Golden State and F Street Traffic Signal project.

C. PUBLIC PARTICIPATION:

Christopher Shawn requested consideration that he be allowed to operate his mobile food business at another location for reasons including problems he experienced with Turlock Irrigation District providing electricity to his initial location. Mayor Lazar asked City Manager Wasden to meet with Mr. Shawn.

Marsha Carroll spoke regarding allegations of improper conduct by Police Department personnel and lack of response by City staff and Council regarding her letters of complaint.

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

5. **CONSENT CALENDAR:**

Mayor Lazar noted a green sheet provided for Consent Calendar Item 5L.

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

- A. **Resolution No. 2014-001** Accepting Demands of 11/14/13 in the amount of \$4,200,807.12; Demands of 11/21/13 in the amount of \$884,000.62; Demands of 12/5/13 in the amount of \$1,111,596.87
- B. Motion: Accepting Minutes of Regular Meeting of December 10, 2013
- C. Motion: Approving an Underground Electric Service Installation Agreement with Turlock Irrigation District (TID) of Turlock, CA, in the amount of \$13,528 (Fund 420) to provide electrical service in connection with City Project No. 11-42, "Fulkerth Tank and Pump Station"
- D. Motion: Approving Contract Change Order No. 1 in the amount of \$4,000 (Fund 426) for City Project No. 12-59, "CNG Slow Fill Station Upgrade," bringing the contract total to \$334,000
- E. Motion: Approving an amendment to the Retainer Agreement with ENGEIO, Inc., dated July 9, 2013 (Contract No. 13-048) 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.
 1. Motion: Making the determination that City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut" is exempt from the provisions of CEQA in accordance with Section 15301 (I) (Existing Facilities)
 2. Motion: Awarding bid and approving an agreement in the amount of \$21,551 (Fund 305) for 1129 N. Olive Avenue and (Fund 411) for 1801 S. Walnut Road with Lea's Demolition & Excavation, Denair, California, for City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut"
- G.
 1. Motion: Making the determination that City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines
 2. Motion: Awarding bid and approving an agreement in the amount of \$100,000 (Fund 410) with Air Solutions Inc., of Sacramento, California, for City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building"
 3. **Resolution No. 2014-002** Appropriating \$15,000 to account number 410-51-534_43353 "RWQCF-OPS Building Repairs" from account number 410-51-534_44027 "Digester Building Roof Repairs" for City Project No. 13-55, "HVAC Unit Replacements and Roofing at TRWQCF Operations Building"
- H. **Resolution No. 2014-003** Rescinding Resolution No. 2004-214 and authorizing the City Manager, with the recommendation of the City Engineer, to execute an Encroachment Agreement for minor easement encroachments
- I. **Resolution No. 2014-004** Ordering the Vacation Abandonment (AB 13-02) of that certain section of alley south of and adjacent to 855 N. Olive, also known as Assessor's Parcel No. 042-024-051
- J. **Resolution No. 2014-005** Approving a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2013-14 in the amount of \$896,568 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates

- K. Motion: Approving Amendment No. 1 to the agreement between the City of Turlock and Transit Capital Support Services for Federal Transit Administration and California Department of Transportation Financial Status Reports and Milestone Status Reports to increase the initial term in an amount not to exceed \$181,644
- L. 1. **Resolution No. 2014-006** Authorizing the submission of an application to the State of California Housing and Community Development for Housing Related Parks Grant and authorizing the City Manager to sign all grant related documents
2. **Resolution No. 2014-007** Describing the basis of conformity between the Turlock General Plan and the San Joaquin Valley Blueprint
- M. 1. **Resolution No. 2014-008** Amending the existing policies, procedures and standards for administering the Residential Rehabilitation Program by the City of Turlock for the CalHOME funding source
2. **Resolution No. 2014-009** Amending the existing policies, procedures and standards for administering the First Time Home Buyer Program by the City of Turlock for the CalHOME funding source
- N. Motion: Approving an agreement with Univar USA, Inc., of Kent, Washington, for the purchase of Sodium Bisulfite for a period of twenty-four (24) months, in an amount not to exceed \$185,987 annually, for a total contract amount of \$371,974
- O. Motion: Approving multiple agreements with TBA Auto Parts, Napa Auto Parts, and Next Level Parts, Inc. (Dba Turlock Auto Parts) for the purchase of auto parts and supplies for Municipal Services Fleet Maintenance Division for the term of twelve (12) months each, with an aggregate value of \$75,000, in accordance with the terms and conditions set within each agreement
- P. Motion: Approving multiple agreements with Central Sanitary Supply and Randik Paper Company for janitorial paper and cleaning supplies for the term of twelve (12) months each, with an aggregate value of \$26,000, in accordance with the terms and conditions set within each agreement
- Q. **Resolution No. 2014-010** Approving the service agreement between Delta Wireless and the City of Turlock for the maintenance and service of the radio system including all portable and mobile radios, and authorizing the City Manager to sign all agreement related documents
- R. **Resolution No. 2014-011** Authorizing the Turlock Fire Department to apply for the Assistance to Firefighters Grant (AFG) administered through the Federal Emergency Management Agency (FEMA), in the amount of \$212,177, for the purchase of auto extrication equipment and diesel exhaust removal systems for the four (4) fire stations
- S. Motion: Authorizing an agreement between Turlock Fire Department and Merced County Fire Department to provide automatic aid to each other on Highway 99 between Lander Avenue and Bradbury Road
- T. Motion: Rejecting Claim for Damages filed by Jorge Luis Escobedo
- U. Motion: Rejecting Claim for Damages filed by Jorge Sho Escobedo
- V. Motion: Rejecting Claim for Damages filed by Michiko Escobedo
- W. Motion: Rejecting Claim for Damages filed by Heather Gentry
- X. Motion: Rejecting Claim for Damages filed by Olson's Repair, a California Corporation
- Y. Motion: Rejecting Claim for Damages filed by Jimmy Williamson

6. FINAL READINGS: None

DRAFT

7. PUBLIC HEARINGS

- A. Development Services Director Mike Pitcock presented the staff report on the request to amend Turlock Municipal Code Title 1, Chapter 6, Section 1, regarding minimum insurance requirements. Mr. Pitcock referenced a green sheet to this item in the form of a letter of opposition.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, introducing an Ordinance amending Turlock Municipal Code Title 1, Chapter 6, Section 1, regarding minimum insurance requirements and setting the final reading for January 28, 2014. Motion carried unanimously.

- B. Police Captain Carl Nielsen presented the staff report on the request to add Turlock Municipal Code Title 5, Chapter 26, prohibiting Aggressive Solicitation within the City of Turlock.

Mayor Lazar opened the public hearing.

Sherene Loree spoke in favor of addressing aggressive solicitation and encouraged citizens to stand with those who are receiving such solicitation.

Mayor Lazar closed the public hearing.

Council discussion included Council's role in making priorities known and asking department directors to address concerns.

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, introducing an Ordinance adding Turlock Municipal Code Title 5, Chapter 26, prohibiting Aggressive Solicitation within the City of Turlock and setting the final reading for January 28, 2014. Motion carried unanimously.

- C. City Clerk Kellie Weaver presented the staff report on the request to amend Turlock Municipal Code Title 2, Chapter 1, Article 02, regarding regular City Council Meeting dates coinciding with City holidays and adopting the 2014 City Council Meeting Schedule.

Council discussion included ensuring adequate meeting availability to address matters that may arise.

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

DRAFT

Action: Motion by Councilmember Nascimento, seconded by Councilmember White, introducing an Ordinance amending Turlock Municipal Code Title 2, Chapter 1, Article 02, regarding regular City Council Meeting dates coinciding with City holidays and setting the final reading for January 28, 2014. Motion carried unanimously.

Mayor Lazar noted that the Resolution Adopting the 2014 City Council Meeting Schedule would be considered after the final reading and adoption of the above Ordinance on January 28, 2014.

8. SCHEDULED MATTERS:

- A. Municipal Services Director Michael Cooke presented the staff report on the request to approve a Water Transfer Agreement between the City of Turlock and Del Puerto Water District for the transfer of up to 13,000 acre-feet annually.

Mayor Lazar asked for public comment.

Turlock Irrigation District (TID) Board of Directors President Ron Macedo spoke against the Water Transfer Agreement for reasons including the importance of keeping water in the basin on this side of the river and asked that Council postpone consideration of this item to allow for discussion between the City and TID.

TID Assistant General Manager for Water Resources Tou Her spoke regarding past discussions about tertiary water being made available to TID and asked for clarification about the water described in the agreement before Council.

Luke Miller spoke against removing ground water and in favor of recharging the water by putting it back into the farmer's hands.

Council and staff discussion included the City's transparency throughout the project, impacts of postponing a decision, the importance of discharge into the river in relation to environmental issues and the ability to secure costs to rate payers, pipeline costs incurred to date, and the possibility of extending consideration of this item for two months in order to allow for discussion between the City and TID.

Mayor Lazar closed public comment.

Mayor Lazar recommended the matter be put over for two months and asked that an agenda item be brought forward at the January 28, 2014 Council meeting for committee appointments for the purpose of conducting discussions between City and TID. Mayor Lazar also asked that City Attorney Phaedra Norton serve on the committee.

Action: No action taken. Item postponed.

- B. Fire Chief Tim Lohman presented the staff report on the request to authorize staff to conduct a Request for Proposal (RFP) for nuisance abatement services, including a landscape service agreement, for the Neighborhood Services Unit of the Turlock Fire Department.

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

Action: **Resolution No. 2014-012** Authorizing staff to conduct a Request for Proposal (RFP) for nuisance abatement services, including a landscape service agreement, for the Neighborhood Services Unit of the Turlock Fire Department was introduced by Councilmember White, seconded by Councilmember DeHart, and carried with Councilmember Bublak dissenting.

- C. Police Captain Steve Williams presented the staff report on the request to accept AB109 Realignment Funds in the amount of \$98,525.34 and appropriating said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants."

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

Action: **Resolution No. 2014-013** Accepting AB109 Realignment Funds in the amount of \$98,525.34 and appropriating said funds to the proper revenue and expenditure accounts in Fund 266 "Police Services Grants" was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

- D. City Manager Roy Wasden presented the staff report on the request to authorize the reclassification of Allison Van Guilder to Parks, Recreation, and Public Facilities Director and the transfer of Erik Schulze, Parks, Recreation, and Public Facilities Superintendent from the TCEA bargaining group to the Management group effective January 16, 2014, and appropriating \$5,711 to Fund 110 "General Fund," \$1,708 to Fund 205 "Sports Facilities," \$854 to Fund 217 "Streets-Gas Tax," \$854 to Fund 246 "Landscape Assessment," and \$854 to Fund 410 "Water Quality Control."

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

Action: **Resolution No. 2014-014** Authorizing the reclassification of Allison Van Guilder to Parks, Recreation, and Public Facilities Director and the transfer of Erik Schulze, Parks, Recreation, and Public Facilities Superintendent from the TCEA bargaining group to the Management group effective January 16, 2014, and appropriating \$5,711 to Fund 110 "General Fund," \$1,708 to Fund 205 "Sports Facilities," \$854 to Fund 217 "Streets-Gas Tax," \$854 to Fund 246 "Landscape Assessment," and \$854 to Fund 410 "Water Quality Control" was introduced by Councilmember White, seconded by Councilmember Bublak, and carried unanimously.

9. **COUNCIL ITEMS FOR FUTURE CONSIDERATION:**

Councilmember Bublak requested consideration to hold one or two off-site Council meetings.

DRAFT

10. COUNCIL COMMENTS:

Councilmember DeHart thanked Mayor Lazar for his service as 2013 Vice-Mayor and commented on the wonderful opportunities he had to represent the City of Turlock. He also noted he will be serving as a member of the Community Services Policy Committee through the League of California Cities.

Councilmember Nascimento commented on the promotion of Allison Van Guilder to Parks, Recreation, and Public Facilities Director and mentioned the excellent work she has accomplished.

Councilmember Bublak wished Municipal Services Director Michael Cooke a happy birthday.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 7:37 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

DRAFT

5B₂

January 14, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Special Meeting

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

- 2. **A. STAFF UPDATE:**

- 1. Parks, Recreation & Community Facilities Director Allison Van Guilder provided information to Council regarding a donation of surplus equipment to the Turlock Unified School District for the Turf Management class at Turlock High School.

- B. PUBLIC PARTICIPATION:** None

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

- 4. **CONSENT CALENDAR:** None

- 5. **PUBLIC HEARING:** None

- 6. **SCHEDULED MATTERS:**

- A. Sr. Accountant Marie Lorenzi presented the staff report on the request to authorize the participation by said City in the prepayment and defeasance of certain Certificates of Participation previously issued by said City for the benefit of Emanuel Medical Center, Inc.; Authorizing the execution and delivery by said City of documents relating to the prepayment and defeasance of said Certificates of Participation; and Related matters.

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

Action: **Resolution No. 2014-015** Authorizing the participation by said City in the prepayment and defeasance of certain Certificates of Participation previously issued by said City for the benefit of Emanuel Medical Center, Inc.; Authorizing the execution and delivery by said City of documents relating to the prepayment and defeasance of said Certificates of Participation; and Related matters was introduced by Councilmember Bublak, seconded by Councilmember White, and carried unanimously.

- 7. **ADJOURNMENT:**

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, to adjourn at 7:37 p.m.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk

DRAFT



Council Synopsis

January 28, 2014

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. 4 for an additional one (1) year extension of the attached Special Services Contract No. 10-824 for Economic and Planning Systems, Inc., to provide professional economic and planning services for City Project No. 10-54, "Morgan Ranch Master Plan"

Motion: Approving Amendment No. 4 for an additional one (1) year extension of the attached Special Services Contract No. 10-825 for Omni Means, Ltd., to provide professional transportation and traffic design services for City Project No. 10-54, "Morgan Ranch Master Plan"

2. DISCUSSION OF ISSUE:

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

At the July 13, 2010 meeting the City Council approved an amendment to the FY 2009/10 budget to appropriate \$260,000 from Fund 305 "Capital Facility Contingency" reserve to cover consultant and staff expenses associated with the preparation of the Morgan Ranch Master Plan. Council also directed staff to proceed with the development of the necessary master plan.

Staff has been moving forward with the preparation of the Morgan Ranch Master Plan and needs continued consultant support for the following two items: Economic Planning Systems, Inc. will continue to assist with the Morgan Ranch Master Plan fee nexus studies and Omni Means Ltd., who will continue to

provide traffic modeling and engineering support for the environmental impact report.

Council has previously approved two, one-year extensions to both contracts due to the complexity of the project. Although there has been tremendous progress, a considerable amount of work remains. Therefore, Staff recommends extending both contracts for an additional year to provide the consultants with the necessary time to complete the work. These amendments are for time extensions only; no additional funding is needed.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative F. INTELLIGENT, PLANNED, MANAGED GROWTH

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Sufficient funds are available in line item 305-40-444.47086 "Morgan Ranch Master Plan." The maximum expenditures for both agreements shall not exceed \$77,370, as previously approved by Council.

No General Fund money will be used for this project

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

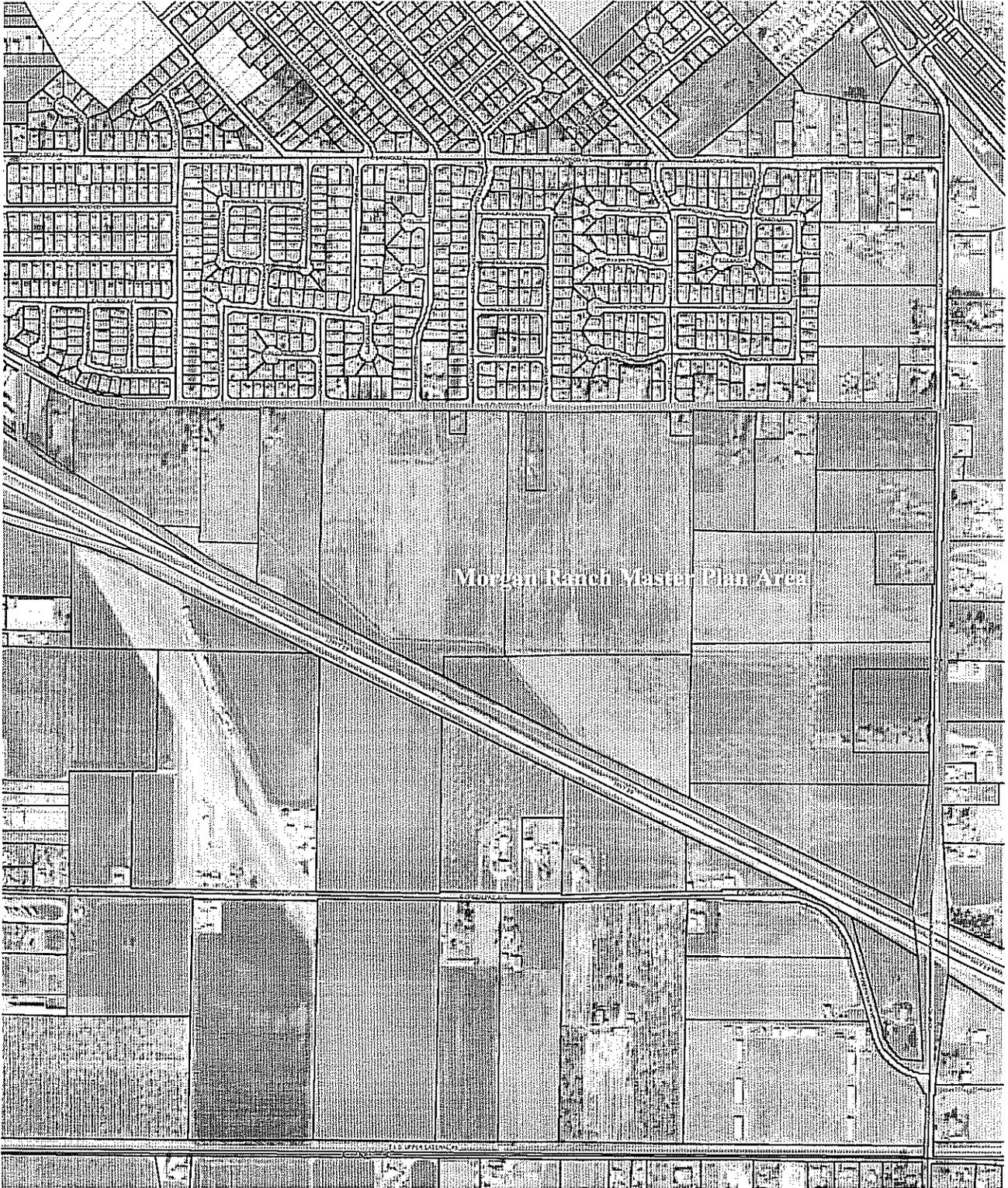
Not applicable

7. ALTERNATIVES:

- A. Not approve the extensions to the agreements with Economic and Planning Systems, Inc., or Omni Means. Ltd. This alternative is not recommended because staff believes it is in the City's interest to position itself for future development in the Morgan Ranch Master Plan Area.

- B. The City Council may decide to amend certain conditions of the contracts.

Morgan Ranch Master Plan Area
(Not to scale)





AMENDMENT NO. 4
to
Agreement
between
CITY OF TURLOCK
and
ECONOMIC AND PLANNING SYSTEMS, INC.
For
Preparation of Proposed Morgan Ranch Master Plan Financing Strategy and
Fee Nexus Study; City Project No. 10-54

THIS AMENDMENT NO. 4, dated January 28, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **ECONOMIC AND PLANNING SYSTEMS, INC.**, (hereinafter "CONTRACTOR").

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

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

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

WHEREAS, on February 26, 2013, the parties entered into Amendment No. 3 to the Agreement dated August 24, 2010, whereby CONTRACTOR was provided with additional time to complete the original scope of work.

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

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

"5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning August 24, 2010, and ending December 31, 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 Agenda
Am

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

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

ECONOMIC AND PLANNING SYSTEMS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____



**AMENDMENT NO. 4
to
Agreement
between
CITY OF TURLOCK
and
OMNI-MEANS, LTD.
For**

**Alternatives Analysis and Transportation Impact Analysis Report (TIAR) for Proposed
Morgan Ranch Master Plan; City Project No. 10-54**

THIS AMENDMENT NO. 4, dated January 28, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **OMNI-MEANS, LTD.**, (hereinafter "CONTRACTOR").

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

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

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

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OK for Agenda
fm

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 SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

OMNI-MEANS, LTD.

By: _____

Print Name: _____

Title: _____

Date: _____



Council Synopsis

5D

January 28, 2014

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: Initiating proceedings for the Sutter Gould Medical Foundation (Parcel Map 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-46

2. DISCUSSION OF ISSUE:

This item begins the formation of a benefit assessment district for the Sutter Gould Medical Foundation (PM 13-01) located on the southeast corner of the intersection of N. Golden State Boulevard and W. Christoffersen Parkway. A consent to levy assessments form has been signed by the property owner, Sutter Gould Medical Foundation or a representative thereof, authorizing the City Engineer to act as the Engineer of Work in these proceedings. The City Engineer then determines the cost of improvements and/or maintenance of the subdivision/development landscaping, street lighting, and streets. The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 directs the Engineer of Work to produce an Engineer's Report which details the annual costs to each lot of the subdivision/development, which is collected on property taxes.

The purpose of the assessment district is to ensure that this new development pays for its own maintenance and operation of the streetlights, landscape maintenance, street sweeping, and future slurry seals. By forming this district it will allow the development to be built and not impact existing city funds that maintain the streets and lighting.

3. BASIS FOR RECOMMENDATION:

- A. Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development, such as maintenance of landscaping foliage, street light repair, and street maintenance or repair.

- B. This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on city street lighting, street sweeping, street slurry seals, and landscaping so as to not affect existing city funds.

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

Goal(s): 1) c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None at this time. Fiscal impacts will be outlined at the 2nd meeting of the formation of this assessment district.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

- A. Deny a resolution initiating the proceedings to form this assessment district. City staff does not recommend this alternative however, because the maintenance costs from this development would then impact other city funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING }
PROCEEDINGS FOR THE SUTTER GOULD }
MEDICAL FOUNDATION (PARCEL MAP }
13-01) LANDSCAPING, LIGHTING, AND }
STREET MAINTENANCE BENEFIT }
ASSESSMENT DISTRICT, DEVELOPMENT }
PROJECT NO. 13-46 }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City Council of the City of Turlock proposes to form a benefit assessment area pursuant to the Landscaping and Lighting Act of 1972 for the purpose of the following improvements:

The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included in the Sutter Gould Medical Foundation, a development of Assessor's Parcel Numbers 087-030-001, 002, County of Stanislaus, State of California; and

WHEREAS, the proposed benefit assessment area shall be designated "Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting and Street Maintenance Benefit Assessment District", Development Project No. 13-46, City of Turlock, County of Stanislaus, State of California, and shall include the land shown on the Parcel Map 13-01, City of Turlock, County of Stanislaus, State of California, on file in the office of the City Engineer and is hereby approved.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock that the City Engineer of the City of Turlock is hereby designated as the engineer of work for the purpose of these formation proceedings.

BE IT FURTHER RESOLVED that the City Engineer is hereby directed to prepare and file with the City Clerk a report in accordance with the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.

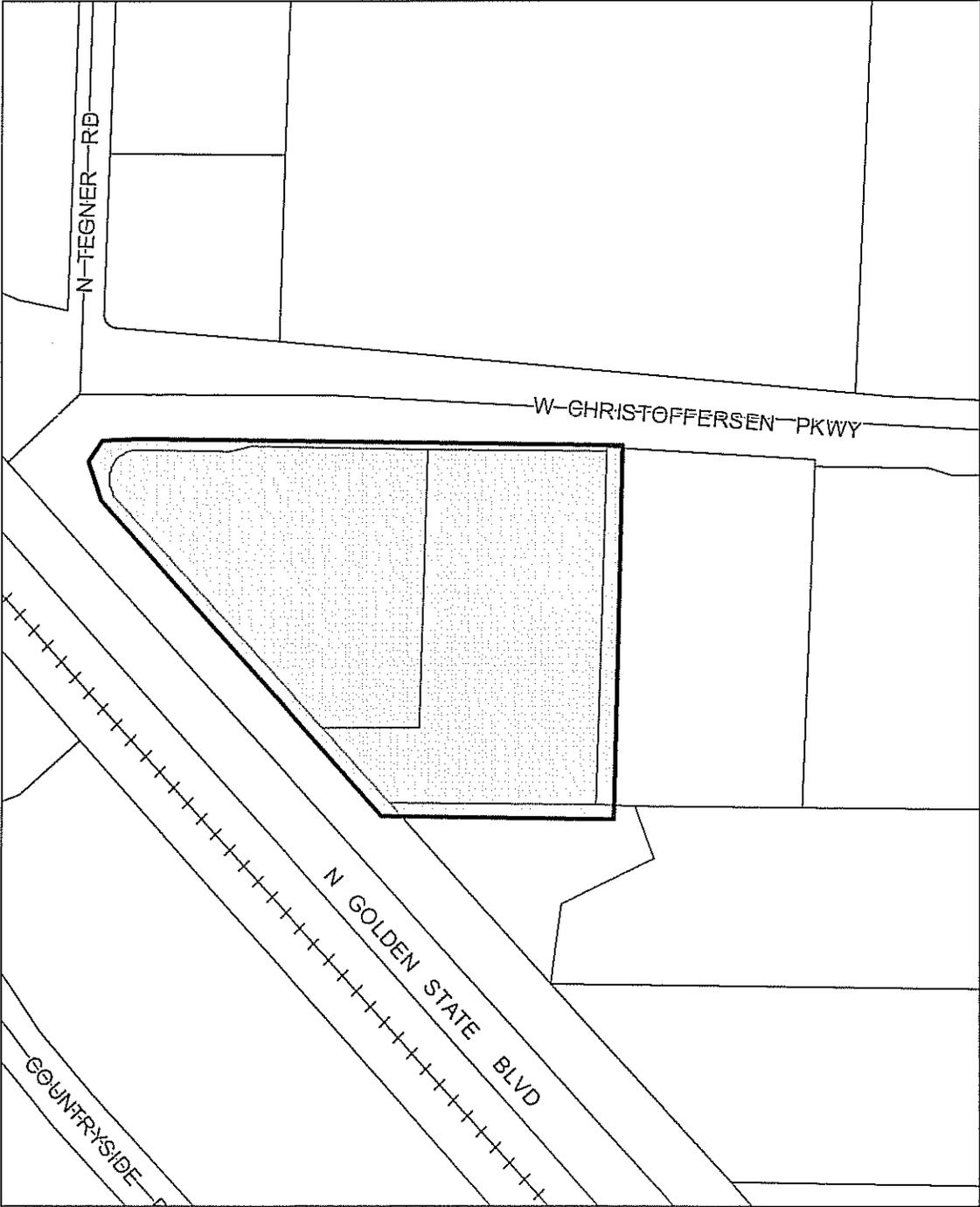
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, by the following vote:

- AYES:
- NOES:
- NOT PARTICIPATING:
- ABSENT:

ATTEST:

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

SITE MAP
Of
SUTTER GOULD MEDICATION FOUNDATION (PM 13-01)





Council Synopsis

5E

January 28, 2014

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-60, "Pedestrian Gate at Turlock Regional Transit Center," is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines

Motion: Awarding bid and approving an agreement in the amount of \$6,450 [Fund 426-40-415.47451"Contingencies (LTF Capital)"] with Sinclair General Engineering Construction, of Oakdale, California, for City Project No. 13-60, "Pedestrian Gate at Turlock Regional Transit Center"

2. DISCUSSION OF ISSUE:

On January 9, 2014, nine (9) bids were received for City Project No. 13-60, "Pedestrian Gate at Turlock Regional Transit Center." Sinclair General Engineering Construction of Oakdale, California, was the lowest responsible bidder with a bid in the amount of \$6,450.

Bid Summary:

COMPANY NAME	BID AMOUNT
Sinclair General Engineering Construction	\$6,450
Stat-X General Engineering	\$7,100
United Pavement Maintenance	\$8,500
Marko Construction Group	\$8,687
Golden Bay Fence Plus Ironworks	\$9,057
MPI Prime Construction	\$9,900
Stockton Fence & Material Co.	\$9,974
Haskell & Haskell Engineering & Construction	\$11,841
Crusader Fence Co.	\$16,410

The purpose of the project is to limit access to the refuse enclosure at the Turlock Regional Transit Center to City staff and Turlock Scavenger by installing a lockable wrought iron gate. City maintenance staff has encountered persons camping in the

trash enclosure. The scope of work includes demolition of existing concrete curb and sidewalk, installation of a pedestrian access gate on the existing masonry refuse enclosure, and placement of concrete curb and sidewalk for Americans with Disabilities Act (ADA) compliance in accessing the gate.

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. This change will limit access to the trash enclosure to City staff and Turlock Scavenger.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Quote	Construction Contingency	Building Permit & Inspection	Construction Engineering & Inspection	Preliminary Engineering
\$9,820	\$6,450	\$1,200	\$350	\$1,000	\$820

This project is to be paid for out of the Fiscal Year 2013/14 budget line item 426-40-415.47451, "Contingencies (LTF Capital)". Sufficient funds are budgeted in this line item for the work encompassed by the project.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Staff recommends that the City Council find the project exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to the following section of the CEQA Guidelines:

Section 15301 (Existing Facilities): Pursuant to Section 15301, this project involves the an existing public facility and involves no addition to square footage.

7. ALTERNATIVES:

- A). Reject all bids submitted for this project. This option is not recommended by City Staff because the work is needed to limit access to the trash enclosure at the Turlock Regional Transit Center to authorized City staff and Turlock Scavenger.

CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Pedestrian Gate at Turlock Regional Transit Center
 PROJECT NUMBER: 13-60
 BID OPENING: January 9, 2014
 4:00 PM

ANTICIPATED COUNCIL AWARD DATE: January 28, 2014

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		1		2		3	
				Unit Price	Total	Sinclair General Engineering Construction	Stat-X General Engineering	United Pavement Maintenance			
1	City Project 13-60, "Pedestrian Gate at Turlock Regional Transit Center"	LS	1	\$11,000.00	\$11,000.00	\$6,450.00	\$7,100.00	\$8,500.00	\$7,100.00	\$8,500.00	\$8,500.00
Total =					\$11,000.00	\$6,450.00	\$7,100.00	\$8,500.00	\$7,100.00	\$8,500.00	\$8,500.00

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		4		5		6	
				Unit Price	Total	Marko Construction Group	Golden Bay Fence Plus Iron Works	MPI Prime Construction			
1	City Project 13-60, "Pedestrian Gate at Turlock Regional Transit Center"	LS	1	\$11,000.00	\$11,000.00	\$8,687.00	\$9,057.00	\$9,057.00	\$9,057.00	\$9,900.00	\$9,900.00
Total =					\$11,000.00	\$8,687.00	\$9,057.00	\$9,057.00	\$9,057.00	\$9,900.00	\$9,900.00

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		7		8		9	
				Unit Price	Total	Stockton Fence & Material Co.	Haskell & Haskell Engineering &	Crusader Fence Co.			
1	City Project 13-60, "Pedestrian Gate at Turlock Regional Transit Center"	LS	1	\$11,000.00	\$11,000.00	\$9,974.00	\$11,841.00	\$11,841.00	\$11,841.00	\$16,410.00	\$16,410.00
Total =					\$11,000.00	\$9,974.00	\$11,841.00	\$11,841.00	\$11,841.00	\$16,410.00	\$16,410.00

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 13-60

Pedestrian Gate at Turlock Regional Transit Center

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

SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC
P O BOX 1453
OAKDALE, CA 95361

hereinafter called "Contractor" on this 28th day of January, 2014 (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 On January 28, 2014, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor.

C 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:

- Remove existing concrete curb and sidewalk as shown on the project plans.
- Place concrete curb and sidewalk as shown on the project plans.
- Furnish and install a wrought iron gate as shown on the project plans.
- Complete work in accordance with the terms of the City's standard public improvement agreement (attached to this document for reference)
- Contractor must submit insurance documentation required by the City of Turlock's standard public improvement agreement prior to the beginning of work.
- The contractor will be required to furnish all labor, tools, supplies, materials, equipment and incidentals necessary to complete the work in accordance with the City Standard Specifications,

available as a free download at

<https://ci.turlock.ca.us/citydepartments/developmentservices/capitalprojectsengineering/standards/specifications/index.asp>

- State prevailing wage rates apply for all workers. Certified payroll records shall be submitted to the City weekly.
- A no-fee Encroachment Permit must be signed by the Contractor prior to the start of work.
- Contractor shall apply for and receive a building permit for the work. The building permit fee will be paid directly by the City of Turlock Engineering Division as an internal transfer to the Building Division.
- The Engineer and Contractor shall utilize Virtual Project Manager (VPM, <http://www.virtual-pm.com/>) for submission of all data and documents (unless specified otherwise in this Section) throughout the duration of the Contract. VPM is electronic media accessible through the internet used to create, share, and review construction management documentation. VPM is paid for by the Engineer at no cost to the Contractor.

2. THE CONTRACT:

The complete contract consists of the following documents: This agreement, plans and detailed drawings, addendums, 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. 13-60, "Pedestrian Gate at Turlock Regional Transit Center ."**

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 Six Thousand Four Hundred Fifty **and NO/100ths Dollars (\$6,450.00)**. Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Forty (40)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

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

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

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

9. **LIQUIDATED DAMAGES:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty** and no/100ths Dollars **(\$250.00)** 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. 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.

23. 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 additional insured endorsements (form CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (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 as a separate Owners and Contractors Protective Liability policy providing both ongoing and completed operations coverage.

(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 this Agreement, the insurer, broker/producer, or Contractor shall provide City with thirty (30) days' prior written

notice of such cancellation, non-renewal, or material change.

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

- (e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (f) Verification of Coverage: 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, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (g) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (h) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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 13 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



Council Synopsis

5F
January 28, 2014

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 an agreement in the amount of \$136,975 (Fund 216) with Alta Planning + Design, Inc., of Sacramento, California, for the development of a bicycle master plan and pedestrian master plan associated with City Project No. 13-64, "Develop an Active Transportation Plan"

Resolution: Appropriating \$142,244 to account number 216-40-421.43060_009 "Contract Services Active Transportation Plan" to be funded using unexpended Non-Motorized monies in Fund 216 "Streets-Local Transportation Funds" as part of City Project No. 13-64, "Develop an Active Transportation Plan"

2. DISCUSSION OF ISSUE:

The City is committed to promoting walking, jogging, bicycling and other non-motorized forms of transportation as an alternative to vehicle travel. These efforts promote a healthy lifestyle for the City's citizens and reduce harmful emissions from vehicles.

Part of encouraging citizens to take advantage of these alternate forms of travel is to ensure that the proper non-motorized facilities are in place and properly maintained. This is a necessary and vital component to a transportation network and allows users to transition from one mode of travel to another with ease (i.e. riding a bike to boarding a bus). The City can best develop this network through the development of pedestrian and bicycle master plans, collectively referred to as an Active Transportation Plan (ATP) that identifies non-motorized deficiencies, prioritizes proposed improvements, identifies potential funding sources, and supports the City's General Plan.

A portion of the project scope is to develop a Safe Route to School diagram and plan for each of the K-12 schools within the City. These plans will be provided to the Turlock Unified School District (TUSD) for distribution to staff, parents, and students, and hopefully be used for trip planning purposes to increase student safety. City staff will work with the TUSD, as well as other interested stakeholders, throughout the duration of the project to ensure that all applicable input is received and considered.

Funding for this type of work is made available through annual apportionments made as part of the Transportation Development Act (TDA) claim process. These funds are currently available as unexpended non-motorized monies and can be used for a variety of non-motorized purposes, to include the creation of a master plan. Future apportionments will likely be used on making physical improvements to infrastructure as identified within the ATP.

On November 5, 2013, City staff advertised City Project No. 13-64, "Develop an Active Transportation Plan" and received a total of two proposals on the due date of December 10, 2013. One proposal was provided by Chen Ryan Associates, Inc. (Chen Ryan), in collaboration with Wood Rodgers, Inc., and the other proposal was from Alta Planning + Design, Inc. (Alta), in collaboration with Omni-Means, Inc.

Proposal Summary:

COMPANY NAME	PROPOSAL AMOUNT
Chen Ryan Associates / Wood Rodgers	\$100,540
Alta Planning + Design / Omni-Means	\$136,975

The Alta proposal clearly demonstrated an understanding of the project requirements, as well as a history of completing similar types of work on time and under budget. In addition, the City has worked with Alta's project partner, Omni-Means, on many projects previously and has been impressed with the quality of their deliverables and professionalism of their staff. The Chen Ryan proposal did demonstrate a basic understanding of the project scope, though not to the extent of the Alta proposal. In addition, they provided very little experience in performing similar types of work themselves; rather, the proof of work provided was from experience at other firms.

Staff is recommending awarding an agreement to Alta Planning + Design, Inc., in an amount not to exceed \$136,975 for the completion of City Project No. 13-64, "Develop an Active Transportation Plan." This recommendation is made with the understanding that the selected consultant will cost \$36,435 more than their competition, but it is Staff's belief that the City will receive a greater value in terms of the quality of deliverables, as well as a better assurance as to the stability and capability of the consultant to deliver the appropriate services in a timely manner.

3. BASIS FOR RECOMMENDATION:

- A) The City Council is required to approve all agreements made between the City and third-party consultants.
- B) The proposal from Alta reflected a clear understanding of the project requirements and demonstrated a history of successfully completing similar scopes of work with other agencies.

- C) The results of this project will include deliverables that can be used by staff for planning and improvement purposes, as well as by members of the public for trip preparation purposes.

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 the Stanislaus County Fair, California State University Stanislaus, and the Turlock Unified School District.

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:
- ii) West side
 - iv) Streets/Roadways
 - vi) Citywide Bicycle Master Plan
- b. Address Growth-Related Issues (Current and Future)
- iv) Interchanges
 - v) Impact on current transportation system
 - vii) Bike paths/routes around town/buses

Strategic Plan Initiative E. ECONOMIC DEVELOPMENT

- Goal(s):** m. Explore value-added opportunities and ensure a balanced community between restaurants, entertainment, housing, business, and special events:
- viii) Turlock Unified School District

Strategic Plan Initiative F. INTELLIGENT, PLANNED, MANAGED GROWTH

- Goal(s):** a. Ensure all growth adds value to the current and future community
b. Continue use of Specific and Master Plans

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal(s): a. Community Infrastructure

- iii) Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees.
- v) Provide safe and well-maintained streets for the citizens of Turlock
- vi) Complete pedestrian/recreational and bicycle path

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Consultant Cost	Staff Cost
\$142,244	\$136,975	\$5,269

If Council approves the associated resolution funding will be available in line item number 216-40-421.43060_009, "Contract Services Active Transportation Plan", for the proposed work. These funds are specifically for non-motorized improvements, to include both planning and capital improvement activities.

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) Approve an agreement with Chen Ryan Associates instead of Alta Planning + Design. Staff does not recommend this alternative because a thorough review of the proposals received indicates that Alta has a more comprehensive understanding of the project requirements, as well as a demonstrated history of performing similar types of work.
- B) Reject all proposals submitted for this project. Staff does not recommend this alternative because the development of a bicycle master plan and pedestrian master plan is consistent with the City's Strategic Plan and General Plan.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
ALTA PLANNING + DESIGN, INC.
to
DEVELOP AN ACTIVE TRANSPORTATION PLAN
CITY PROJECT NO. 13-64

THIS AGREEMENT is made this 28th day of January, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **ALTA PLANNING + DESIGN, INC.**, a private corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for specialized transportation master planning services; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit B 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 One Hundred Thirty-Six Thousand Nine Hundred Seventy-Five and 00/100^{ths} Dollars (\$136,975.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning January 28, 2014, and ending December 31, 2014, subject to CITY's availability of funds.

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 for ongoing operations and 20 37 for products/completed operations), to be approved by the City of Turlock.

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (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) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability 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 CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners and Contractors Protective Liability policy providing both ongoing operations and completed operations coverage.

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

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

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

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

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

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

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

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

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

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

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

service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional

capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for CONSULTANT: ALTA PLANNING + DESIGN, INC.
ATTN: BRETT HONDORP, AICP
129 L STREET
SACRAMENTO, CA 95814
PHONE: (530) 750-9342
FAX: (510) 540-5039

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

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

CITY OF TURLOCK, a municipal corporation

ALTA PLANNING + DESIGN

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

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

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A



Proposal for
City of Turlock Bicycle and Pedestrian Master Plans
City Project No. 13-64

December 10, 2013

PREPARED BY:
Alta Planning + Design
and Omni-Means Ltd. Engineers & Planners
PREPARED FOR:
City of Turlock





129 L Street
Sacramento, CA 95814
(530) 750-9342
www.altaplanning.com

December 10, 2013

Wayne York, Capital Improvement Coordinator
City of Turlock
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380

Re: RFP to Develop Active Transportation Plan

Dear Mr. York:

Alta Planning + Design (Alta) and Omni-Means (Omni) are pleased to submit this proposal for the preparation, adoption and implementation of a Bicycle Master Plan and Pedestrian Master Plan, collectively referred to as an Active Transportation Plan (Plan), for the City of Turlock. Alta and Omni have partnered on this project to provide the City with Alta's premiere non-motorized planning and design experience and Omni's local knowledge and engineering excellence.

Brett Hondorp of Alta will serve as Principal in Charge and direct a highly capable and enthusiastic team. For over 15 years, Brett has led the development of bicycle and pedestrian master plans statewide. John Lieswyn will be Alta's Project Manager, coordinating day-to-day project tasks. John is an ITE-certified professional transportation planner with broad experience in bikeways, complete streets, and transit. He recently helped develop the City of Bakersfield's Bicycle Transportation Plan. His presentation to the Bakersfield City Council converted a concern about costs into unanimous approval.

As Assistant Project Manager, Marty Inouye of Omni will assist John and Brett throughout all phases of the project. He will lead Omni staff in the identification and cost estimating for new projects, advise the team for the preliminary concept engineering of priority projects, and provide internal peer review. Marty has extensive experience with the Turlock transportation network, having worked on many studies and plans over the past 18 years, most recently on the General Plan Update and Development Impact Fee Update.

We feel there are several points that make the Alta/Omni Team uniquely qualified for this project:

- **Unparalleled Experience:** Our team consists of tested leaders in non-motorized planning and project development. At Alta, bicycle, pedestrian and SRTS projects are all we do. We bring direct expertise working on similar projects that involve community and City/agency partnerships, which for this project includes cutting-edge non-motorized encouragement and economic development planning.
- **Local Access and Knowledge:** The Alta/Omni Team has extensive experience working in the San Joaquin Valley, from Bakersfield to Stockton. We are experts at planing bikeway networks to meet the needs of bicyclists as well as urban automobiles, transit, agricultural vehicles, and trucks. Our team's work on the Turlock Circulation Element and the 2008 Stanislaus County Non-Motorized Transportation Plan will ensure a Plan tailored to your needs.
- **Dedicated Programs Team:** Our outreach, education and encouragement program specialists will provide eye catching graphic design and marketing materials to engage the community.
- **Implementation:** We will encourage the implementation of Plan recommendations with clear, concise, and customized preliminary project feasibility sheets and cost estimates for incorporation into the CIP and grant funding opportunities.

We have reviewed all items in the RFP in developing our proposed scope of work. This proposal represents a firm, binding offer for 90 days. We look forward to the opportunity to work with you and complete this project in a timely manner. Please do not hesitate to call me at (510) 540-5008 ext. 101 should you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink that reads "Brett Hondorp".

Brett Hondorp
Alta Planning + Design, Principal

A handwritten signature in black ink that reads "Marty Inouye".

Marty Inouye
Omni-Means, Principal

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Statement of Qualifications



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Alta Planning + Design Background



Alta Planning + Design's mission is to create active communities where bicycling and walking are safe, healthy, fun, and normal daily activities.

Alta Planning + Design is California's leading multi-modal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, greenway, park, and trail corridors and systems. Founded in 1996, Alta has over 100 staff in 25 offices nationwide. On any given day, most staff walk, bike, or take transit to work. We are committed to transforming communities, one trip at a time, one step at a time, and one street, intersection, and park at a time.

Bicycle and Pedestrian Planning

Our approach to transportation planning integrates expert planning, design, economics, and land use to create opportunities for people to choose bicycling and walking for recreation and transportation.

Our experience includes more than 500 bicycle and pedestrian master plans nationwide, ranging from cities to counties and regional governments throughout the United States. Our planning process includes conducting extensive field work on bicycle and on foot, engaging residents and stakeholders through walking and bicycling tours, and documenting existing conditions and needs through easily-readable maps, photographs, and narrative discussion. Other key tasks include developing short- and long-term project and program recommendations, identifying traditional and innovative funding strategies, preparing development code language to leverage improvements through new development, and developing implementation plans to clearly map where communities should focus their investments first.

Inclusive Community Outreach

Our outreach process is inclusive, interactive, and productive, and we can provide for translation and interpretation to make sure that all members of multi-lingual communities have a voice. Alta's professionals are experts at listening to the public, conveying technical issues in a clear manner, and explaining trade-offs. Through our straightforward communication style, ability to engage citizens, and use of the latest technology, we are able to produce outreach strategies and successful designs and plans that meet the needs of the community.

Dedication

Alta is proud to be a founder of the NACTO (National Association of City Transportation Officials) Cities for Cycling initiative. As part of a team of officials from NACTO member cities, we developed the Urban Bikeway Design Guide. This interactive document provides state-of-the-practice solutions for on-street bicycle facilities, based on the best national and international practices, policies, and programs.

Professional Services

- Master plans (bicycle, pedestrian, trail, open space, and park)
- Safe Routes to School studies and plans
- Bicycle and pedestrian integration with transit
- Bicycle share planning and feasibility studies
- Landscape architecture and project design
- Greenway and corridor plans
- Bicycle and pedestrian facility design guidelines
- Counts, surveys, and demand analysis
- Complete Streets studies and plans
- Bicycle parking design
- Trail safety and sustainability audits
- Signage and wayfinding plans
- GIS and mapping services
- Construction documents
- Public involvement and outreach
- Technical assistance and training
- Education, encouragement, and marketing services



Omni-Means Background



OMNI-MEANS, Ltd. Engineers & Planners was founded in 1981 as a multidisciplinary engineering and planning firm specializing in Public Works and Transportation projects. Since that time, the firm has expanded its services and currently offers the following additional specialties related to preparing Bike and Pedestrian Master Plans to both the public and private sector.

An Experienced/Full Service Team

The project leadership team for this project have prepared a number of bicycle/ pedestrian plans for rural counties and small to medium sized cities. Omni recently completed a Bicycle and Pedestrian Master Plan for Arroyo Grande, and within the past year we prepared the Bicycle Transportation Plan for Sutter County. As noted in the following pages, in the past three-years we successfully completed the City of Galt's Bicycle Transportation Plan Update and the Town of Loomis' first Bicycle Transportation Plan and Trails Master Plan. Please note that these plans were prepared by the same team who will staff this project.

Subcontractors' Percentage of Work

Omni-Means is the only subconsultant on the project team. They will participate in 45% of the project work, including engineering, transportation planning, and cost estimating tasks.

Certification

OMNI-MEANS, Ltd. is California SBE Certified #57677

Professional Services

- Bicycle/Pedestrian Transportation Plans
- Complete Streets Design
- Transportation Planning and Design
- Traffic Engineering
- Landscape Architecture
- Wayfinding Design
- Grant Preparation and Administration
- Civil Engineering
- Geographic Information Systems
- Land/Construction Surveying
- Construction Management

Personnel Profiles

The Alta/Omni Team for the Turlock Bicycle and Pedestrian Master Plans will be managed by John Lieswyn, who has extensive experience leading pedestrian plans and projects - most recently for the Cities of Bakersfield and Mountain View. John will manage day-to-day project needs and work directly with City staff. Brett Hondorp will serve as Principal in Charge, providing project guidance and quality control. Brett has over 15 years of experience leading pedestrian master plans throughout California. Marty Inouye will work closely with John and Brett on project coordination as Assistant Project Manager and will lead Omni-Trans staff in engineering, transportation planning, and cost estimating tasks. The Alta/Omni Team also includes efficient professional support in preparation of the GIS and report documents, through Alta's staff of planners, GIS technicians, and production and administrative staff.

Key staff roles are described in the organizational chart below and on the adjacent pages. Full staff resumes can be found in the Appendix. Alta's key staff have the time and capacity to complete this project in accordance with our proposed schedule of work. All key staff members will be available throughout the life of the project.

Organizational Chart		
Principal in Charge	Brett Hondorp	ALTA
Project Manager	John Lieswyn	ALTA
Assistant Project Manager	Marty Inouye	OMNI

OUTREACH	Staff	Company
	John Lieswyn	ALTA
	April Economides	ALTA
	Sarah Fine	ALTA
	Cat Cheng	ALTA

PLANNING	Staff	Company
	John Lieswyn	ALTA
	Marty Inouye	OMNI
	Sarah Fine	ALTA
	Paris Latham	ALTA
	Todd Tregenza	OMNI

ENGINEERING	Staff	Company
	Larry Wing	OMNI
	Todd Tregenza	OMNI
	Sergio Arellano	OMNI

Alta Planning + Design Staff



Brett Hondorp, AICP, Principal in Charge

Brett will have overall responsibility for Alta services on the project, providing quality control and assurance. He has over 15 years of experience preparing pedestrian and bicycle master plans, Safe Routes to School programs, and multi-modal projects. He has managed master plans for large and small jurisdictions throughout the San Joaquin Valley, in both urban and rural settings. Brett led the 2008 Stanislaus County Nonmotorized Transportation Master Plan, and he will build on this long standing knowledge to guide a comprehensive Active Transportation Plan for Turlock.



John Lieswyn, PTP, MET Project Manager

John will serve as Project Manager, meeting day-to-day project needs and collaborating with the City and project stakeholders to provide appropriate task progress. He brings broad experience in pedestrian and bicycle planning and design to the team. John combines strong technical skills with enthusiasm and the ability to deliver a full understanding of clients' objectives and requirements. He has facilitated numerous stakeholder workshops and is an engaging public speaker.



Sarah Fine, Planner

Sarah will provide transportation planning services and prepare plan graphics. Sarah has worked with small communities to develop pedestrian and bicycle master plans. She has also produced project recommendations as part of Safe Routes to School studies, addressing pedestrian, bicycle, and vehicle access to school campuses. Sarah has experience using spatial analysis to guide plan recommendations, and she is a resource for the use of emerging technologies in data collection and community outreach.



April Economides, MBA, Business Services Outreach

April gives presentations, workshops, and consults on the economic benefits of walk- and bike-friendly business districts and helps get more customers, employees, and business owners on bikes. She engages business stakeholders in difficult conversations about planning and design projects, such as separated bike lanes, pedestrian plazas, and parklets.



Cat Cheng, Graphic Designer

Cat Cheng is a graphic designer with over ten years of experience in print and brand identity. She has developed several bicycle and pedestrian advocacy-related campaigns and projects including branding and print for Safe Routes to School programs, map design and production for the Cities of Portland and Vancouver, print and signage for SMART (Wilsonville, Oregon's public transportation system), and print and web design for organizations such as the Bicycle Transportation Alliance and Oregon Walks.



Paris Latham, GIS Analyst

Paris is trained in GIS and geographical modeling. She believes maps should go beyond graphic representation of spatial data and should tell stories that connect people to their surroundings while fostering an enhanced understanding of planning goals. Paris is skilled in GIS, spatial modeling and analysis, research methods, and technical writing.

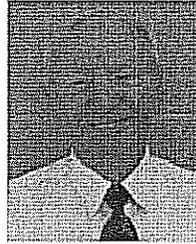
Omni-Means Staff



Martin Inouye, Assistant Project Manager

Martin will serve as Assistant Project Manager and will assist John and Brett with project coordination and the identification of priority projects. Martin serves as a Principal-in-Charge and/or Project

Manager for transportation planning projects including Bike/Pedestrian projects. He has over 30 years experience in Transportation Planning and Engineering, and provides a hands on approach, in that he personally rides project areas in an effort to get a complete understanding of the needs of what the end user will face.



Larry Wing, PE, Senior Engineer

Larry, PE, will provide oversight and review submittals for accuracy and completeness, particularly as it relates to all improvement cost estimating. During this assignment, Larry will oversee technical review overall quality control in collaboration with the Project Manager. Larry has 35 years of valuable experience providing a unique combination of public and private engineering services.



Todd Tregenza, Planner

Todd will assist with collecting relevant documentation and background information, and will use various software programs to analyze the future traffic needs and recommend solutions to traffic problems. In addition he will assist in the development and production of exhibits, papers and reports in coordinating with multi-disciplinary and agency staff to create a comprehensive traffic impact study.



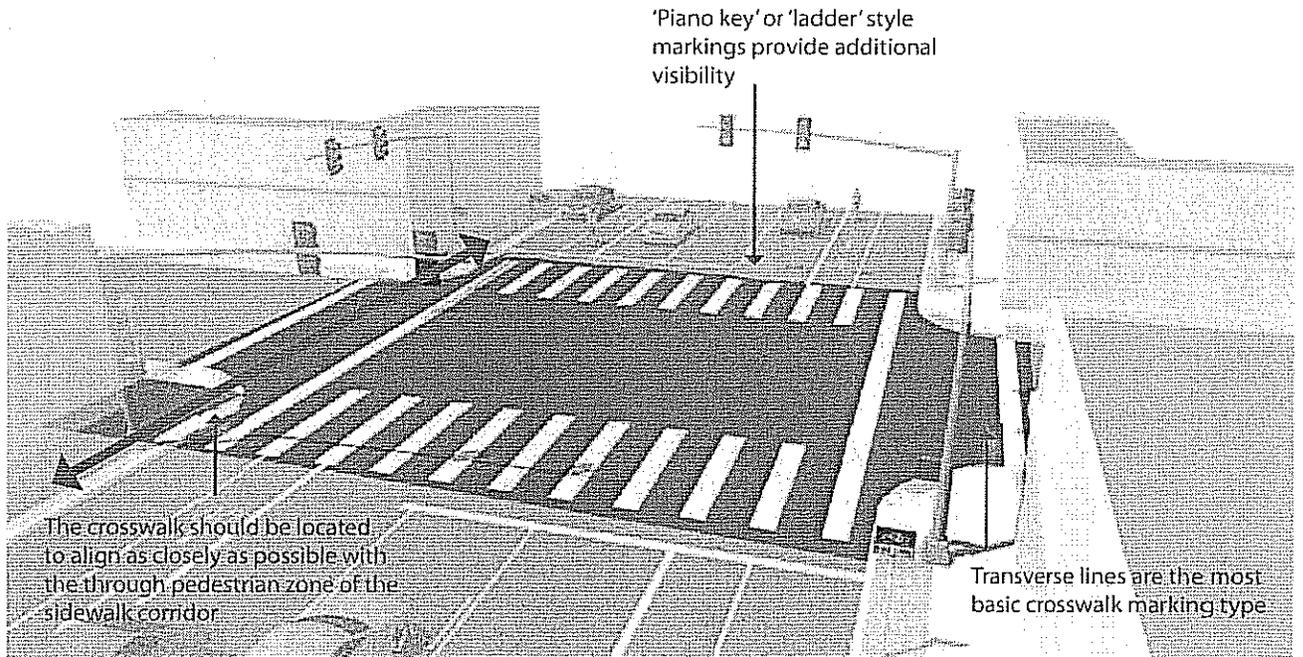
Sergio Arellano, EIT, Engineering and Cost Estimating Support

Sergio, EIT, will assist in preparing plans using AutoCAD, preparing reports and documents, provide technical review, and any needed estimates. As a Staff Engineer, he has a full range of duties and provides civil engineering design and traffic engineering support on a large range of projects. His duties include assembling computer drawing plans and exhibits using AutoCAD software, feasibility analysis, roadway and roundabout design, utility coordination, quantity calculations and cost estimation.

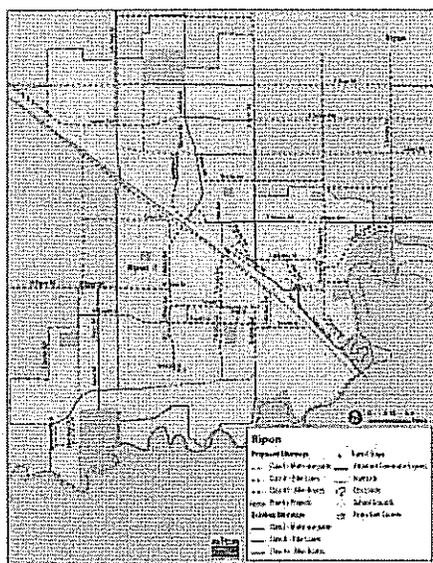
Related Experience and References

The development of the Turlock Bicycle and Pedestrian Master Plans requires a firm that combines bicycle, pedestrian, and safe routes to school planning and design experience with an understanding of local issues. The projects on the following pages represent demonstrate the Alta/Omni Team's breadth of work in the following areas:

- Bicycle and Pedestrian Master Planning
- Facility Recommendations
- Mapping and GIS Expertise
- Innovative Design Experience
- Implementation Strategy
- Safe Routes to Schools Studies and Plans
- Local Access and Knowledge
- Inclusive Community Outreach



San Joaquin Council of Governments Regional Bicycle, Pedestrian, and Safe Routes to School Plan



Escalon: Stanislaus Street Class II Bike Lane

Project Description

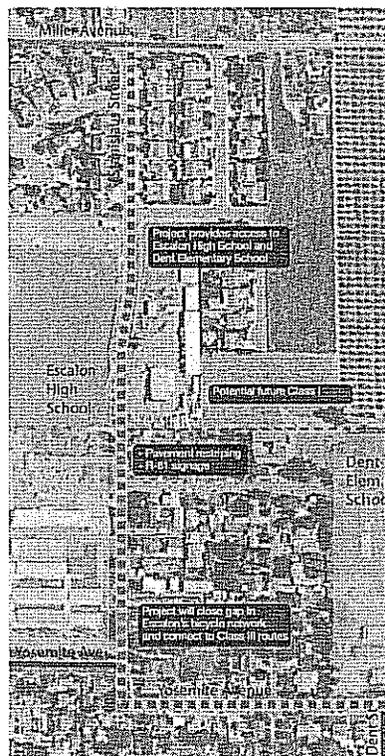
The Stanislaus Street Class II Bike Lane is a proposed 0.38 mile bikeway that would serve Escalon High School and Dent Elementary School

The bikeway is a priority project in the San Joaquin Council of Governments Bicycle, Pedestrian and Safe Routes to School Plan.

Connecting bikeways include

- Miller Avenue bike lane (existing)
- Dent Street bike route (existing)
- Yosemite Avenue bike route (existing)

Potential Section View



Design Guidance



Class II bike lanes are frequently used on streets with traffic volumes and speeds that warrant separation of traffic flows. At a minimum, bike lanes should be:

- 4' in width
- 5' in width on streets with a gutter

Cost Estimate

Total cost: \$16,000

Striping and Stenciling 0.38 miles @ \$39,600/mile

Signage: 4 signs @ \$300/sign

Alta led the San Joaquin Council of Governments' Regional Bicycle, Pedestrian and Safe Routes to School Plan. The Plan serves as a guide to planning, developing, and managing a regional bicycle and pedestrian network and Safe Routes to School program funding. The Plan identifies priorities to create a consistent network of pedestrian and bicycling infrastructure across jurisdictional boundaries, focus investments on key origin and destination centers, and ultimately guide local and regional actions to create a more connected, accessible, and safe regional network. This Plan will directly aid the San Joaquin Council of Governments (SJCOG) and

member communities in selecting projects for funding under SJCOG's Measure K Bicycle, Pedestrian, and Safe Routes to School (BP-SRTS) Funding program.

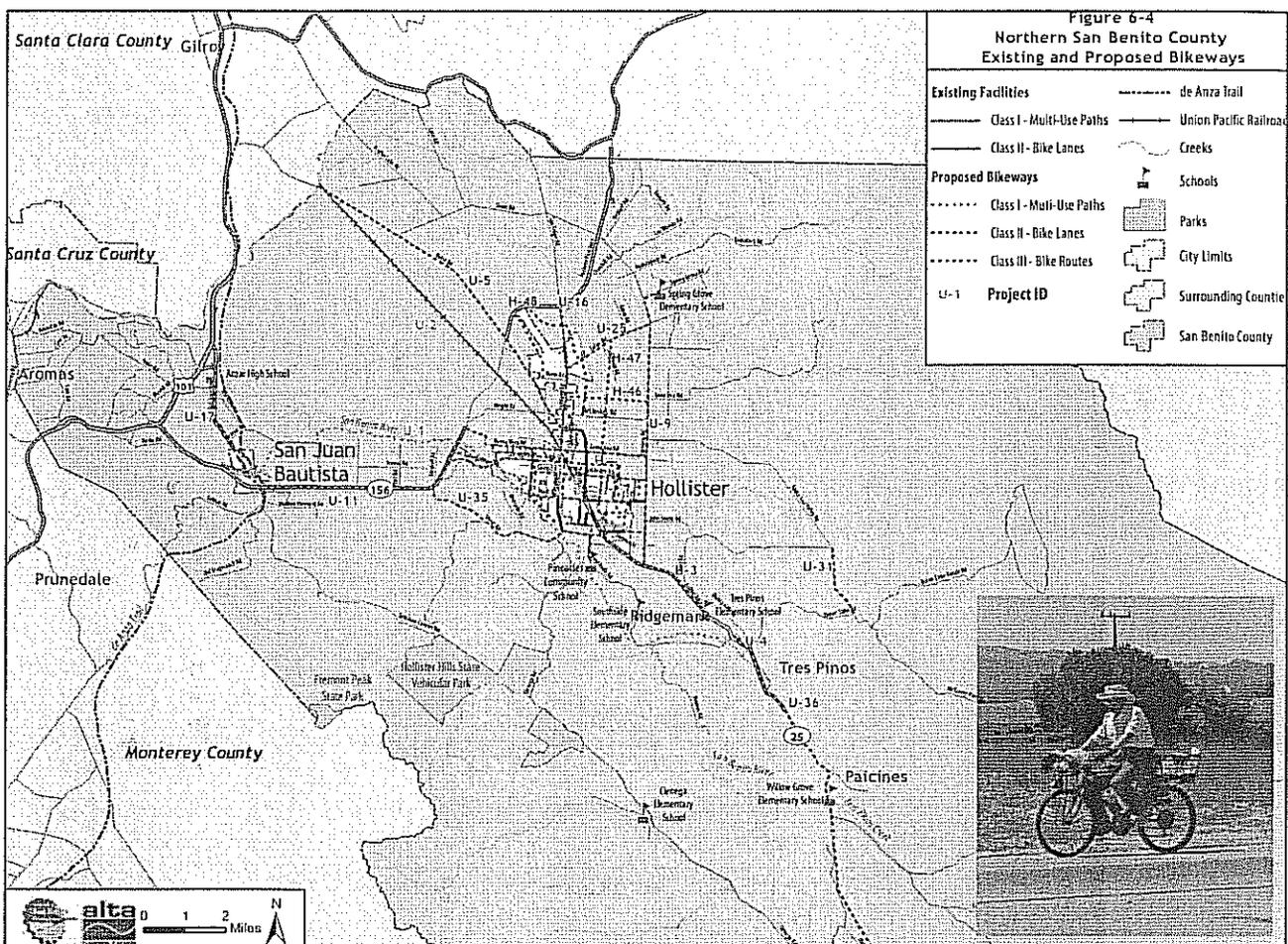
Date: 2011 – 2012

Key Staff: Brett Hondorp - Principal in Charge

Client: San Joaquin Council of Governments (SJCOG), Michael Swearingen, Senior Regional Planner, mswearingen@sjcog.org, (209) 235-0600, 555 East Weber Avenue, Stockton, CA

Contract: \$93,000

San Benito County Bicycle and Pedestrian Master Plan Update



Alta worked with the San Benito Council of Governments (COG) to update the 2002 County Bikeway and Pedestrian Master Plan. Alta staff conducted two bilingual public meetings and conducted extensive field inventories to determine residents' needs for nonmotorized facilities. The Plan update identifies regional trails and bikeway and pedestrian projects for the County and the incorporated areas of Hollister and San Juan Bautista. Bicycle facility recommendations include a network of on-street bicycle lanes and bicycle routes. The recommended off-street paths spine from the proposed San Benito River Trail. Recommendations for pedestrian improvements include

filling sidewalk gaps in Hollister and San Juan Bautista and making improvements to at-grade pedestrian crossings of railroad tracks.

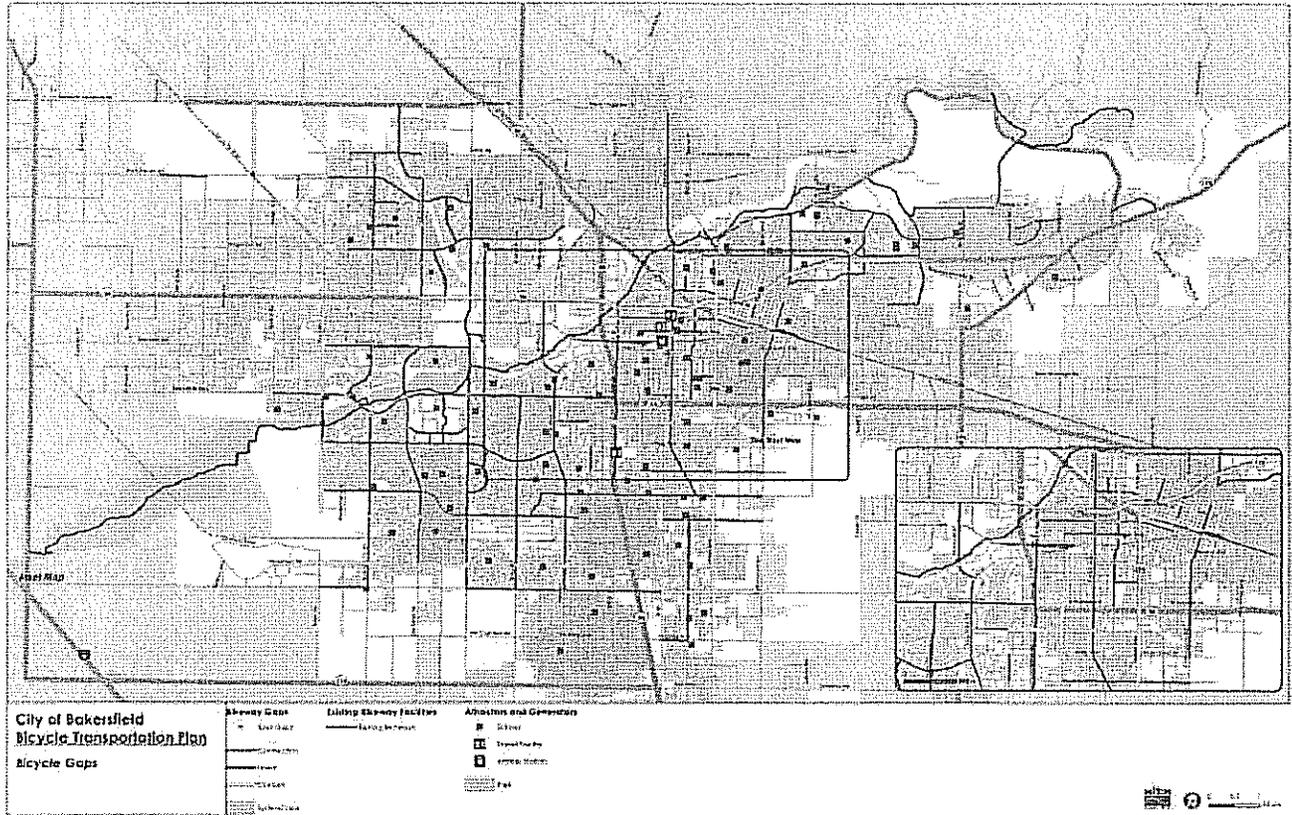
Date: 2008 - 2010

Key Staff: Brett Hondorp - Principal in Charge

Client: San Benito Council of Governments, Lisa Rheinheimer, Executive Director, lisa@sanbenitocog.org, 330 Tres Pinos Rd, Suite C7, Hollister CA 95023, (831) 637-7665

Contract: \$80,000

Bakersfield Bicycle Master Plan



Alta led the City of Bakersfield's Bicycle Transportation Plan. The Bakersfield Bicycle Transportation Plan's objective was to provide a bikeway facilities management plan to establish the necessary framework for decision making of where to expend funding for bicycle projects within the City of Bakersfield. The Plan identifies improvement projects needed in order to achieve the functional commuting needs and physical safety of bicyclists throughout the City. Design and content provides Complete Streets recommendations for both urban and suburban settings so that pedestrians, bicyclists, motorists and transit

riders of all ages and abilities will be able to safely move along and across a complete street.

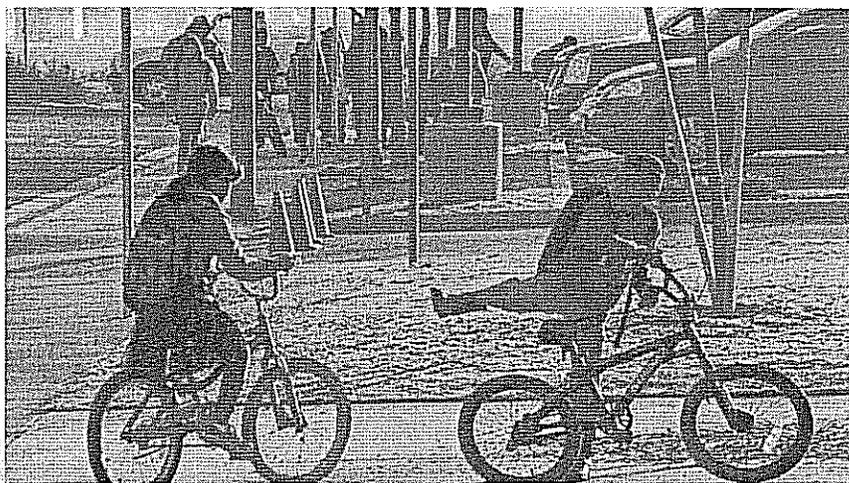
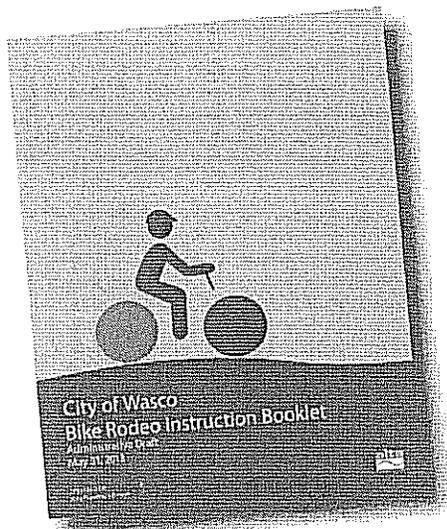
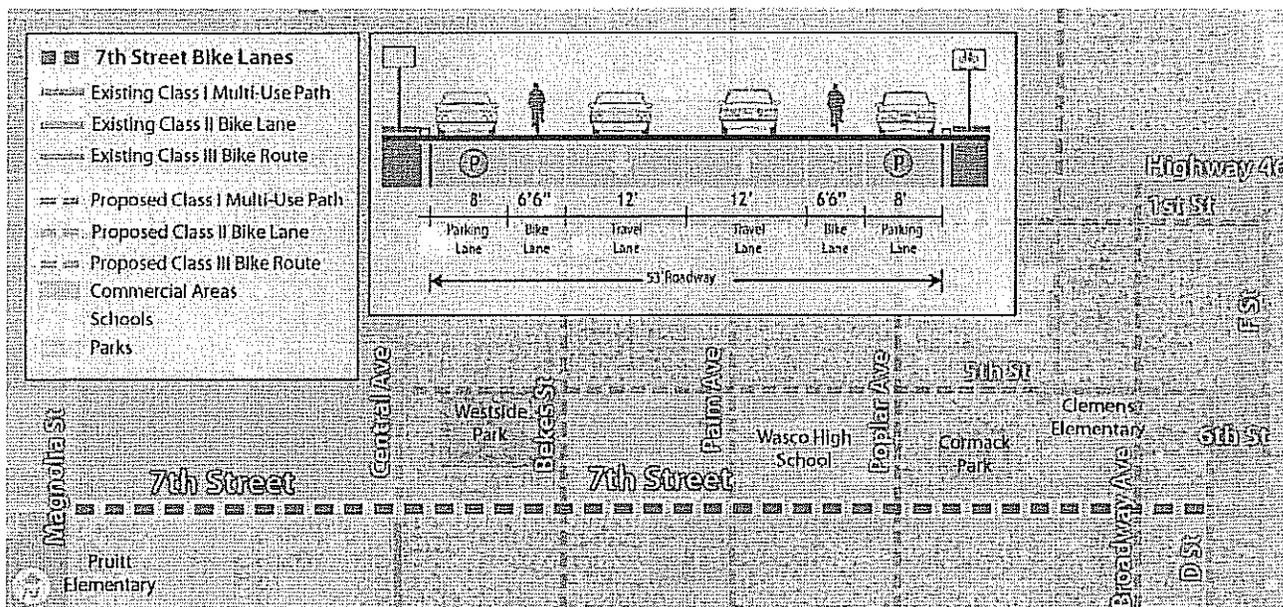
Date: 2012

Key Staff: Brett Hondorp - Principal in Charge, John Lieswyn - Senior Planner, Sarah Fine - Planner

Client: City of Bakersfield, Kate Shea, Associate Planner, 1715 Chester Avenue, Bakersfield, CA 93301, (661) 326-3452, kshea@bakersfieldcity.us

Contract: \$80,000

Wasco Bicycle Master Plan and School Traffic Safety Study



Alta is currently working with the City of Wasco on a Traffic Safety Study and Bicycle Master Plan update. Wasco is an agricultural city in the San Joaquin Valley where walking for transportation is more common than in most of California. The project includes a detailed review of key corridors including vehicle, bicycle and pedestrian counts, collision analysis, and community needs to determine how to improve conditions for bicycle and pedestrian travel. The project also includes a significant Safe Routes to School component including parent

surveys, school audits, suggested routes to school maps and a bicycle rodeo curriculum.

Date: 2012- ongoing

Key Staff: Brett Hondorp - Principal in Charge, John Lieswyn - Senior Planner, Sarah Fine - Planner

Client: City of Wasco, Keri Cobb, Senior Planner, 764 E Street, Wasco, CA 93280, (661) 758-7210, kecobb@ci.wasco.ca.us

Contract: \$109,000

Project Experience

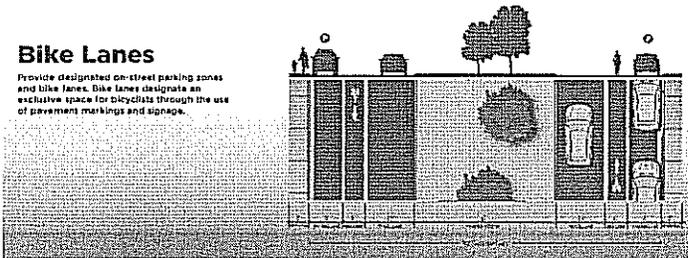


Novato Bicycle Master Plan Implementation

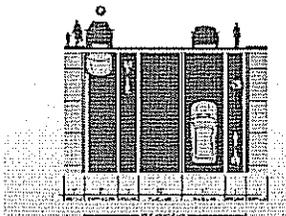
SUNSET PARKWAY BIKEWAY CONCEPTS

Sunset Parkway serves a mostly low-density residential area and two schools: Lynwood Elementary School and San Jose Middle School. The segment has good pedestrian infrastructure and connects to bicycle paths on Ignacio Boulevard to the southwest and South Novato Boulevard to the northeast. A small portion of the road has an unconnected Class II bicycle lane (between Shon Drive and about 900 ft. north of Ignacio Boulevard) where there are no driveways and rural road frontage. Between Cambridge Street and Novato Boulevard, a landscaped and raised central median is provided between two 25 ft. roadways.

SEGMENT FAST FACTS			
COLLECTOR <small>roadway classification</small>	17% <small>Parking Use</small>	2,710 <small>pop</small> <small>within 1/4 mile</small>	0.92 <small>mi</small> <small>Segment Length</small>

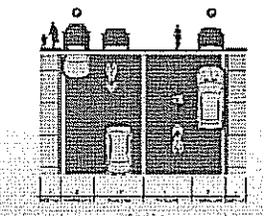


Option 1 :: Bike Lanes

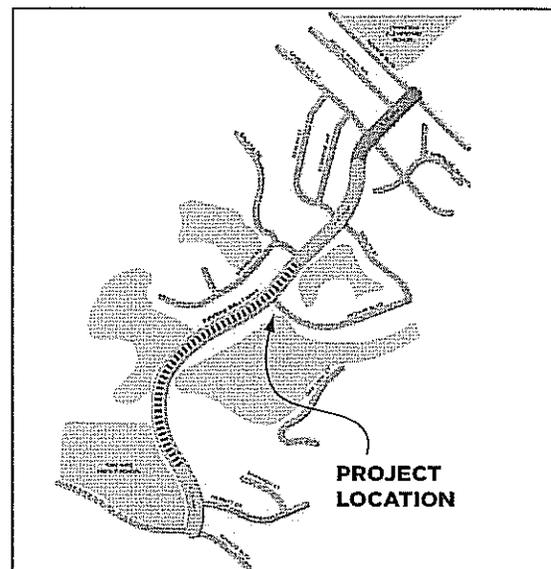


PROS: Provides an area separate from motor vehicle traffic for more comfortable bicycle riding.
CONS: Reduces parking capacity on one side of the street to accommodate bike lanes.

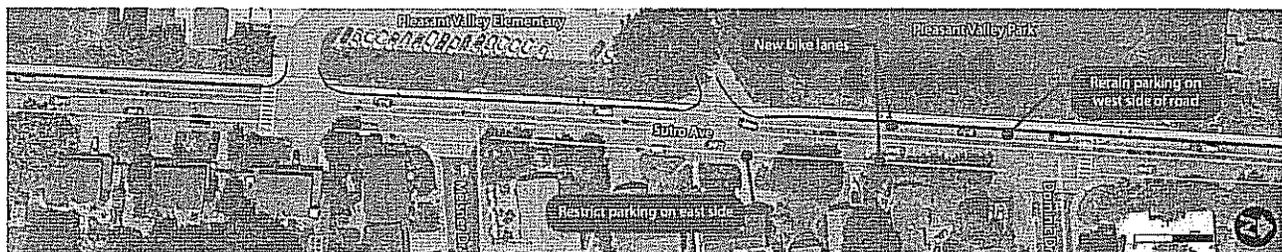
Option 2 :: Sharrows



PROS: Maintains existing on-street parking capacity.
CONS: May not be comfortable for many bicyclists (e.g. children and elderly).
Does not provide a space for bicycle operation that is separate from motor vehicle traffic.



Novato Bike Plan Implementation | March 2013



Alta facilitated an implementation action plan for priority projects identified in Novato's Bikeways Plan, which was prepared by Alta in 2007. Alta's tasks included developing alternative designs for bicycle facilities along four corridors, conducting public and stakeholder outreach, and producing an implementation memo. John worked with neighborhood groups in identified areas to develop and discuss options for resolving concerns about potential project impacts.

Date: 2012 - 2013

Key Staff: Brett Hondorp - Principal in Charge, John Lieswyn - Project Manager

Client: City of Novato, Gosia Woodfin, 75 Rowland Way #200, Novato, California 94945, (415) 899-8997, gwoodfin@novato.org

Contract: \$24,000

Project Experience



Mission Drive Complete Streets Project, Solvang

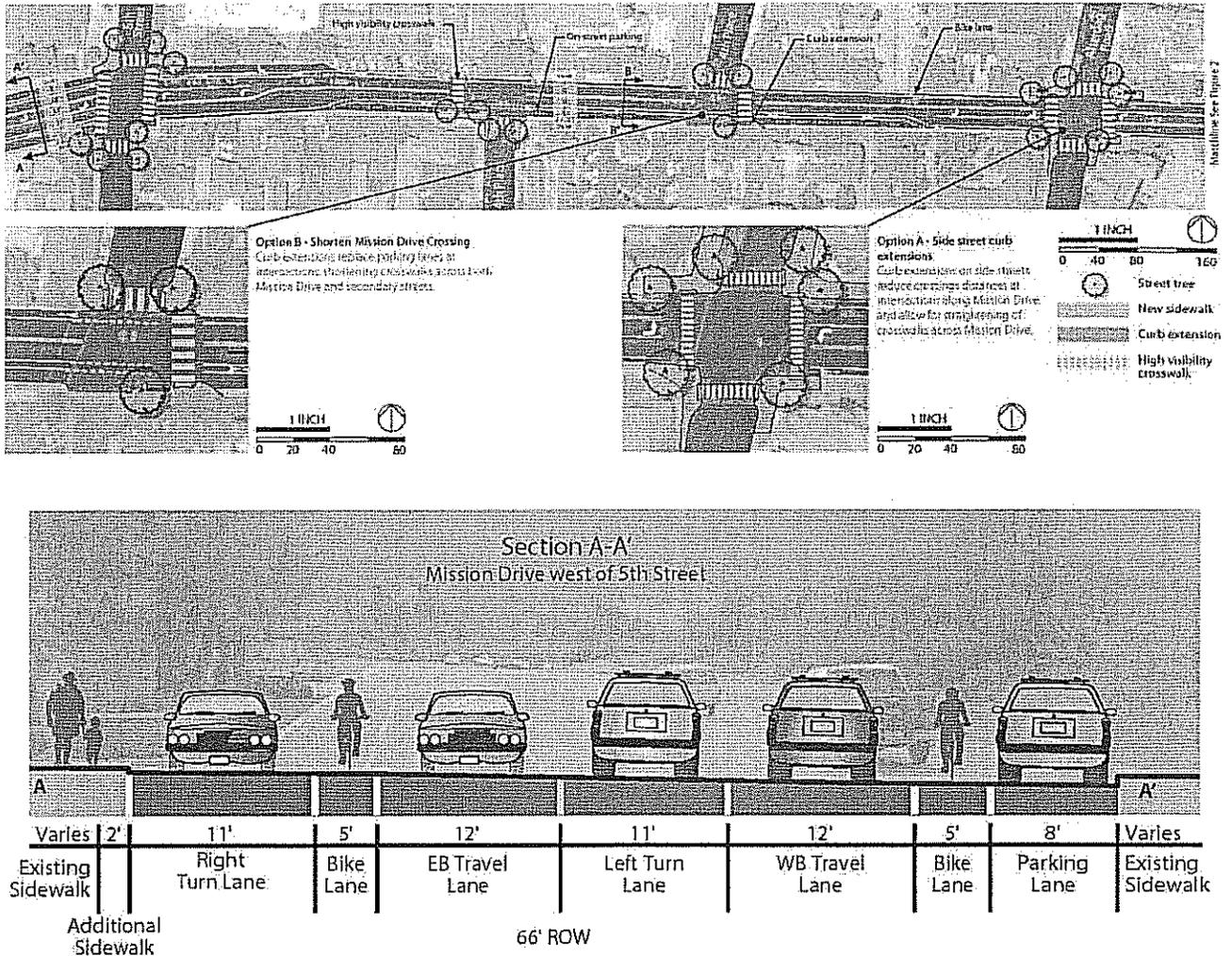


Figure 1 - Mission Drive: 5th Street to Atterdag Road - Alternative 1
Mission Drive Complete Streets Project
Scale: 1"=40'

Alta assisted the City of Solvang with complete streets and non-motorized transportation planning for the important main street of Mission Drive, which is also a state highway. Alta evaluated the corridor for potential improvements, assisted with traffic data analysis, prepared conceptual design for complete streets enhancements, provided graphic materials for the community outreach process, and developed a summary technical memo with project implementation cost estimates.

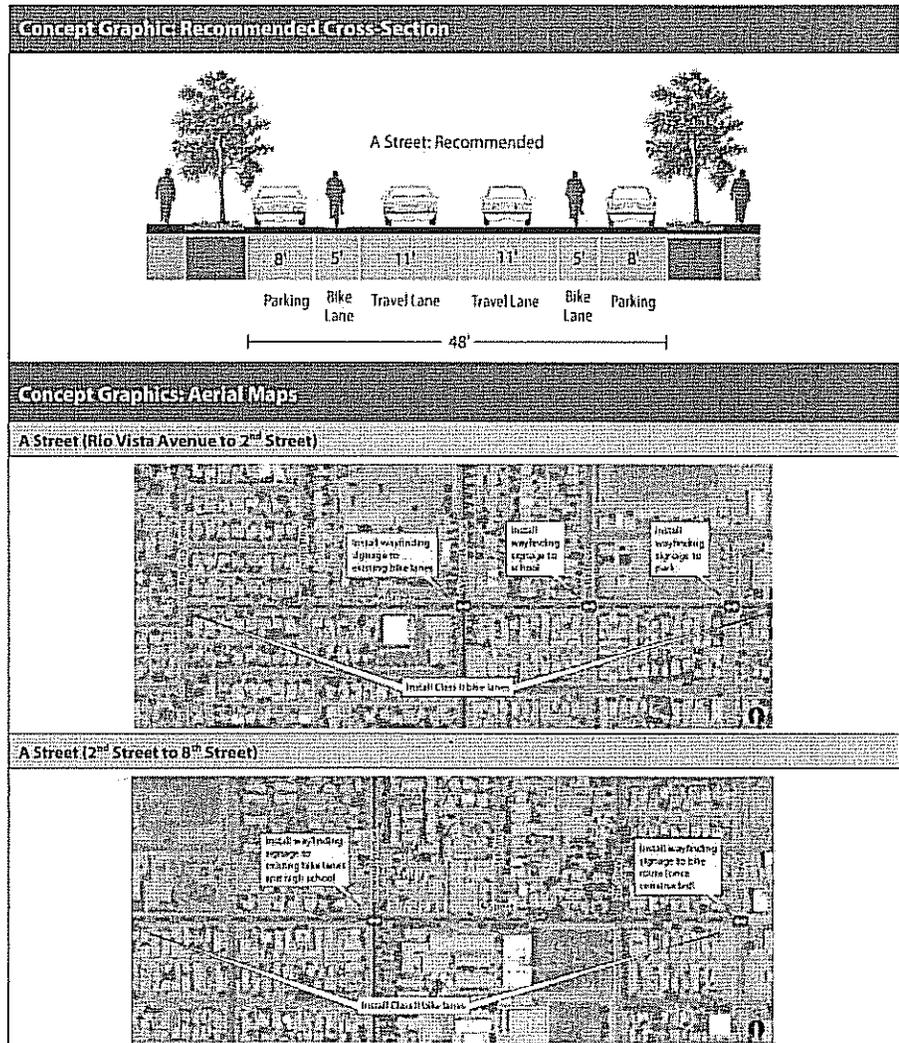
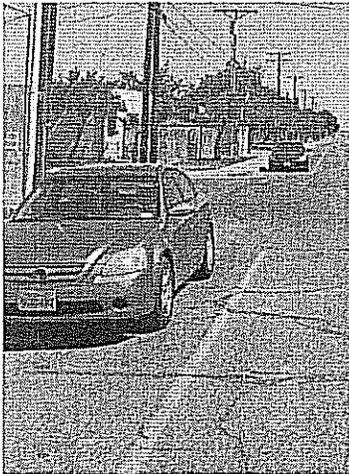
Date: 2012-2013

Key Staff: Brett Hondorp - Principal in Charge, John Lieswyn - Project Manager

Client: City of Solvang, Matt van der Linden, 411 Second Street, Solvang, CA 93463, (805) 688-5575, mattv@cityofsolvang.com

Contract: \$20,000

Brawley Nonmotorized Transportation Plan



Alta led the City of Brawley's Nonmotorized Transportation Plan. The Plan's goals included improving bicycling and walking safety, providing end-of-trip facilities, improving multi-modal connections, and promoting bicycling and walking as an important public health issue through education and encouragement. The Bicycle Master Plan update component of this project included a needs analyses, recommended system improvements, and implementation strategies. The new Pedestrian Master Plan component of the Plan built on the momentum and vision of the recently completed Downtown Specific Plan,

and identified and prioritized future pedestrian projects in order to create a seamless, consistent pedestrian network in the City.

Date: 2012

Key Staff: Brett Hondorp - Principal in Charge

Client: Southern California Association of Governments, Peter Brandenburg, Project Manager, 818 West 7th St, Los Angeles, CA 90017, (213) 236-1937, brandenburg@scag.ca.gov

Contract: \$102,000

Hollister Safe Routes to School



**Calaveras Elementary
School Audit Map**
November 12, 2013

— Class II Bikeway



Alta is part of the consultant team for the Hollister Safe Routes to School project. The goal of the project is to identify key short-term and long-term transportation improvement projects that will address walkability, bikeability, and traffic safety improvements near two Hollister elementary schools. Alta will also identify programmatic improvements to designed to educate roadway users about traffic safety and encourage more families to walk and bicycle to school.

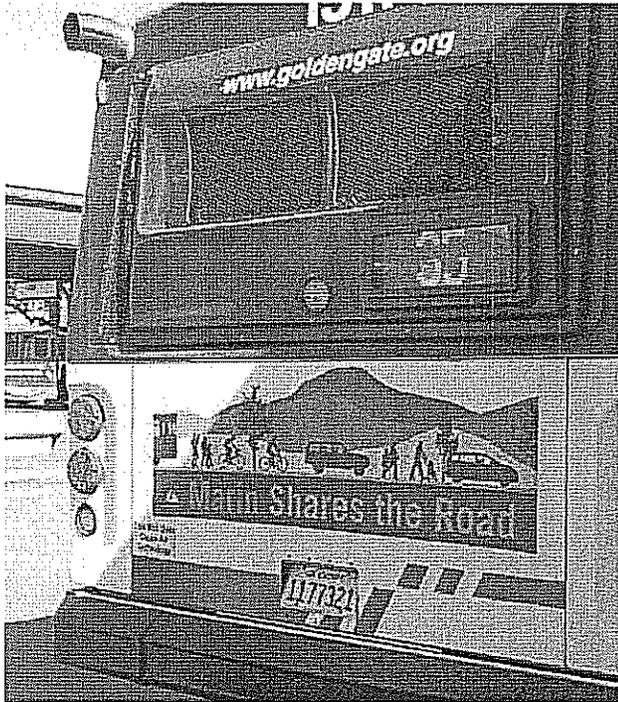
Date: 2013–ongoing

Key Staff: Brett Hondorp - Principal in Charge, Sarah Fine - Planner, Paris Latham - GIS

Client: San Benito Council of Governments, Lisa Rheinheimer
3216 Southside Road, Hollister, CA 95023, (831) 637-7665
lisa@sanbenitocog.org

Contract: \$23,000

“Way to Go!” Transportation Program Outreach, Marin County



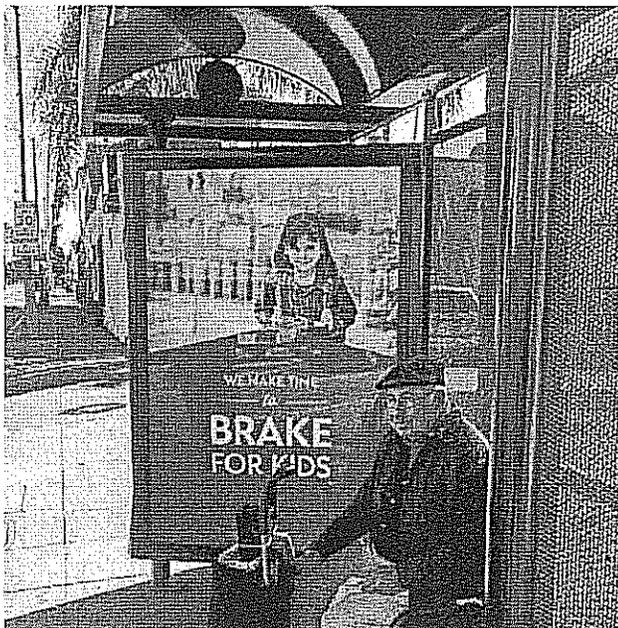
This three-year individualized marketing program was a key part of WalkBikeMarin (Marin County's implementation of the Nonmotorized Transportation Pilot Program). The “Way to Go!” program reached over 14,000 residents. The program used proven methods to increase walking, bicycling, and transit use through a three-pronged approach: offering customized information packets to every resident; leading twice-weekly group walks, bicycle rides, and classes; and outreach at community events. “Way to Go!” engaged 15% of target area households, hosted 30 events, and successfully decreased discretionary driving trips by up to 4% in the evaluated communities, translating to an annual vehicle miles traveled (VMT) reduction of more than 4 million miles.

Date: 2008–2011

Key Staff: Brett Hondorp - Principal in Charge, Cat Cheng - Graphic Design

Client: Marin County Public Works, Dan Dawson, Senior Transportation Planner, P.O. Box 4186, San Rafael, CA 94913-4186, (415) 473-6287, ddawson@marincounty.org

School Safety Outreach Campaign, Pasadena



Pasadena Safe School Zones is a campaign to improve the safety of child pedestrians near Pasadena schools by targeting problematic behaviors by parent drivers. The campaign also seeks to promote walking to school for children and families. Alta is leading the campaign marketing and branding, including bus advertisement, and will be conducting pedestrian safety workshops for third graders.

Date: 2013 - ongoing

Key Staff: Brett Hondorp - Principal in Charge, Cat Cheng - Graphic Design

Client: City of Pasadena, Alberto Felix, Associate Transportation Engineer, 221 East Walnut Street, Pasadena, CA 91101, afelix@cityofpasadena.net, (626) 744-7662

Contract: \$140,000

Galt Bicycle Transportation Plan Update



The City of Galt's Bicycle Transportation Plan Update included the incorporation of future development areas proposed in the General Plan, connections to the County of Sacramento's Bike Master Plan, improvements to the bike circulation across Highway 99, in-fill connections to complete inconsistent route, and ranking of proposed potential projects in order to assist the City staff and Council in determining where the top five improvements should be funded. Omni prepared community outreach and the Environmental Initial Study Checklist. Staff also conducted community outreach meeting and presented the findings to the City Parks and Recreation Commission and the City Council.

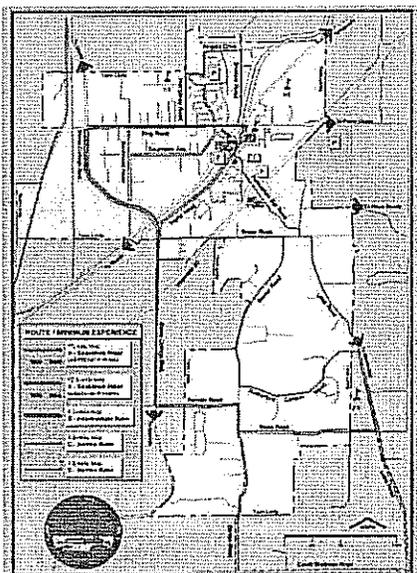
Date: 2011

Key Staff: Martin Inouye - Project Manager, Sergio Arellano - Project Engineer

Client: City of Galt, Curt Campion, Community Development Director, 380 Civic Drive, Galt, CA 95632, (209) 366-7230

Contract: \$30,000

Town of Loomis Bicycle Transportation Plan Update and Trails Master Plan



Omni was retained by the Town of Loomis to update their Bikeway Master Plan and prepare a Trails Master Plan. As a part of the conditions inventory, their team rode all of the proposed and existing routes documenting issues that would affect the ultimate improvement costs. A series of public outreach workshops were conducted to solicit input from the local residents and bike riders. The Trails Master Plan (a separate document) established policies and standards that the Town did not have in their development tool box.

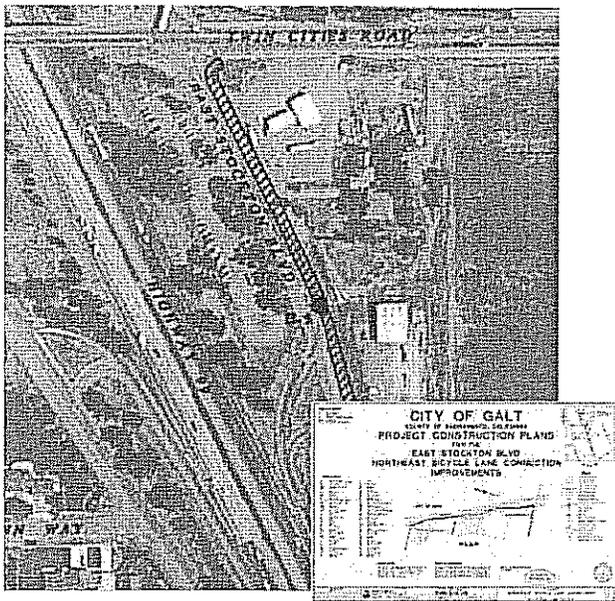
Date: 2009-2010

Key Staff: Martin Inouye - Project Manager, Sergio Arellano - Project Engineer

Client: Town of Loomis, Brian Fragioio, Town Engineer, 3665 Taylor Road, Loomis, CA 95650, (916) 652-1840, bfragioio@loomis.ca.gov

Contract: \$30,761

Northeast Bicycle Lane Connector Project, Galt



Omni was retained by the City of Galt to prepare Class II Bikeway plans for East Stockton Boulevard between Amador Avenue and Twin Cities Road (State Route 104). Their services included engineering design, Caltrans Local Assistance environmental clearance, Caltrans Encroachment permitting, and construction support services for the completion of the bike lane improvements. Phase one completed Class II bicycle lane improvements from Amador Street to Walnut Avenue. Phase two design and permitting was completed in late 2009. Phase 2 completed an extension of Class II bicycle lanes.

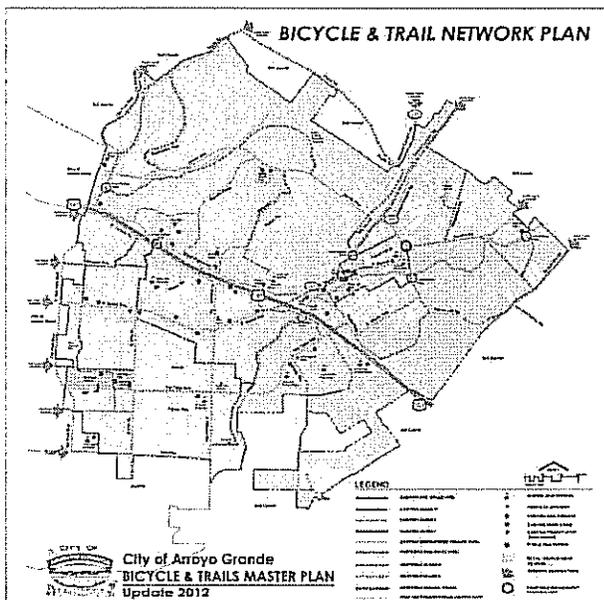
Date: 2006–2009

Key Staff: Martin Inouye - Project Manager, Sergio Arellano - Project Engineer

Client: City of Galt, Paul Cavanaugh, City Engineer, 380 Civic Drive, Galt, CA 95632, (209) 745–0575

Contract: \$275,000

Arroyo Grande Bicycle and Trails Master Plan Update



Located in the southern area of San Luis Obispo County, Arroyo Grande is located along a key Countywide bike system linking the mountains to the ocean. Arroyo Grande Bicycle and Trails Master Plan Update enhances the connections between Arroyo Grande and the other communities by carefully considering the improvements needed to make safe biking a priority. Toward that end, the Master Plan proposes the use of “Sharrows” along urban roadways where road widening is not an option and recommends narrowing of traffic lanes to slow traffic and accommodate bike lanes along streets where bike lanes are proposed.

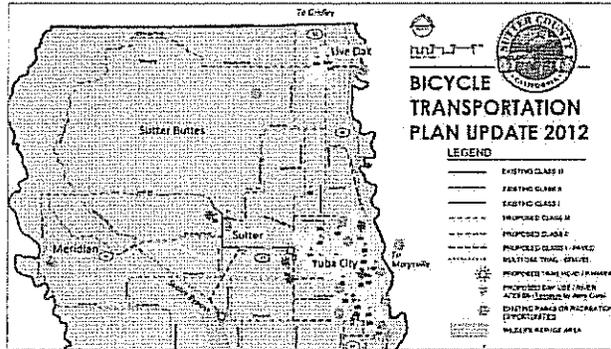
Date: 2011

Key Staff: Martin Inouye - Project Manager

Client: Teresa McClish, Community Development Director, City of Arroyo Grande, 300 E Branch Street - Arroyo Grande, CA 93420, (805) 473-5420

Contract: \$15,000

Sutter County Bicycle Transportation Plan Update



Proposal to the City of Turlock for Bicycle and Pedestrian Master Plans

OMNI-MEANS completed analysis gathering, public outreach, and prepared the Administrative Draft document. A series of 3-public workshops were conducted throughout the county where residents touted the recreational benefits of bike riding in a picturesque rural environment. The main backbone of the plan is intended to utilize levee roads as bike paths, and provide direction wayfinding along proposed Class III routes to assist riders to key destination points throughout the county. Given the rural nature of the road system in the county, and the typical end user, Class II routes are limited to areas directly adjacent to urban areas and schools.

Date: 2011

Key Staff: Martin Inouye - Project Manager

Client: Neal Hay, Senior Civil, Engineer Sutter County, 1130 Civic Center Blvd - Yuba City, CA 95993, (530) 822-4402

Contract: \$60,000

El Dorado Trail Projects Segments 1 & 2, Placerville



Omni was hired by the City of Placerville to deliver the Plans, Specifications and Estimate (PS&E) to completing two missing segments of the El Dorado Trail system that provide key connections of the trail to historic downtown Placerville. They are providing engineering and landscape services to design a trail that provides the community with public health, economic, and transportation benefits as well as a way to increase community pride and identity. The project requires Omni to coordinate with the City staff, Caltrans reviewers, and environmental and geotechnical subconsultants. Omni is also providing public outreach services during the environmental document public circulation phase.

Date: 2012-Ongoing

Key Staff: Larry Wing - Senior Engineer

Client: City of Placerville, Nate Stong, City Engineer, 3101 Center Street, Placerville, CA 95667, (530) 642-5250, nstrong@cityofplacerville.org

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Scope of Services



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Project Understanding

Although the City of Turlock is compact at just five miles by three miles and has a high population density of over 4,000 per square mile, most of the about 70,000 residents use motor vehicles. Seniors and children especially need a safe, comfortable, and attractive “family-friendly” walking and bicycling network, including facilities at intersections and crossing busy roads. The Turlock Active Transportation Plan (Plan) will help guide the implementation of a multi-modal transportation system that improves mobility, health and air quality.

Through our national work with the National Association of City Transportation Officials (NACTO), we are designing innovative solutions to better provide for bicyclists of all ages and abilities. Most of these are now contained within or not precluded by the California MUTCD and we have implemented them throughout California. Design solutions have advanced significantly since Alta authored the guidelines in the Stanislaus Non-Motorized Transportation Plan (2008), so we will provide the City of Turlock with a customized Design Guidelines Manual which identifies the relationship of innovative treatments to current national, state and local standards and guidelines.

With the baby boomer generation approaching the stage where walking is a key to ongoing fitness, social engagement and general mobility, it is equally important to ensure that the Plan fills pedestrian network gaps. To identify and prioritize the network gaps, we will work closely with the Citizens Advisory Team and include input from community meetings, project website and social media comments. Effective community engagement is also needed to establish public consensus on the importance of active travel and recreation as well as how the community can help implement change.

In addition, we will review connections between Turlock and the neighboring communities of Keyes, Denair and Delhi to identify trail alignments and road routes to better connect these urban areas and provide enhanced recreational opportunities.

To aid with implementation, the Plan will need to include an extensive list of locally appropriate funding sources detailing the amount available, grant requirements and deadlines.

Scope of Work

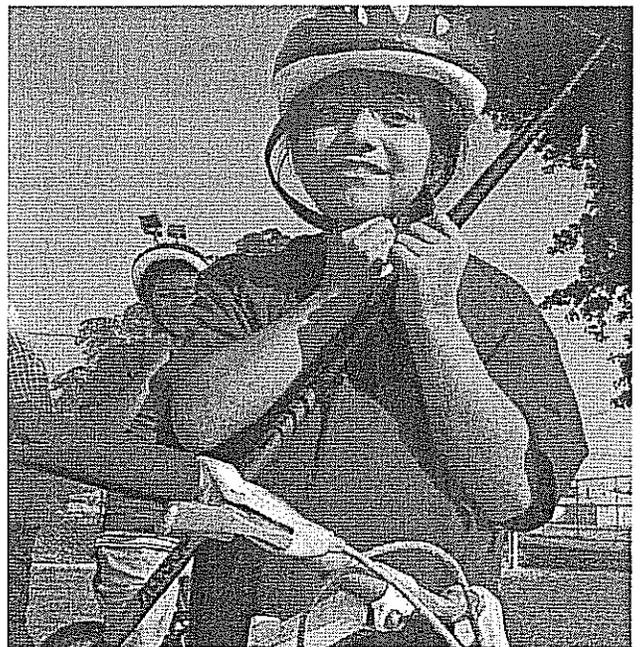
TASK 1 Project Initiation & Management

Task 1.1 Project Initiation and Data Request

Upon approval of a contract and in advance of Task 1.2, we will provide a memorandum outlining data in hand and requesting potential new data needs, as well as proposed project management and file sharing protocols. Existing relevant Geographic Information Systems (GIS) information will be mapped and assessed to inform Task 1.2 (project kickoff meeting) and the facility inventory activities in Task 2.1.

Task 1.2 Kickoff Meeting and Field Tours

We will attend and facilitate a kickoff meeting with City staff. The purpose of the kickoff meeting will be to refine the project scope, schedule, and outreach plan as necessary, and to discuss strategic opportunities and focus areas. We propose a “vision, goals, and quick wins” exercise as part of the kickoff meeting to jumpstart the process and ensure that the work plan accurately reflects current City priorities and challenges.



Seniors and children especially need a safe, comfortable, and attractive “family-friendly” walking and bicycling network, including facilities at intersections and crossing busy roads.

In conjunction with or separate from the kickoff meeting, we will work with the Stanislaus County Bicycle Club to facilitate a community biking tour with City staff and city council members and/or the general public to promote project visibility and a mutual understanding of key facilities/areas. We will work with city staff and business leaders or advocates to organize and lead a walking tour on the same day, leaving from the same meeting point, for community members who do not wish to try biking.

Task 1.3 Project Management and Quality Assurance

Project Management Procedures

We understand that producing a high-quality project that meets the City of Turlock's financial and schedule goals requires excellent project management skills and technical knowledge. To manage a project effectively requires communication skills so that the consultant team and the City have a common understanding of project status and similar expectation of the project outcome. The following outlines our procedures for effectively managing a project.

Communicate Effectively

Our project manager will host monthly team calls with the City staff to review and plan the project effort and to seek input at key decision points. Alta/Omni will prepare meeting minutes covering the discussion items and a list of follow-up tasks with the responsible party for each task.

Monitor Project Status

Alta uses Deltak Vision to manage projects. This software allows Alta's project managers to track project costs in real time, maintain a schedule of future labor hours, and produce monthly progress reports. With each monthly invoice, Alta's project manager will provide a progress report that summarizes tasks completed, and outlines tasks to be



Managing a project effectively requires communication skills to maintain a common understanding of project status.

completed over the next 30 days. We will also produce a PDF update to the Project Schedule using Microsoft Project each time that meeting dates or task details change, usually on a bi-monthly basis.

Quality Control

For major deliverables, Alta employs a two-tier quality control system that includes an in-house editor who reviews all materials, along with an independent review by the Principal-in-Charge. We will bolster this by ensuring that the Omni-Means project manager reviews all deliverables.

Task 1 Deliverables:

- GIS mapping and data request memorandum
- Kickoff meeting agenda, attendance by at least two consultant team members, and minutes
- Final detailed scope and schedule, including outreach program
- Initial community bicycle and walking tour fliers and maps; tour leaders
- Ongoing project management reporting & quality control

TASK 2 Existing Conditions Analysis

Task 2.1 Bicycle and Pedestrian Infrastructure Inventory

The Alta/Omni Team will update and expand the city's current data inventory of bicycle and pedestrian facilities, utilizing Geographic Information Systems (GIS) software and mapping, field work, and digital aerial/Google Streetview analysis. Alta/Omni will inventory, evaluate and map the network of existing and planned bicycle and pedestrian infrastructure. This inventory will include, but not be limited to, the following:

- Existing bike lanes, shared-use trails and paths, with notes on condition
- Roadway widths and traffic control devices
- Existing sidewalks, curb ramps and crosswalks
- Locations of existing wayfinding and/or advisory signage, bike racks, benches and other bicycle/pedestrian amenities
- Public transit stops and condition
- Base maps/aerial photographs
- Land use information and demographics
- Traffic volumes (ADT or peak hour) on major arterials

Task 2.2 Review and Synthesize Plans, Policies, and Key Projects

Understanding existing city policies, programs and plans for improving bicycling and walking is critical to ensuring support design and funding policies that leverage private development and concurrent city priorities. We will review, refine, and incorporate the City's relevant General Plan recommendations as well as relevant information from the following documents:

- Capital Improvement Program
- Local Complete Streets resolutions or policies
- Previous bicycle, recreation, pedestrian, and transportation reports and studies
- General Plan Elements and zoning ordinances (e.g. bicycle parking requirements, if any)

In addition to these City and County-oriented documents, Alta/Omni will provide a relevant synthesis of state and federal active transportation policy. These include statewide bills that integrate land use and transportation planning, Active Transportation Program (ATP), Caltrans Complete Streets policies and updated CAMUTCD/HDM, and new federal and state guidance for American's with Disabilities Act (ADA) design priorities and on-street facility designs, including the National Association of City Transportation Officials' (NACTO) Urban Bikeway Guide, 2nd Edition, the NACTO Urban Streets Design Guide, and AASHTO Guide for the Design of Bicycle Facilities, 4th Edition.

Task 2.3 ATP Citizen Advisory Team (CAT) Meeting #1: Existing Conditions

We will establish a Plan Citizen Advisory Team (CAT) as a voluntary public body to provide input to the Plan development. Members will be invited by the consultant team and will not have an official decision making capacity. The CAT members should include at least the following stakeholders:

- Local newspapers (Turlock Journal and Modesto Bee)
- Turlock Unified School District, Facilities Dept.
- Turlock Council Parent Teacher Association (PTA)
- California State University, Stanislaus (Jennifer Helzer, Ph.D., Geography Dept.)
- California State University, Stanislaus (Associated Student Union)
- Stanislaus Council of Governments (StanCOG)
- Stanislaus County Bicycle Club

- Any interested citizens from a list maintained by the City
- Development and/or business groups*
- Senior citizen and/or mobility advocates*

*Suggested additions to the list presented in the RFP

Ideally the CAT will consist of at least 8 but not more than 15 members; larger groups tend to stifle spontaneous discussion. A larger group may be accessed via sharing draft documents for review, but each organization should nominate only one representative and one back-up person to attend CAT meetings.

We will organize and facilitate the first CAT meeting on a weekday from 5:30 to 7:00 P.M. The first meeting will introduce the project, discuss the vision and goals, and obtain input on the existing conditions.

Task 2.4 Community Workshop #1: Existing Conditions

The first workshop will immediately follow the CAT Meeting #1, with the same meeting objectives, but with a less technical focus. The presentation will be shorter and the emphasis will be on visual materials rather than the "nuts and bolts" of developing an effective Plan.



Understanding existing city policies, programs and plans for improving bicycling and walking is critical to ensuring support design and funding policies that leverage private development and concurrent city priorities.

Task 2.5 Activity Levels

To understand the existing use of the bicycle and pedestrian network, the Alta/Omni Team with local advocates and volunteers will conduct two hour, non-motorized user counts at up to six key locations during a weekday morning peak hour. The counts will supplement the most recent available Census and ACS survey data in order to develop a snapshot of the current levels of bicycling and walking in Turlock.

Technical Memorandum #1: Turlock Walking and Biking

Materials from previous subtasks will be compiled into a draft technical memorandum. The memo will also include a graphically rich three to four page formatted summary that will assist promotion and participation in future plan activities (including the business/community survey and other Task 3 public outreach efforts).

Task 2 Deliverables:

- CAT Meeting #1
- Community Workshop #1
- Technical Memorandum #1, Turlock Walking Biking Status Report to feature:
 - Narrative description of current bicycling and walking conditions
 - Inventory maps and tables describing facilities related to bicycling and walking
 - Summary of relevant items found in the reports listed in Task 2.2
 - Census/ACS travel data and non-motorized counts

TASK 3 Public Outreach

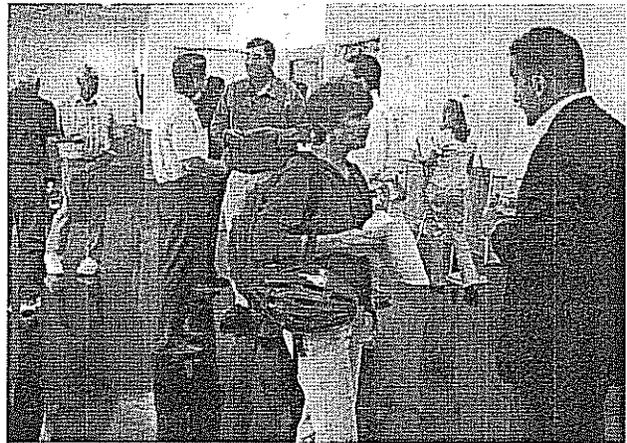
In addition to the Citizens Advisory Team (CAT) described in section 2.3, we will engage the public in the following ways.

Task 3.1 Website and Social Media

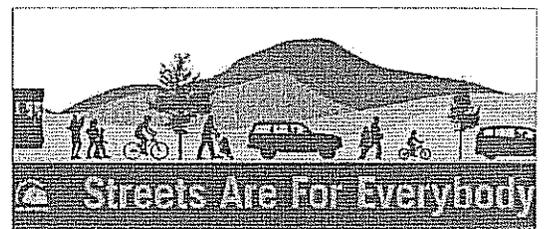
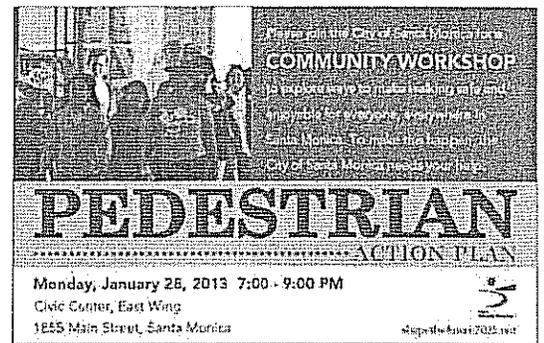
We will provide brief (up to 140 character) updates weekly for City staff to post to social media on the project progress.

We will create a project website, such as walkbiketurlock.org, to provide information, engage the public, and drive public contributions to the project identification and prioritization process. The website will have at a minimum:

- Project summary: purpose and need
- A simple timeline graphic



Community workshops and public participation will be integrated into the development process of the Turlock Bicycle and Pedestrian Master Plan.



Alta will develop marketing materials and public notices for the project’s outreach efforts, as well as provide web-ready content.

- Notice of past and future meetings
- Documents for public information approved by the City, in PDF format with impaired vision accessibility features enabled
- Consultant team contact information for media and public inquiries
- A “Share an Idea” facility for comment submission

The website will be updated frequently with a maximum interval between updates of 30 days. It will also be kept fresh by constantly rotating images of existing conditions, programs, and project graphics.

Task 3.2 Develop Outreach / Workshop Materials

A successful outreach program begins with clear, concise project materials that convey key information and invite participation. Our graphic artists will produce and print project information (e.g., event fliers, project schedules, display boards) as well as provide web-ready content for the WalkBikeTurlock.org and city websites.

The Alta/Omni Team offers extensive experience in facilitating public workshops in a diverse range of communities. CAT meetings will be held from 5:30 - 7:00 P.M. on a weekday; Community Workshops will follow the first two meetings from 7:00 to 8:30 P.M. Materials will include

invitation flyers (PDF) for posting on the website and emailing; meeting posters to direct participants to the room; sign-in sheets, agendas (for CAT meetings); comment cards (for public workshops); handouts, and three large format maps per meeting.

We will publicly notify meetings through the project website and a press release, and we recommend that the City also post notices prominently on the main city website. The City will be responsible for booking venues and providing coffee/tea and snacks (if desired) at the CAT and public meetings.

Alta’s graphic designers will develop customized project flyers (8.5” x 11”) and copy for large format bus posters. The copy for both the flyers and the posters will be submitted for City approval prior to printing or submission through Alan Seaton Consulting services (for the buses). Our team is experienced in providing marketing materials with eye-catching graphics, concise and large font text, and focused on the key messages.

Public notices (e.g. in the Turlock Journal) likewise need to be concise and targeted at driving community engagement; but for soft media such as website flyers we can make use of hyperlinks to provide more information as a

reader may desire. A project-specific template will be developed and then customized for use prior to the two public workshops, the farmer's market, and any other events that are nominated by CAT members for further outreach (by CAT members themselves). After the notice to proceed is received, a detailed project schedule will be developed to include outreach details such as deadlines for draft notices, approvals, and advertising. The target will be for notices to be made public at least 30 days prior to the two community meetings.

Task 3.3 Turlock Farmer's Market Tabling

We suggest that CAT members attend as many Farmer's Markets as possible during the season, distributing materials produced by the consultant team and conversing one-on-one with interested citizens and other stakeholders. We have budgeted to attend the first two market days (start) to help set up the process. Details such as table and/or booth space will be worked out during the kick-off meeting.

Task 3.4 Business and Community Survey

In order to supplement comments made at Community Workshop #1 and provide an alternative feedback mechanism for engaging the business community, the Alta/Omni Team will prepare an on-line survey to gather insights and opinions from downtown businesses and the Chamber of Commerce on the benefits and role of bicycling and walking



The Alta/Omni Team will prepare an on-line survey to gather insights and opinions from downtown businesses and the Chamber of Commerce on the benefits and role of bicycling and walking in promoting economic development.

in promoting economic development. By employing skip logic and pulling from our vast library of past surveys, Alta/Omni can also work efficiently to add a separate survey for the general public about their walking and bicycling habits, their aspirations and key problem areas in the city in which they feel improvements are warranted. Questions may also be posed that relate to their interest to participate in education or encouragement programming, including the bicycle rodeos. At the conclusion of the six-week survey period, responses will be cataloged and summarized for City review. Relevant comments will be combined with those from the workshop and stakeholder interviews for consideration during the latter phases of the planning process

Task 3 Deliverables:

- Hard copy and web-formatted project information materials (event flier(s), poster, outreach boards)
- Thirty (30) full-color 8.5" x 11" flyers
- Advertising copy and paid rate for 24"x36" posters in twelve (12) city buses for thirty (30) days
- Notices for the two public meetings and up to three other standalone events to be determined
- Participation/staffing at two farmer's market project information booths
- Up to four (4) adult and/or student bicycle safety rodeos
- Materials for two facilitated public workshops
- Online business/community survey (draft/final)

TASK 4 Preliminary Recommendations

Task 4.1 Recommended Vision/Policy Framework

Building off of the General Plan Circulation Element, and the input received in Community Meeting #1, we will develop the City's guiding policy framework for encouraging, designing, and investing in active travel. A Vision Statement will outline what the City of Turlock wants to be. It will help concentrate on the future and provides a source of inspiration. The Project Goals help guide the city towards fulfilling the Vision Statement. The goals will be developed using City's General Plan goals as a starting point. They will be supplemented by bicycle and pedestrian goals from a 'best practices' review of pedestrian and bicycle plans developed from comparable cities and towns nationally, and with incorporation of more recent City efforts. We will include more specific statements under each goal (i.e. Objectives) that define how policies will be achieved. The benchmarking and performance measures will provide

measurable progress towards meeting the goals and objectives established in this task.

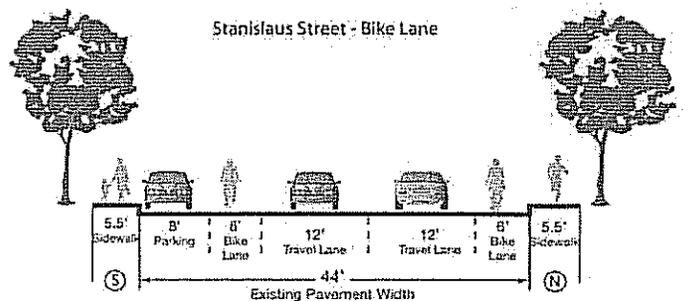
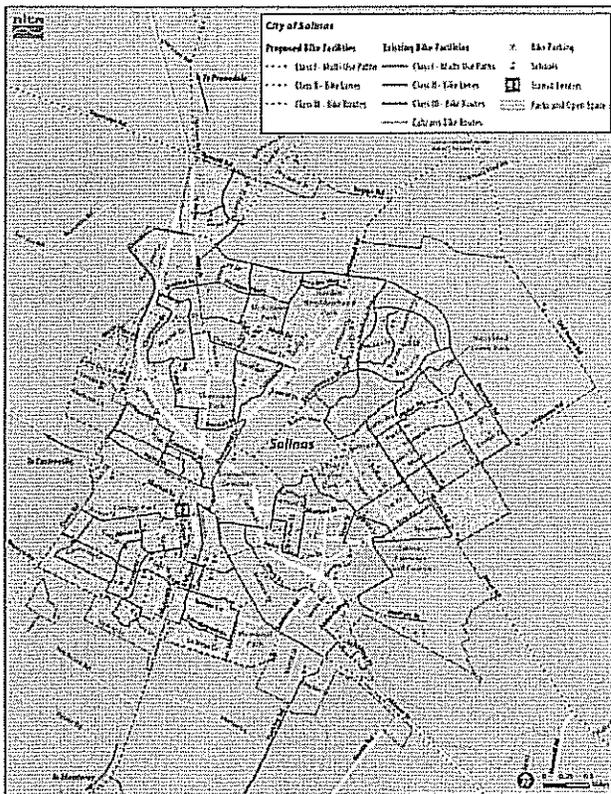
Another method for measuring the success of the recommended policies, projects and programs is to utilize the Bicycle Friendly Community or Walk Friendly Community applications as a running scorecard for progress. Turlock could aspire to reach certain levels of bicycle or walk friendly status within the Vision Statement and Goals, and set them as benchmarks for progress over the medium and long term.

Task 4.2 Recommended Bicycle Network, Facilities & Project List

Incorporating findings from the analysis presented in Technical Memorandum #2 and public/stakeholder input, the Alta/Omni Team will map the recommended bikeway network and facility improvements list, as well as the locations most in need of improvements for bicyclists.

Task 4.3 Design Guidelines

Through our national work with the National Association of City Transportation Officials (NACTO), we are designing innovative solutions to better provide for bicyclists of all ages and abilities. Most of these are now contained within or not precluded by the California MUTCD or HDM and we have implemented them throughout California. Design solutions have advanced significantly since Alta authored the guidelines in the Stanislaus Non-Motorized Transportation Plan (2008), so we will provide the City of Turlock with a customized Design Guidelines Manual appropriate to your network conditions and meeting the approval of your Public Works engineering staff. Each treatment will list the relationship to national, state and local standards and guidelines as well as provide links for further information and typical cost ranges.



The team will update and map the recommended bikeway network and facility improvements list, as well as the locations most in need of improvements. Alta prepared the above recommended bicycle facilities map for the City of Salinas as part of the Monterey Regional Bicycle and Pedestrian Plan. The team will also prepare a Design Guidelines Manual.

Task 4.4 Recommended Priority Pedestrian Network & Design Typologies

We will identify a priority pedestrian network, catalogue typical street sections/demand patterns/land use adjacencies, and recommend specified design treatments/standards for each general condition/corridor. The resulting typologies will help the City prioritize among potential pedestrian investments (such as curb ramps, sidewalk gap closures, traffic calming, and trails) for each appropriate context.

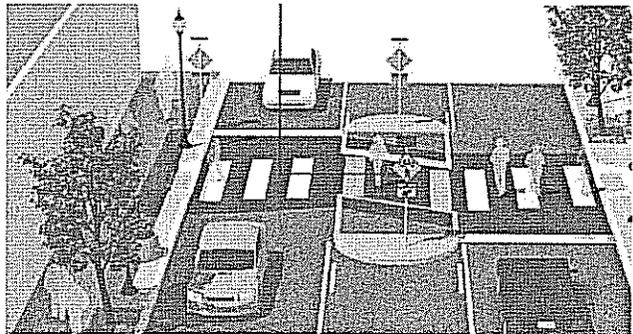
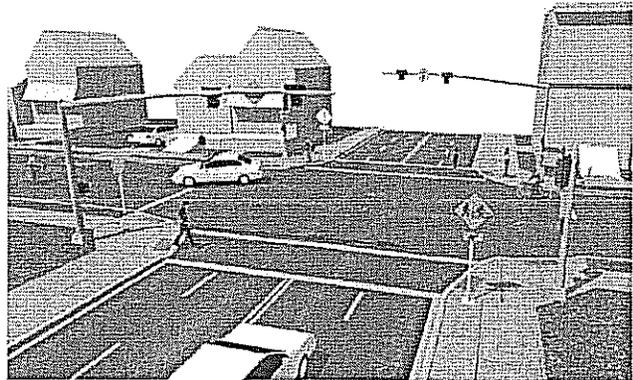
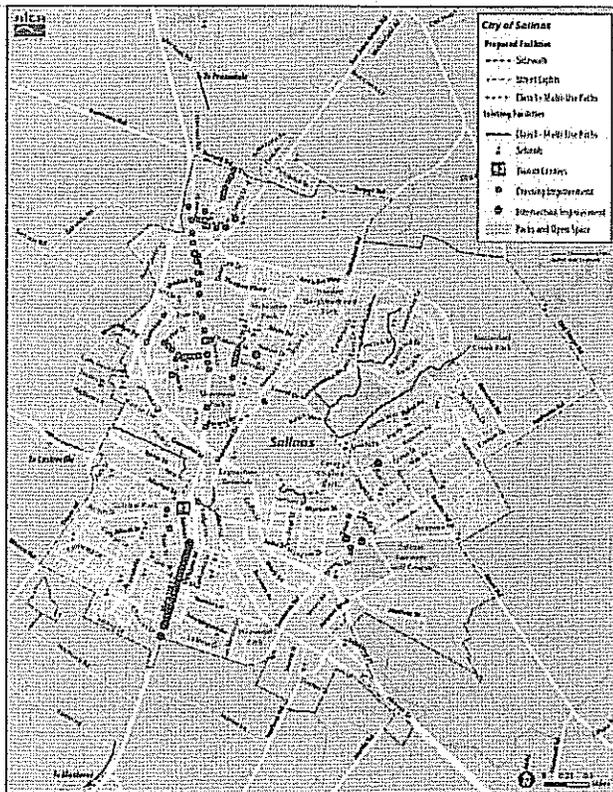
Task 4.5 Recommended Programs & Walk/Bike-Friendly Guidebook

Alta/Omni staff for this project includes specialists in bicycle and pedestrian-oriented non-infrastructure programs, including Safe Routes to School, Transportation Demand Management (TDM) services, and Bike- and Walk-Friendly Business Districts. Alta's April Economides has helped create national attention on the economic

benefits of walking and biking, and will provide unparalleled expertise in communicating encouragement strategies for developing a walkable and bikeable downtown Turlock. Working together with the Alta/Omni Project Manager, and informed by business survey input from Task 3, April will lead development of a compendium of policies, incentives, and ideas designed to promote bicycling and walking in and among downtown Turlock commercial areas. This compendium will be expanded with existing and recommended education, encouragement and enforcement activities to form a "Walk- and Bike-Friendly Turlock Guidebook" as a stand-alone product as well as for inclusion in the final plan.

Task 4.6 CAT Meeting 2: Confirm Recommendations

At this meeting, the recommendations and design guidelines will be discussed in some detail. Draft maps will be the key focus of the meeting, and we anticipate a round of mapping revisions to follow.



The team will identify a priority pedestrian network, catalogue typical street sections/demand patterns/land use adjacencies, and recommend specified design treatments/standards for each general condition/corridor. Alta prepared the above recommended pedestrian facilities map for the City of Salinas as part of the Monterey Regional Bicycle and Pedestrian Plan.



Alta developed this photosimulation for the City of Charlotte to show bicycle boulevard and pedestrian-friendly treatments on a typical suburban street.

Task 4.7 Community Workshop #2: Present Recommendations

Following the CAT meeting, we will facilitate a workshop to help encourage and focus community input on key corridors, intersections, and policies and programs. In addition to the standard materials described in Task 3, we will also display at least two design toolkit boards to illustrate the types of facilities that may be used. Post it notes will be provided for participants to add comments directly to the maps, and color coded stickers will be used to identify priorities.

Task 4.8 Technical Memorandum #2 Recommendations

This memo will include the CAT and community feedback on the recommended vision, policies, projects and programs.

Task 4 Deliverables:

- Organize and facilitate CAT Meeting #2
- Organize and facilitate Public Workshop #2
- Technical Memorandum #2, Recommendations to feature:
 - Overall, city-wide bicycle-facility network plan and project list
 - Overall, city-wide pedestrian-facility network plan and design typologies/guidelines
 - Shared use paths, on-street bike facilities and intersection improvements

- Sidewalks, crosswalks, traffic signals and ADA improvements
- Walk- and Bike-Friendly Turlock Guidebook, with a focus on the downtown district

TASK 5 Implementation Plan

Task 5.1 Project and Program Prioritization

We will develop evaluation criteria for all potential projects developed during the master planning process. The criteria will build out of the Vision and Goals for the plan as well as our experience developing bicycle and pedestrian master plans for other communities. The evaluation criteria will roughly describe impacts and benefits and are likely to include:

- Need and demand for facility
- Improves bicyclist and pedestrian safety by decreasing conflicts with motor vehicles
- Ability to connect to existing bikeways, sidewalks or crosswalks
- Linkages to key destinations (parks, schools, business districts, bus stops, etc)
- Requirements of meeting ADA
- Community support
- Implementation costs and engineering challenges

Criteria above will be used specifically to evaluate the recommendations and may be weighted in order to emphasize the importance of some criteria over others.

We will evaluate all recommendations in order to prioritize policies, programs and projects for implementation. The results of the evaluation will also feed into a Phasing Plan, which incorporates elements more difficult to incorporate into an evaluation matrix. That includes, (a) funding availability and requirements, (b) other programmed transportation improvements, (c) eliminating an immediate safety hazard, and (d) ensuring that the system grows rationally rather than as a series of disconnected pieces over time. The Phasing Plan will recommend a ranking (low, medium, high) to accomplish a multi-phased approach over the next few decades.

Task 5.2 Cost Estimates

We will prepare planning-level cost estimates for recommended priority projects. Planning level costs for projects will be separated between land costs (if any), site preparation costs, design/engineering costs, construction costs and

environmental mitigation costs (if any). We will use the latest unit costs provided by the City's Development Services Department in tandem with figures from comparable communities in California. Cost estimates for programs will be included as well, but typically are a greater range as there are more unknowns related to the implementation of a particular program that promotes bicycling and walking.

Task 5.3 CAT Meeting #3 Implementation Plan

The purpose of this meeting is to confirm the criteria weights, and scoring of the projects. The process used will be simple yet robust and the aim is to develop a consensus amongst agency and key stakeholders on the method to be used in deriving the top ten projects and other priorities, before substantial effort is invested in developing concept designs (Task 5.5).

Task 5.4 Funding

Our team has helped clients win over \$120 million in grant funding for pedestrian and bicycle facilities since 2000. Our staff has excellent contacts at Caltrans, FHWA, State

Parks & Recreation, Rails-to-Trails Conservancy, ITE, and APA, allowing us to monitor applications and gain an understanding of criteria. Our team is familiar with virtually all sources of bikeway and pedestrian funding, including the federal MAP-21 (which includes Highway Safety Improvement Fund) and state ATP legislation. We will identify potential matching and major funding sources and their requirements.

Task 5.5 Priority Project Design Sheets

Based on the results of the prioritization effort, we will develop Project Description sheets for up to ten (10) of the highest-ranking priority infrastructure projects. In a highly-graphic manner, Project Design Sheets will describe key characteristics of each proposed route, route segment or intersection, including:

- Geographic location
- Proposed facility type(s)
- Dominant land use
- Key safety issues
- Project cost opinions
- Jurisdictional responsibility
- Required actions

Each sheet will include a narrative description, plan view, section and 3-D or photo-simulation view of the recommended project. In this way, the project description sheets can serve as an excellent tool for future implementation funding applications.

Task 5.6 Technical Memorandum #3 Implementation Plan

Cost estimate tables, funding sources, and project design sheets will be collated into Technical Memorandum #3 Implementation Plan. City staff review of this document will confirm the unit rates, assumptions, funding sources that would likely be pursued, and the proposed designs for the ten top priority projects.

Task 5 Deliverables:

- Technical Memorandum #3: Implementation Plan to feature:
 - Prioritization matrix showing results of policy, project and program recommendations
 - Recommended project Phasing Plan
 - Project Sheets for up to ten (10) priority projects
 - Planning-level cost estimates and funding strategy

San Joaquin County: Escalon-Bellota Road Class III Bike Route

Project Description
The Escalon-Bellota Road Class III Bike Route is a proposed 1.6 mile bikeway within a half mile of Escalon High School.
This bikeway is a priority project in the San Joaquin Council of Governments Bicycle, Pedestrian and Safe Routes to School Plan.
Connecting bikeways include:
- Escalon-Bellota Road in Escalon (existing)
- Mariposa Road bike route (proposed)

Potential Section View

Design Guidance
Bike routes provide connections for bicyclists where other on-street facilities may not be feasible or desirable. The Caltrans Highway Design manual recommends:
- 14' shared travel lane, or
- White paved shoulder

Cost Estimate
Total Cost: \$135,000.
Includes construction of widened shoulders.

Priority Project Design Sheets

Priority Project Design Sheets will describe key characteristics of each proposed route, route segment or intersection.

TASK 6 Finalize & Adopt Master Plan

Task 6.1 Legislative and Planning Document Conformance

Legislative/funding compliance: the new Active Transportation Program (ATP) will likely have some version of the superseded BTA requirements. All of Alta's bicycle plans in California have been approved by Caltrans, and we are experts at ensuring that each local agency qualifies for state and other funding. Alta staff will work with each local agency on the completion of ATP requirements. If the requirement remains after the current round of legislation is adopted, Alta will assist the City in the completion of an environmental checklist for a Categorical Exemption or Mitigated Negative Declaration per CEQA.

We will also provide a table that identifies any variations in the recommended projects, policies, standards and guidelines from existing governing documents as developed in Task 2.2.

Task 6.2 Draft and Final Active Transportation Plan

The Active Transportation Plan will summarize the plan development process and outline the comprehensive and strategic nature of the planning effort. It will amalgamate the three Technical Memoranda and include additional narrative that explains the need for improved bicycling and walking facilities, policies and programs in Turlock. The compendium of recommendations and priority projects are intended to provide the road map for achieving varying levels of a Bicycle Friendly and Walk Friendly Community. The document will steer investment decisions and offer a

guide for federal, state and local funding opportunities. Evaluation recommendations will offer a mechanism for tracking improvements and their impact on people's travel decision. In aggregate, it will bring to Turlock all of the elements necessary to improve the health, environment, economy, and quality of life of the community through increased investments in active transportation.

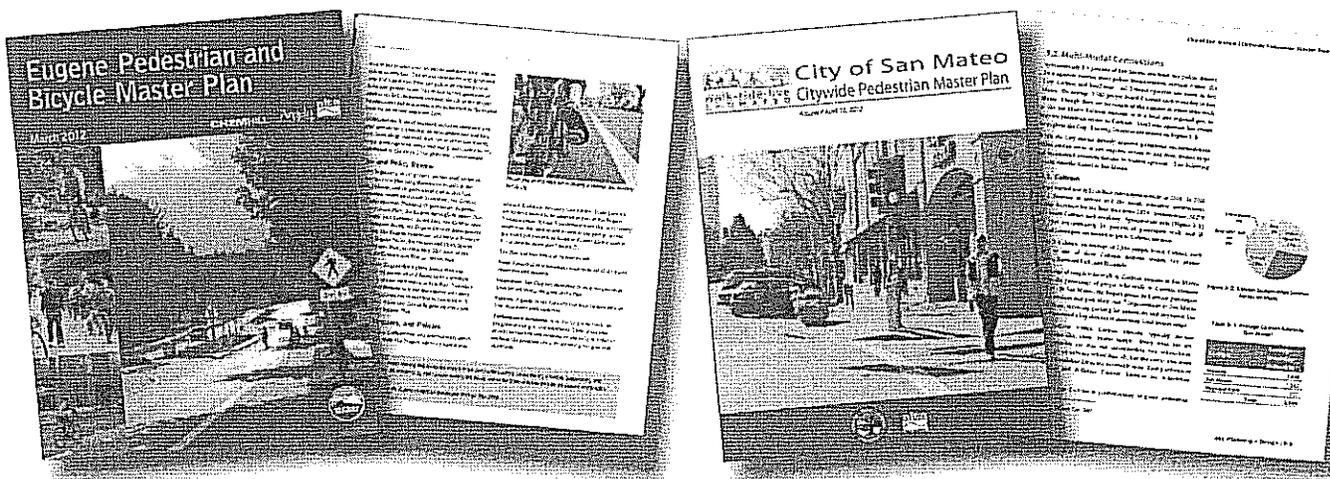
The Plan document development process will include three steps and versions of the Plan:

1. Administrative Draft Plan - for City staff review
2. Draft Plan for Public Comment - for CAT and general public review (Workshop #2)
3. Final Plan - for adoption and publication

The incorporation of City staff and optional Council committee feedback will be based on a single set of consolidated and internally consistent comments approved by the City Project Manager.

Task 6 Deliverables:

- Five (5) bound, color hardcopy and one electronic version of the Active Transportation Plan document, along with .PDFs of the interim drafts, the three Technical Memoranda, the Walk/Bike Guidebook, and the Design Guidelines Manual.
- Relevant maps and map data in GIS format; plan and design images in jpeg or PDF format
- All spreadsheets, graphs and charts as Excel files; all other relevant material developed for the project, per the request of the City of Turlock



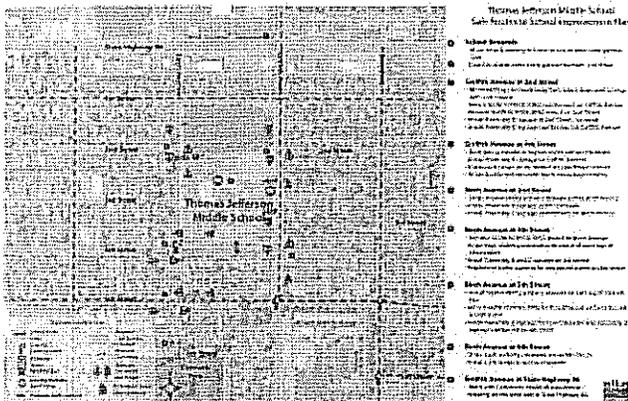
Alta has dynamic graphic presentation capabilities, and we have recently prepared many graphically compelling documents. Examples shown include the San Mateo Citywide Pedestrian Master Plan and Eugene, OR Pedestrian and Bicycle Master Plan.

TASK 7 Safe Routes to School Planning and Skills Training (Optional)

Task 7.1 Audits and Mapping

For each of the city's nine elementary schools, one middle school, one junior high school, and two high schools (13 in all) we will prepare one Suggested Walking and Bicycling Routes to School Map.

We will gather community input on suggested walking and bicycling to school routes through audit working sessions and through the project website. The audits attended by up to two consultant team staff will begin with a short training session to review the process. We will then send volunteers to their pre-assigned audit locations/corridors. During the audit, volunteers will observe, collect and evaluate the



As an optional task, Alta can prepare school-area travel recommendations and bicycle rodeos for adults and youth.

existing behavioral and physical conditions. After each audit, we will host a one-hour working session with audit volunteers. We will provide large format base maps for a breakout session where volunteers to can discuss observed challenges and brainstorm solutions. During the working session, we will also gather input on suggested routes for walking and biking to school. Within two weeks of each audit, we will provide a summary memorandum describing audit outcomes and listing improvement recommendations.

The suggested routes will be based on community input and professional judgment. Map elements will include the preferred walking and bicycling routes to school. They will also include the school location, key traffic controls, bicycle facilities, key pedestrian facilities, crossing guard locations, school and bicycle and pedestrian access points. We will provide maps in both Spanish and English in a PDF format at 8.5"x11" size. We will present the Draft Suggested Walking and Bicycling Routes to School Maps at the second community meeting.

Task 7.2 Bicycle Rodeos

Moving beyond the conceptual recommendations stage is an important element of our approach to advancing a "bike culture" in Turlock.

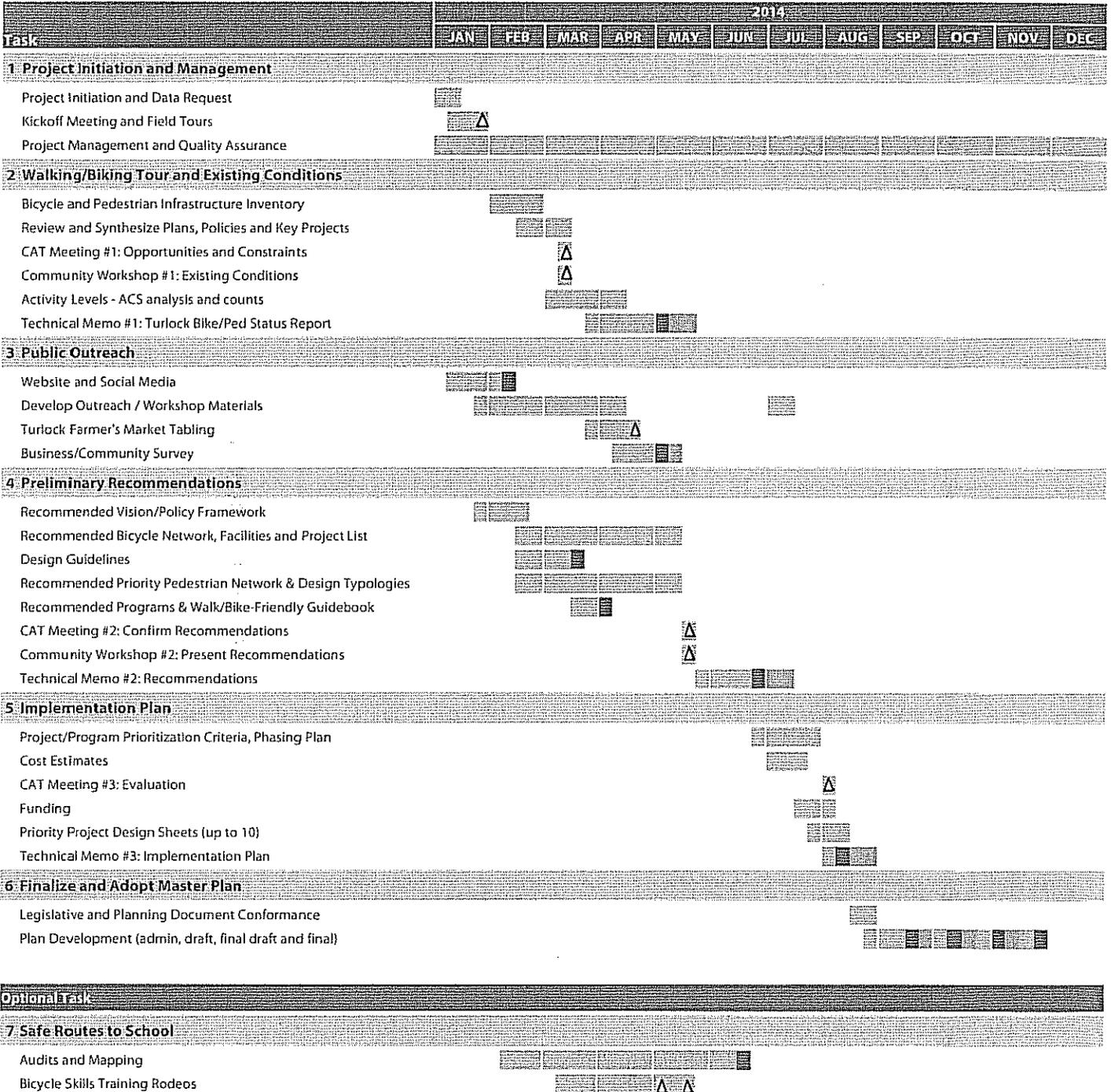
An Alta League of American Bicyclist (LAB) certified instructor will conduct up to four (4) adult and youth-oriented bicycle safety skills classes, free-of-charge to the public. These hands-on events will provide much needed education opportunities for "out of practice" adult bicyclists and elementary school youth interested in biking to school or for recreation/errands. At least two of the skills training classes will be scheduled to coincide and support citywide public outreach efforts, to promote visibility via media and community interest. As part of this effort, supply and logistics needs will be documented along with a "lessons learned" write-up to help inform the final master plan programs recommendations.

Task 7 Deliverables:

- Organization and facilitation of 13 Safe Routes to School audits to gather information for the maps; summary memorandum for each school describing recommended improvements
- Electronic .PDF diagrams for 13 schools showing recommended routes
- Organization and attendance at four (4) bicycle skills rodeos and summary memorandum

Proposed Work Schedule

The schedule has been carefully organized to sequence key tasks, meetings, and deliverables, providing an efficient process and early and thorough review of all products as they are developed.



LEGEND
 Task Progress █
 Meeting / Workshop ▲
 Deliverable █
 Client review █

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Conflict of Interest Statement, Exceptions, and Individual Authorized to Neogiate



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Conflict of Interest

Alta Planning + Design and Omni-Means do not have any actual, apparent, potential, direct or indirect conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided for this project.

Exceptions

Alta Planning + Design and Omni-Means do not take any exceptions to the City of Turlock's professional services agreement.

Individual Authorized to Negotiate the Contract

Brett Hondorp is a legally authorized representative of Alta Planning + Design and able to contractually bind the company. He shall be in responsible charge of the services for the duration of the contract.

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Appendix: Resumes





Brett Hondorp, AICP *Principal in Charge*



Brett Hondorp has over 15 years of experience preparing bicycle and pedestrian master plans, Safe Routes to School programs, and multi-modal transportation projects. He has managed master plans for large and small jurisdictions throughout California, in both urban and rural settings. Brett is an avid bicycle commuter and League of American Bicyclists certified LCI bicycle safety instructor. Brett is recognized by the Pedestrian and Bicycle Information Center as a National Safe Routes to School instructor, and serves on the Board of the Association of Pedestrian and Bicycle Professionals.

Education

- Masters in Urban and Regional Planning, San Jose State University, 2000
- BA, Biology, University of California at Santa Cruz, 1995

Certifications

- American Institute of Certified Planners
- League of American Bicyclists, League Cycling Instructor #845
- National Safe Routes to School Training Instructor

Relevant Experience

San Joaquin Council of Governments Regional Bicycle, Pedestrian and Safe Routes to School Plan

Brett was the Principal in Charge of the San Joaquin Council of Governments' Regional Bicycle, Pedestrian and Safe Routes to School Plan. The Plan serves as a guide to planning, developing, and managing a regional bicycle and pedestrian network and Safe Routes to School program funding. The Plan identifies priorities to create a consistent network of pedestrian and bicycling infrastructure across jurisdictional boundaries.

Kern County Bicycle Master Plan and Complete Streets

Brett was Principal in Charge of a countywide bicycle master plan and a series of complete streets recommendations for the Kern Council of Governments. This project included a significant public outreach component, including public workshops, bicycle counts, a project website, and an online survey to collect feedback and priorities from Kern County residents. The plan recommendations included a significant number of bikeway facility miles, including numerous miles of Class III shoulder facilities on state highways.

Orinda Bicycle, Trails, and Walkways Master Plan

Brett was Principal of Alta's effort to develop a Bicycle, Trail, and Walkway Master Plan for the City of Orinda. Alta worked closely with city staff, volunteers, and a community-based technical advisory group to develop

and prioritize recommended projects. Brett led development of design alternatives for walkways that could be accommodated on the City's narrow, winding residential streets while reflecting the semi-rural character of the neighborhood. Alta also evaluated the feasibility of a Class I bicycle path adjacent to Highway 24 and provided three alternatives.

Broadway Village Corridor Plan, Placerville

Brett was Principal of Alta's services on the Broadway Village Corridor Plan. Alta developed detailed pedestrian, bicycle and transit design recommendations focused on continuous sidewalk, continuous bicycle lanes and transit bus pullouts. Alta also prepared general design guidelines including bicycle parking locations, pedestrian access through commercial parking lots, and wayfinding.

Fremont Pedestrian Master Plan

Brett managed Fremont's Pedestrian Master Plan and Americans with Disability Act (ADA) Transition Plan. This Plan was developed with extensive input from the community and meets Fremont residents' needs and desires for pleasant, enjoyable and safe places to walk. Alta performed a comprehensive inventory of existing curb ramps and intersection compliance with ADA Accessibility. Alta established an implementation plan for these facilities to meet current guidelines. Alta developed priority pedestrian improvements, including



John Lieswyn, PTP, MET

Project Manager



John has broad experience in transportation policy, planning and engineering. From designing for mobility-impaired pedestrians to bikeways and transit facilities, he takes a “complete streets” view in recognition of the economic, health and livability benefits of good street design. His master’s research was on transport modeling and probabilistic risk analysis techniques for economic evaluation, and he is a specialist in data collection and all types of traffic studies. These technical skills are matched by a focus on meeting clients’ objectives while building stakeholder consensus. After representing the USA and corporate sponsors in professional road bicycle races worldwide from 1992 to 2005.

Education

- Master of Engineering in Transportation (MET), University of Canterbury, New Zealand
- Public Transport Planning I & II, University of Auckland and Monash University
- Bachelors of Science in Business Administration-Marketing (BSc), University of Florida

Relevant Experience

Bakersfield Bicycle Transportation Plan

John is Assistant Project Manager for this planning effort to improve conditions for bicycling while managing the demands of all road users in one of California’s fastest growing cities. The Plan includes recommendations for integrating Complete Streets concepts in both urban and suburban settings. John is providing recommendations for ranking and phasing of the bikeway network, as well as bicycle demand analysis.

Novato Bicycle Plan Implementation and Public Outreach

John was Project Manager for facilitating an implementation action plan for priority projects identified in Novato’s Bikeways Plan, which was prepared by Alta in 2007. Alta’s tasks included developing alternative designs for bicycle facilities along four corridors, conducting public and stakeholder outreach, and producing an implementation memo. John worked with neighborhood groups in identified areas to develop and discuss options for resolving concerns about potential project impacts.

Affiliations/Memberships

- Member, Institute of Transportation Engineers

Certifications

- Professional Transport Planner (PTP) certificate no. 371, Institute of Transportation Engineers

Orange County Transportation Authority Districts 1 and 2 Bikeways Collaborative

John is Project Manager for the Orange County Transportation Authority’s strategic effort covering 13 cities in Districts 1 and 2. In Phase 1, the team will produce a Strategy that identifies and prioritizes 50 miles of regional corridors. The multi-criteria analysis includes GIS measures, safety analysis, public input, demand estimation and benefit-cost analysis. In Phase 2, feasibility studies will be conducted for the top-ranked corridors.

Columbus Downtown Action Plan - Bicycle and Pedestrian Element, (OH)

John is analyzing opportunities to apply innovative pedestrian and bicycle solutions in the downtown core of Ohio’s largest city, including the new NACTO Urban Bikeway Design Guidelines. The goal is to improve bicycle and pedestrian access in the city center within a multi-modal context. The work will inform the Downtown Action Plan by providing the Public Services Department with a prioritized list of corridor-level recommendations.



Sarah Fine Planner



Sarah's background in transportation and land use planning is marked by an interest in the developing policies for safe bicycle and pedestrian facilities. She also has experience evaluating station area plans and addressing issues related to safe access to transit. Sarah has worked with San Francisco International Airport's Landside Operations division, where she assisted in designating station sites for FlyCycle, SFO's bike share system. Additionally, Sarah is a resource for social media engagement, including the use of emerging technologies in data collection and community feedback.

Education

- Masters in City and Regional Planning, University of California at Berkeley
- Masters in American Studies, Brown University
- B.A. in English, American Studies, University of Arkansas

Professional Organizations

- American Planning Association
- Association of Pedestrian and Bicycle Planners
- San Francisco Planning + Urban Research Association
- Young Professionals in Transportation

Relevant Experience

Bakersfield Bicycle Master Plan

Sarah's work on the Bakersfield Bicycle Master Plan included assisting with the identification of the proposed bicycle facility network, producing GIS-based project prioritization metrics and visualizations of the proposed routes.

Wasco Bicycle Master Plan and Safe Routes to School Study

Sarah worked as a project planner for the Bicycle Master Plan and Safe Routes to School Study for Wasco, CA, a small agricultural town of 25,000 residents in the San Joaquin Valley. Sarah assisted with community outreach events, development of the bicycle network, and GIS-based project tasks including mapping and analysis.

Hollister Safe Routes to School

Sarah developed improvement plans addressing walking and biking to schools in Hollister, CA, a small agricultural town of 35,000 residents with a large Spanish-speaking population. As part of the outreach process in this plan, Sarah conducted interviews with key stakeholders in the school community, including school principals, public works officials, and the Hollister chief of police.

Los Altos Pedestrian Master Plan

Sarah is the lead project planner for the City of Los Altos' first Pedestrian Master Plan, which is being developed in close coordination with the city's Climate Action Plan. Planning tasks involve working closely with the Bicycle and Pedestrian Advisory Commission, the Parks and Recreation Commission, the Senior Commission, as well as the City Council. To identify areas for pedestrian improvements in Los Altos, Sarah used Alta's Pedestrian Suitability Index (PSI), a spatial analysis tool used to identify areas where demand for pedestrian facilities is high but supply of sidewalks and crossing facilities is low.

Atherton Pedestrian and Bicycle Master Plan

Alta is leading the first Pedestrian and Bicycle Master Plan for the Town of Atherton. Sarah is assisting in the plan development by assessing existing conditions and conducting a needs analysis of the current bicycle and pedestrian facilities. This plan will serve to improve safety and enhance connectivity while also maintaining the scenic, rural character of the community. Outreach for the project includes a resident survey and bicycle/walking tour to complement the Stakeholder Advisory Group.



April Economides, MBA *Business Services Associate*



April Economides specializes in business engagement throughout North America. She gives presentations, workshops, and consults on the economic benefits of walk- and bike-friendly business districts and helps get more customers, employees, and business owners on bikes. She engages business stakeholders in difficult conversations about planning and design projects, such as separated bike lanes, pedestrian plazas, and parklets.

Education

- MBA in Sustainable Management, Presidio Graduate School, 2009
- B.S. in American History, UC Santa Cruz, 1997

Professional Highlights

- Founder, Green Octopus Consulting, 2003–13
- Board Member, Los Angeles County Bicycle Coalition, 2013–Present
- Member, Claremont Sustainable City Task Force, 2007–08

Relevant Experience

April has given more than 50 presentations and workshops since 2011. Here are just a few:

Palm Springs, CA Bicycle-Friendly Business District Education & Outreach, 2012–Present

April is conducting a series of workshops for city staff, bicycle advocates, and business and tourism groups and will help create three bicycle-friendly business districts in the city.

Region of Ontario Bicycle-Friendly Business District Presentations, Workshops & Plans, 2012–13

April was hired for a multitude of speaking engagements and workshops in the region of Ontario, Canada, to create a Bicycle-Friendly Business District Plan for Niagara, Canada, and to help get Oakville's program up and running.

San Diego, CA Bicycle-Friendly Business District Plan, 2012

April was hired by the San Diego County Bicycle Coalition to give a presentation to the San Diego Business Improvement District Council, which voted on the spot to hire her to create a comprehensive Bicycle-Friendly Business District Guidebook for the city's 18 business districts. Implementation of the plan began in August 2012.

Long Beach, CA Bicycle-Friendly Business District Program, 2010–12

April was hired by the City of Long Beach to create the nation's first bicycle-friendly business district program in partnership with four of the city's diverse business districts. The pilot program integrated bicycling into district events, marketing and operations and attracted significant peer and media attention, inspiring other efforts around the continent.

Figueroa Corridor Partnership, 2003-08

April directed marketing and communications for this Los Angeles BID, creating the marketing and media strategy, landing a ULI event, producing the quarterly newsletter, redesigning and managing the website, and presenting annually to the board of directors. She landed media stories on the district's efforts toward becoming a mixed-use, multi-modal neighborhood, and secured significant coverage on transit-oriented developments, pedestrian-friendly urban design and green roofs.

Urban Place Consulting Group, 2003-08

April produced quarterly newsletters for a diversity of clients, researched and wrote *From Open Spaces to Vital Places* (a paper about successful park management), and wrote company business proposals and marketing pieces.



Cat Cheng

Graphic Designer



Cat Cheng is a graphic designer with over ten years of experience in print and brand identity. Before joining Alta, she developed several bicycle and pedestrian advocacy-related campaigns and projects including branding and print for Safe Routes to School programs, map design and production for the Cities of Portland and Vancouver, print and signage for SMART (Wilsonville, Oregon's public transportation system), and print and web design for organizations such as the Community Cycling Center, Bicycle Transportation Alliance, and Oregon Walks.

Education

- BA, Washington University, St. Louis, MO, 2003

Relevant Experience

Chicago Individualized Marketing Program, IL

Alta is managing a four-year residential Transportation Demand Management program in Chicago. The project aims to reduce the number of single-occupancy car trips in five neighborhoods by increasing the number of trips by walking, bicycling, public transit, and shared rides. All households in the target neighborhoods will be invited to participate, with personalized information, support, and incentives provided to those households receptive to changing their travel behaviors. Cat is responsible for branding of this program, website design, and design of collateral materials including maps, postcards, newsletters, calendars, and incentives. She is also handling print management for this project.

Pasadena Safety Education Program, CA

Alta is developing a pedestrian safety campaign for the City of Pasadena, focusing on the safety of school-age pedestrians and targeting unsafe parent driving behavior. The campaign includes an overall brand, a memorable slogan, and several targeted safety messages. During Walk to School Month, Alta will work with the City to launch the campaign with outdoor media, school communications, and collateral materials. Cat is responsible for branding of this program and layout and design of collateral ad campaign materials.

Professional Highlights

- Alta Planning + Design, 2013–
- Independent Contractor, 2007 – 2012
- Grapheon Design, 2007 – 2012
- Just Out Newsmagazine, 2005 – 2007
- Arts In Transit/Metro, 2003–2005

Lee County MPO TIGER V Grant Application, FL

Working with the Lee County metropolitan planning organization, Alta submitted a grant application for the Lee County Complete Streets Initiative aimed at closing the gaps in a network of priority on- and off-street walking, bicycling, and transit connections. For this grant application, Cat was responsible for design and conceptual development to completion of the grant layout, and maps and infographics.

SMART Graphic Design, Wilsonville, OR*

Cat was part of the team that developed branding and system maps, signage, banners, bus wraps, print collateral (such as route map booklets, flyers and bus passes). Design and production for SMART, Wilsonville Oregon's public transportation system

Way to Go! - Marin County, CA*

Cat worked with Alta on the graphic material for the Way to Go! Marin program while at a different employer. She assisted in the design of promotional materials for the program that reached over 14,000 residents and employees in three cities.

*Completed while with another agency



Paris Latham
GIS Analyst/Planner



Paris is a geography enthusiast and believes maps should go beyond graphic representation of spatial data, and that maps should tell stories that connect people to their surroundings while fostering an enhanced understanding of planning goals. She has worked for organizations involved in both land-use and water planning, and is a strong advocate for efficient use of shared spaces. She recently finished coursework for her M.S. in Geography at the University of Utah where her focus was in GIS, advanced spatial statistics, and time-series modeling of regional traffic patterns. Paris is skilled in GIS, spatial modeling and analysis, interdisciplinary research methods, and technical writing. Paris is an avid bike commuter and skier, enjoying the opportunities to connect within her community while being active in the outdoors.

Education

- MS, Geography (diploma expected December 2013), University of Utah
- BA, Environmental Studies, Brown University, 2007

Professional Organizations

- Member, Association of American Geographers

Relevant Experience

Calaveras County Bicycle, Pedestrian and Safe Routes to School Plan

Alta is updating the Calaveras County Bicycle Master Plan, Pedestrian Plan and including a new Safe Routes to School component. Paris is the GIS Analyst for the project, leading data collection and management, route gap analysis, and graphically compelling network maps. The Plan will include updates to existing conditions, needs analysis, system improvements, design and maintenance guidelines, and implementation strategies. The Safe Routes to School component will include a Toolkit for county schools that will identify programs that follow the four E's: Education, Encouragement, Enforcement, and Evaluation.

Southern Utah Wilderness Alliance Land Use Planning, UT*

In 2008, the Bureau of Land Management released six Resource Management Plans that opened 11 million acres of sensitive land areas to invasive, poorly-regulated oil and gas drilling and off-road vehicle access. Many of these areas are within close proximity to National Parks, threatening delicate land areas and prized tourist

Publications/Presentations

- Credited for Map: "Running Out of Room." Smith, Roff. "Cheetahs on the Edge." National Geographic Magazine, November (2012): 119.
- Credited for Map: Published on 3 July 2012. "New Natural Gas Wealth Means Historic Change for Israel." National Geographic Daily News, 3 July 2012, < <http://news.nationalgeographic.com/news/energy/2012/07/120703-israel-new-natural-gas/>

destinations in Utah. Paris has participated in generating revised land-use maps used to contend intrusive activities allowed under these RMPs.

America's Red Rock Wilderness Act, UT*

This landmark legislation is intended to protect iconic landscapes via wilderness designation of particularly unique and sensitive areas. Paris has worked with the Bureau of Land Management and the Utah Wilderness Coalition to develop maps supporting legislative measures that have successfully defeated or significantly improved faulty land-use proposals in several Utah counties.

Revised Statute 2477, Southern Utah Wilderness Alliance, UT*

Paris was the GIS and mapping support for the Southern Utah Wilderness Alliance legal team working to mitigate the negative effects of land development. Paris produced maps used for public comment, legal proceedings, and organizational communications, intended to prevent up to 36,000 miles of road construction in wilderness areas.

**Completed while with another agency*



Martin Inouye
Assistant Project Manager



Martin will be the Overall Project Manager and Principal-in-Charge from OMNI-MEANS. As such, Mr. Inouye will serve as the primary point of contact and will be present at all community meetings or open houses and attend meetings with agencies as needed. As one of the owners of the company, Martin serves as a Principal-in-Charge and/or Project Manager for transportation planning projects including Bike/Pedestrian projects. He has over 30 years experience in Transportation Planning and Engineering, and provides a hands on approach, in that he personally rides project areas in an effort to get a complete understanding of the needs of what the end user will face. Most recently, he participated in

the City of Galt Bike Transportation Plan Update 2011 and he was the Principal-in-Charge of the Sutter County Bicycle Master Plan Update 2011.

Education

- BS, Environmental Planning and Management
University of California, Davis
- Master of Urban and Regional Planning Transportation
Emphasis - California State University, San Jose

Professional Skills

- Bicycle and Pedestrian Transportation Plans
- County and Citywide Traffic Modeling
- General Plan Update Circulation Planning and Analysis
- Site Planning and Design
- Specific Plan Circulation Planning and Analysis
- Transportation Planning
- Traffic Engineering and Operations
- Traffic Impact and Safety Studies

Project Experience

Martin served as both Principal-in-Charge and Project Manager for the following projects:

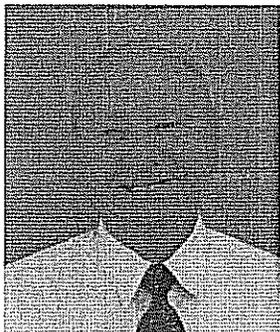
- Turlock Citywide Traffic Model and Circulation Element Update, CA
- Town of Loomis Bicycle Transportation Plan Update 2010 ,CA
- City of Galt Bicycle Transportation Plan Update 2011, CA
- Town of Loomis Trails Master Plan 2010, CA
- Arroyo Grande Bicycle and Trails Master Plan Update, CA
- Grover Beach Bicycle Transportation Plan 2010, CA
- Paso Robles Bikeway Master Plan, CA
- Nevada County Bikeway Master Plan, NV
- Grover Beach West Grand Avenue Master Plan (Downtown) Improvements, CA
- Galt Citywide Traffic Model and Circulation Element Update

Martin served as Principle -in-Charge for the following projects:

- Sutter Bicycle Transportation Plan Update 2011, CA
- City of Galt East Stockton Boulevard Bike Lane Connector Project, CA
- Fair Oaks Village Way Finding Design and Circulation and Parking Study, CA

Martin Served as Project Manager for the following projects:

- San Luis Obispo County Bikeway Map , CA
- Incline Village Bikeway Master Plan , CA



Larry Wing, PE Senior Engineer



Larry PE, will serve as a Quality Control Officer. He will provide oversight and review submittals for accuracy and completeness, particularly as it relates to all improvement cost estimating. During this assignment, Larry will oversee schedule adherence, technical review, ongoing communication with our clients and overall quality control in collaboration with the Project Manager. Larry has 35 years of valuable experience providing a unique combination of public and private engineering services. He recently retired as the City Engineer for the City of Rocklin, where he was responsible for the delivery of an aggressive CIP program that included several large, multi-disciplined projects. His position at the

City of Rocklin has made him adept at working with other City departments and developers on land use issues, creating consensus and direction that result in the efficient use of time and resources.

Education

- MS, Civil Engineering, CSU, Sacramento
- BS, Civil Engineering, CSU, Sacramento

Professional Highlights

- HDR Engineering
- City of Folsom, Public Works Department
- California Public Works Department

Project Experience

2012 El Dorado Trails - Placerville, CA

Project Manager. Preparation of final design including construction documents for 2 trail segments. The first is from Ray Lawyer Drive to Main Street and will be constructed along existing railroad right-of-way. The second is downtown from Clay Street to Bedford Avenue adjacent to Hangtown Creek/US 50. Both segments will consist of a paved asphalt bike/ pedestrian path.

Whitney Ranch Phase II Development Rocklin, CA

Project Manager for plan checking services of 15 infrastructure and subdivision improvement plans. Performed a complete review and prepared comments for the improvement plans, drainage reports, street light voltage drops calculations, cost estimate and evaluated the Conditions of Approval to make certain all conditions of the environmental document and the Tentative Map are complied with.

Highway Safety Improvement Program Applications, CA

Prepared 3 HSIP funding applications for the Caltrans Cycle 5 process. Applications were for: 1) Roundabout for Lincoln Ave./California Blvd.-Napa; 2) Improvements at Skyline Blvd./E. San Joaquin St.-Avenal; 3) Improvements at Putnam Ave/D Street-Porterville.

Placerville Station II - Placerville, CA

Assumed Project Manager role. Project adds a paved parking lot to a Park-n-Bus facility and a right turn lane at Mosquito Rd/US 50 WB on/off-ramps. The project is within the US 50 Scenic Corridor so there are requirements for undergrounding the existing overhead facilities, which would exceed project funding. Worked with PG&E, AT&T, and Comcast to develop a design that would work and be within funding. Prepared/submitted a PUC Exemption Package which is waiting for review/action.

CSU Sacramento Infrastructure Improvements, CA

Larry coordinated with the City on the location/design of a new connection from the University to Folsom Blvd, drainage outfall issues with the City, and reviewed several on-site improvement concepts meant to improve transportation within the University campus.

City of Rocklin On-Call City Engineer Services - Rocklin, CA

Larry's responsibilities include the final review and signatures for final subdivision/parcel maps, coordinate requests to FEMA for flood.



Todd Tregenza
Transportation Planner



Todd will provide Transportation Planning for this project. In this capacity he will assist with collecting relevant documentation and background information, and will use various software programs to analyze the future traffic needs and recommend solutions to traffic problems. In addition he will assist in the development and production of exhibits, papers and reports in coordinating with multi-disciplinary and agency staff to create a comprehensive traffic impact study. Todd's previous employment in the Governor's Office of Planning and Research as a Legislative Assistant helped him gain knowledge of CEQA/NEPA requirements, become familiar with Redevelopment Law and Eminent Domain Law,

as well as various other California codes that pertain to planning and land development. This background gives him a unique perspective when performing traffic recommendations.

Education

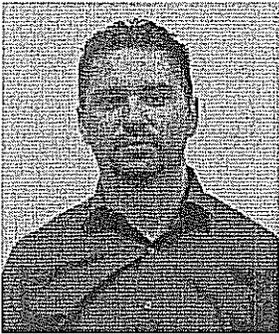
- BS, Community & Regional Development - University of California, Davis

Professional Skills

- Transportation Planning
- Traffic Modeling
- Traffic Analysis and Simulation
- Traffic Impact Studies

Project Experience

- 2009 TCIP Fee Update, Report and alternatives analysis - Galt
- CSU Fresno Master Plan Parking, Circulation and Access, Report and traffic analysis - Fresno
- CSU Stanislaus Master Parking, Circulation and Access, Report and traffic analysis - Stanislaus
- Grand Avenue Master Plan, Traffic Analysis - Grover Beach
- Grover Beach Lodge TIAR, Report and traffic analysis - Grover Beach
- Grand Avenue Center Median and Intersection Bulb-Out Study, Report and traffic analysis - Grover Beach
- Granite Creek Plaza TIAR, Report and traffic analysis - Rocklin
- Handley Property TIAR, Report and traffic analysis - Paso Robles
- Hillcrest Residential TIAR, Report and traffic analysis - Arroyo Grande
- Los Osos Travel Demand Model, Base year model update and Year 2035 projections - San Luis Obispo County
- Pismo/Buchon Neighborhood Traffic Management Plan, Traffic analysis and simulation - San Luis Obispo
- Short Street Closure Study, Report and traffic analysis - Arroyo Grande
- SR 99/SR 165 Interchange Modification PSR, Alternatives modeling -Turlock
- Twin Cities Wal-Mart TIAR, Report and traffic analysis - Galt
- Turlock General Plan Update, Base year model update, Year 2035 alternatives analysis - Turlock
- Templeton Travel Demand Model, Base year model update and Year 2035 projections - San Luis Obispo County
- U.S. 101 Corridor Study / South County Travel Demand Model, Base year model update, Year 2035 projections, alternatives analysis - San Luis Obispo County



Sergio Arellano, EIT
Engineering and Cost Estimating Support



Sergio, EIT, will provide any needed Cost Estimating services. He will assist in preparing plans using AutoCAD, preparing reports and documents, provide technical review, and any needed estimates. As a Staff Engineer, he has a full range of duties and provides civil engineering design and traffic engineering support on a large range of projects. His duties include assembling computer drawing plans and exhibits using AutoCAD software, feasibility analysis, roadway and roundabout design, utility coordination, quantity calculations and cost estimation.

Education

- BS, Civil Engineering, California State University, Fresno

Professional Skills

- Roadway Design
- Roundabout Design
- Traffic Engineering
- Traffic Impact Fees
- Feasibility Analysis
- Utility Coordination
- Quantity Calculations
- Cost Estimation

Project Experience

Town of Loomis Bicycle Transportation Master Plan Update - Loomis.

Staff Engineer. Provided design conception exhibits with bike sign placements, bike lane types and paths based on traffic analysis.

Galt Bicycle Transportation Plan Update 2011 - Galt.

Staff Engineer. Provided design conception exhibits with bike sign placements, bike lane types and paths based on traffic analysis.

East Stockton Blvd. Bike Lane Connector Project - Galt

Staff Engineer. Provided design conception exhibits with bike sign placements, bike lane types and paths based on traffic analysis.

City of Jackson Circulation Improvement Program and Transportation Fee Updates - Jackson/ACTC

Staff Engineer. Assisted in cost estimating for multiple locations and helped determine Capital Facility Fees Costs.

I-80/Sierra College Boulevard Interchange Reconstruction PSR

PA/ED and PS&E - Rocklin. Staff Engineer. Assisted with cost estimating and Stage Construction. Aided with quantities and coordinated staging and plan sheet creations.

Modesto Capital Facilities Fee Update - Modesto. Staff Engineer.

Assisted in developing conceptual design exhibits for cost estimating. Assisted in cost estimating for multiple locations and using an exaction policy, helped determine Capital Facility Fees Costs.

Rocklin Road at Grove Street/South Grove Street Roundabout

Design and PS&E - Rocklin. Staff Engineer. Assisted in preparing plans and provided cost estimate based quantities and recent bid information.

Rocklin Road at Meyers Street Roundabout Design and PS&E - Rocklin.

Staff Engineer. Assisted with preparing plans and provided cost estimate based quantities and recent bid information.

EXHIBIT B

TASK	Turlock Active Transportation Plan (SUMMARY)											2014 Hourly Rate*		Alta		Omni				Task Hours	Alta Fee	Omni Fee	Total Task Fee	
	Principal		Project Manager		Transport Planner		Designer		GIS		Business Advisor		Principal		Quality Control		Transp Planner		Design Engineer					
	Brett Honderp	John Lieswyn	Sarah Fine	Cat Cheng	Patricia Latham	April Economides	Staff	Marty Houye	Larry Wing PE	Todd Tregenza	Sergio Atellano	\$210	\$140	\$100	\$90	\$100	\$75	\$220	\$170					\$125
1	6	26	2	0	0	0	0	0	0	0	0	0	22	4	4	0	0	64	\$5,100	\$6,020	\$11,120			
2	9	25	96	0	16	0	0	0	0	0	0	16	0	54	2	218	\$16,590	\$10,500	\$27,090					
3	4	5	9	50	0	0	0	0	0	0	0	3	0	0	0	71	\$6,940	\$660	\$7,600					
4	14	30	54	46	12	0	0	0	0	0	0	24	0	26	0	206	\$17,880	\$8,530	\$26,410					
5	4	15	30	0	0	0	0	0	0	0	0	24	16	38	72	199	\$5,940	\$21,030	\$26,970					
6	4	9	42	0	0	0	0	0	0	0	11	6	2	8	0	82	\$7,125	\$2,660	\$9,785					
Staff Hours	41	110	233	96	28	0	11	95	22	130	74	840	\$59,575	\$49,400	\$108,975									
Reimbursable Expenses & Travel																								
Project Total	\$8,610	\$15,400	\$23,300	\$8,640	\$2,800	\$0	\$825	\$20,900	\$3,740	\$16,250	\$8,510	\$60,275	\$49,700	\$109,975										
Optional Tasks	2	35	98	14	20	18	0	2	0	40	8	237	\$20,640	\$6,360	\$27,000									
3.4 Business/Community Survey			2	8	4													14	\$1,580	\$0	\$1,580			
4.5 Walk/Bike-Friendly Guidebook	1			6	14													21	\$2,510	\$0	\$2,510			
7.1 Audits and Mapping	1	13	40		20			2		40	8	124	\$8,030	\$6,360	\$14,390									
7.2 Bicycle Skills Training Rodeos		20	50	8								78	\$8,520	\$0	\$8,520									

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2014-
\$142,244 TO ACCOUNT NUMBER }
216-40-421.43060_009 "CONTRACT }
SERVICES ACTIVE TRANSPORTATION }
PLAN" TO BE FUNDED USING }
UNEXPENDED NON-MOTORIZED MONIES }
IN FUND 216 "STREETS-LOCAL }
TRANSPORTATION FUNDS" AS PART OF }
CITY PROJECT NO. 13-64, "DEVELOP AN }
ACTIVE TRANSPORTATION PLAN" }
_____ }

WHEREAS, the City is committed to promoting walking, jogging, bicycling and other non-motorized forms of transportation as an alternative to vehicle travel in an effort to promote a healthy lifestyle and reduce harmful emissions; and

WHEREAS, the installation and maintenance of appropriate non-motorized facilities, such as sidewalks and bicycle lanes on the roadway, connected as part of a comprehensive transportation network, are necessary to support this goal; and

WHEREAS, transportation planning, such as through the development of a pedestrian master plan and bicycle master plan, will assist in supporting this goal by identifying non-motorized deficiencies, prioritizing proposed improvements, identifying potential funding sources, and supporting the City's General Plan for future growth; and

WHEREAS, on November 5, 2013, the City advertised City Project No. 13-64, which solicited proposals from professional urban transportation consultants to provide the City with a pedestrian master plan and bicycle master plan, collectively referred to as an Active Transportation Plan; and

WHEREAS, on December 10, 2013, City staff received two proposals from qualified consultants and recommended the selection of Alta Planning + Design, Inc., in partnership with Omni-Means, Inc., as the most qualified consultant to complete the project objectives; and

WHEREAS, unexpended non-motorized funds are available for this type of work and will allow the City to spend future, annual non-motorized fund allocations on capital improvement projects based in part of the results of the adopted Active Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$142,244 to account number 216-40-421.43060_009 "Contract Services Active Transportation Plan" to be funded using unexpended Non-Motorized monies in Fund 216 "Streets-Local Transportation Funds" as part of City

Project No. 13-64, "Develop an Active Transportation Plan."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, 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**

59

January 28, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating \$6,000 to account number 228-60-608.43701 "Parks Master Plan (Community Parks)" from Fund 228 "Community Park" reserve balance to update the City's Parks Master Plan and Park Improvement Fee

2. DISCUSSION OF ISSUE:

Since 1996, the City of Turlock has exacted a park improvement fee from new residential development to fund the costs of developing parks in the City of Turlock in accordance with the Parks Master Plan. The fee is based upon the park development cost estimates identified in the Parks Master Plan and the park land identified in the General Plan. The level of the fee was determined through a fee nexus study. The City has an annual retainer contract with Economic Planning Systems (EPS) to perform economic studies of this type. With the adoption of the new General Plan, the Parks Master Plan is required to be updated as well as the fee necessary to implement the Plan.

EPS has prepared an estimate of the cost to prepare the fee nexus study (attached). The estimated cost is \$16,500. If approved, a service request will be forwarded to EPS to begin the work.

Staff will update the Parks Master Plan, in house. The Parks, Recreation and Facilities Division is currently updating the parks inventory and park development standards. The Planning Division will prepare the Parks Master Plan update.

3. BASIS FOR RECOMMENDATION:

A. The new General Plan, adopted in September 2012, calls for the City to update park improvement fee:

- Policy 4.1-f states that the City will “Update the City's Parks, Recreation, and Open Space Master Plan following the adoption of the General Plan, and implement its objectives.

Development of a new Parks Master Plan should specify in greater detail park improvement standards and costs estimates, a facility prioritization plan, and a financing and acquisition schedule.”

- Policy 4.1-m states that “Following the decennial census, update park standards and dedication requirements to reflect the increased level of service if this has been achieved.

The Quimby Act requires that dedication of parkland or collection of park fees shall be benchmarked on the latest federal census.”

- Policy 4.1-q states that “Following the specifications of the Park Improvement Nexus Fee Study, calculate park fees to enable purchase of acreage and provision of off-site park improvements for 3.5 acres of parkland per 1,000 residents added and require payment of these fees and/or land deduction as a condition of all new residential development. This park land may not be used for dual-use storm drainage basins.

California Government Code Section 66477 (Quimby Act) allows the City to require dedication or payment of in-lieu fees sufficient to buy and provide off-site improvement for a maximum of 3 acres per 1,000 new residents; if the amount of existing parks exceed this limit, then the existing amount, up to a maximum of 5 acres per 1,000 residents, may be adopted as the standard.”

- Policy 4.1-r states that the City will “Levy a parks and recreation fee on both residential and nonresidential development commensurate with expected use of such facilities by residents and employees of non-residential developments.”
- Policy 4.1-s states that the City will “Use available techniques to minimize acquisition costs. Techniques may include purchase of land at below appraised market value; dedication of land in lieu of fees; and acquisition of park sites promptly after collection of fees.

The sale of land at prices below appraised market value (“bargain sale”) to a non-profit land trust that re-sells to the City can provide tax savings to the seller.

Delay in acquisition diminishes the purchasing power of available funds and is not allowed. Non-availability of maintenance funds may not be a reason to delay park acquisitions."

- B. The Strategic Plan includes actions to establish a new CFD to mitigate the public service impacts of new development:

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

- Goal(s):** b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
d. Create a balanced, sustainable budget within thirty-six (36) months.

ACTIONS: *Staff*

- b. Prepare an update to the Parks Acquisition and Development Fee through the adoption of an updated Parks Master Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: If approved, approximately \$16,500 will be required to pay for the cost of the Fee Nexus Study. The costs for a contract of this type is typically split 1/3 to Community Parks and 2/3 to Neighborhood Parks. The Parks Master Plan and Fee Update has a balance of \$3,500 in the FY 13-14 Budget in the Community Park account (Account 228-60-608.43701 "Parks Master Plan (Community Parks)"). To accommodate the Fee Nexus Study, this account needs to be increased by \$6,000 to a total of \$9,500 so that 1/3 of the service request costs (for a total of \$5,500) and staff time (for a total \$4,000) can be paid from the Community Park fund. Approximately \$12,000 is expected to be used for staff time required to prepare the Parks Master Plan Update and work with the consultant to update the Parks Improvement Fee.

Budget Amendment: Staff is requesting a budget amendment to complete the Fee Nexus Study.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This decision does not constitute a "project" under the California Environmental Quality Act. Pursuant to Section 15060(c)(1), this decision will not result in a direct or reasonably foreseeable indirect physical change in the environment.

7. ALTERNATIVES:

Do not direct staff to move forward with update the Parks Master Plan and Park Improvement Fee. Staff does not recommend this option due to the shortfall that is could be created in the park improvement fee. The fees are required to maintain the park level of service standard adopted in the General Plan.

The Economics of Land Use



December 20, 2013

Mike Pitcock
Director of Development Services/City Engineer
City of Turlock
156 S Broadway, Suite 150
Turlock, CA 95380

Subject: Proposal to Prepare the City of Turlock Park Fee Nexus Study Update; EPS #132160

Dear Mike:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to continue providing technical support to the City of Turlock (City) in updating the City's development impact fee programs. The purpose of this letter is to provide the City with a proposal to update the citywide Park Fee Program.

The City will provide park development requirements and cost estimates that will be used to update the Park Fee Program. In addition, the existing and projected land uses, population, and employment were updated recently for use in the City's Capital Facilities Fee Nexus Study, prepared by EPS, and will be used in the Park Fee Nexus Study Update.

EPS prepared the City's Park Fee Nexus Study Update in 2008. Earlier this year, EPS prepared development impact fee nexus study updates for the City's Capital Facilities Fee, Northwest Triangle Specific Plan Fee, and Westside Industrial Specific Plan Fee. Given EPS's familiarity with the existing Park Fee Program, other development impact fee programs in the City, and development impact fee programs in general, EPS will complete the Park Fee Program Update in an efficient manner.

Scope of Work

Attachment A describes the Scope of Work EPS proposes to complete the Park Fee Program Update, which consists of the following task/subtasks:

- **Task 1:** Prepare Fee Program Update
 - **Subtask 1.1:** Gather Data and Confirm Assumptions
 - **Subtask 1.2:** Prepare Fee Calculation and Analysis
 - **Subtask 1.3:** Prepare Draft Nexus Study
 - **Subtask 1.4:** Prepare and Present Nexus Study Materials
 - **Subtask 1.5:** Prepare and Present Nexus Study Update Report

*Economic & Planning Systems, Inc.
2295 Gateway Oaks Drive, Suite 250
Sacramento, CA 95833-4210
916 649 8010 tel
916 649 2070 fax*

*Berkeley
Denver
Los Angeles
Sacramento*

www.epsys.com

Budget

EPS estimates the Park Fee Program Update will require a budget of **\$16,500** to complete. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. EPS's 2014 Hourly Billing Rates are attached as part of this letter proposal.

Again, EPS would appreciate the opportunity to work with you on this project. To approve this proposal, please forward the appropriate contract documents to EPS for execution. Please call me at (916) 649-8010 if you have questions or require changes to this proposal.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC.



Jamie Gomes
Managing Principal

Attachments

Attachment A

Scope of Work

Citywide Park Fee Program Update

Scope of Work

EPS proposes the Scope of Work detailed below to update the Park Fee Program for the City.

Task 1: Prepare Fee Program Update

Subtask 1.1: Gather Data and Confirm Assumptions

The City will provide updated park development standards and cost estimates that will be used to update the Park Fee Program. In addition, EPS will use the land use, population, and employment estimates and projections from the recent Capital Facilities Fee Nexus Study Update. To begin work on the project, EPS will review this data and gather any other necessary data from the City. Information needed to update the Fee Program Nexus Study includes the following items:

- Updated park development costs.
- Inventory of existing parks.
- Park land and facilities requirements.
- Copies of all fee credit and reimbursement agreements.
- Outstanding Park Fee Program reimbursement obligations (including outstanding fee credits).
- Existing Park Fee Program fund balances.

EPS will review City-provided data and follow up with any questions or requests for additional information. Given EPS's familiarity with the existing Park Fee Program material and with park development cost estimates and allocation factors in general, the review and confirmation efforts will be completed in an efficient manner.

Subtask 1.2: Prepare Fee Calculation and Analysis

Using the validated land use, cost, park land and facilities requirements, and other Park Fee Program data derived from **Subtask 1.1**, EPS will prepare the updated fee calculations and nexus analysis.

Subtask 1.2 Deliverable

Table Set 1: Preliminary Fee Calculations.

Subtask 1.3: Prepare Draft Nexus Study

In this subtask, EPS will prepare the Draft Nexus Study. EPS will summarize the costs associated with new park facilities required to serve new growth, discuss growth assumptions, discuss cost allocation methodologies for all land uses, and identify any sources of existing funding for park facilities required to serve new development. The Draft Nexus Study will include an implementation chapter summarizing the implementation and administration actions proposed as part of the ongoing administration of the Park Fee Program. The Draft Nexus Study also will include a comparison of the City's park development impact fees with park development impact fees for neighboring jurisdictions.

Subtask 1.3 Deliverable

Report 1: Draft Nexus Study.

Subtask 1.4: Prepare and Present Nexus Study Materials

Based on the work completed in **Subtasks 1.2** and **1.3**, EPS will prepare presentation materials and be prepared to present the Draft Nexus Study (including any revisions recommended by staff) at meetings with the development community and other interested stakeholders. EPS anticipates holding up to two meetings with City staff and the community to complete this subtask.

Subtask 1.4 Deliverable

Presentation Materials 1: Draft Nexus Study Presentation Materials.

Subtask 1.5: Prepare and Present Nexus Study Update Report

Once EPS has prepared the Draft Nexus Study for City staff review and comment and has considered input on the nexus findings from the development community and other interested parties, EPS will prepare a Final Draft Nexus Study for the City Council and seek approval or direction. If the City Council requests adjustments to the report before adoption, EPS will revise the Nexus Study as needed for a final City Council presentation.

Task 1.5 Deliverables

Report 2: Revised Draft Nexus Study, if needed.

Report 3: Final Draft Nexus Study.

Budget

The total estimated budget to complete this assignment is **\$16,500**. EPS charges for its services on a direct-cost (hourly billing rates plus direct expenses), not-to-exceed basis; therefore, you will be billed only for the work completed up to the authorized budget amount. If additional work, meetings, or complex analysis changes are necessary, EPS will request authorization for additional budget with the understanding that terms will be negotiated in good faith. EPS's 2014 Hourly Billing Rates are attached.

Project Schedule

EPS is prepared to begin work immediately on the Fee Program Update and can complete the work on a schedule that meets the City's needs.

2014 HOURLY BILLING RATES

Sacramento Office

Managing Principal	\$245-\$275
Senior Principal	\$300
Principal	\$245
Executive/Senior Vice President	\$210
Vice President	\$190
Senior Technical Associate	\$175
Senior Associate	\$165
Associate	\$140
Research Analyst II	\$90
Research Analyst I	\$80
Production and Administrative Staff	\$80



Billing rates updated annually.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2014-
\$6,000 TO ACCOUNT NUMBER	}	
228-60-608.43701 "PARKS MASTER PLAN	}	
(COMMUNITY PARKS)" FROM FUND 228	}	
"COMMUNITY PARK" RESERVE BALANCE	}	
TO UPDATE THE CITY'S PARKS MASTER	}	
PLAN AND PARK IMPROVEMENT FEE	}	
<hr/>		

WHEREAS, on December 7, 1996, the City Council of the City of Turlock adopted Ordinance No. 908-CS which established a park improvement fee to fund the costs of developing parks in the City of Turlock in accordance with the Parks Master Plan; and

WHEREAS, the amount of the park improvement fee is based upon the Prototype Neighborhood Park and park improvement cost estimates identified in the Parks Master Plan and the General Plan; and

WHEREAS, the City Council has established policies requiring that the Parks Master Plan and Parks Improvement Fee be updated to reflect the changes adopted in the new General Plan; and

WHEREAS, it is necessary to contract with Economic Planning Systems to prepare a Fee Nexus Study to establish the level of the park improvements fee for an amount not to exceed \$16,500.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$6,000 to account number 228-60-608.43701 "Parks Master Plan (Community Parks)" from Fund 228 "Community Park" Reserve Balance to update the City's Parks Master Plan and Park Improvement Fee.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, 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

54

January 28, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Lewis and Dolores Baptista for Parcel No. 044-015-008 consisting of 10 acres at the southwest corner of 1300 S. Kilroy and 2201 W. Linwood for agricultural purposes, for a period of forty-seven (47) months

2. DISCUSSION OF ISSUE:

This report recommends that the City Council authorize the City Manager to execute a land lease agreement with Lewis and Dolores Baptista for crop farming for a period of forty seven months, ending December 31, 2017. Lewis and Dolores Baptista have been in business for over 24 years and are experienced in farming operations. They are currently leasing 20 acres of City property for agricultural use and have been found to be good tenants.

This lease will generate long-term revenue for the City for the next four years and reduce the need for contract services relevant to weed control. The property was purchased by the City for a future storm drain basin.

Staff is recommending an authorization to award said Contract No. 13-124 with Lewis and Dolores Baptista of Turlock, meeting all requirements and the highest bidder in leasing 10 acres.

The Purchasing Office issued an informal bid for land lease on Request for Bid (RFB) 13-266 by publishing the informal bid notice in the local newspaper, the City's website, at City Hall's bulletin board, and contacting potential bidders by fax or email. Four (4) vendors were solicited and two (2) local vendors submitted bids. The City's 3% local vendor preference was not a factor in determining the highest responsive and responsible bidder for this contract. Purchasing evaluated the bids. Award bid recap is shown below:

- | | |
|--|-------------------------------------|
| 1) Lewis and Dolores Baptista of Turlock | \$425 per acre, at \$4,250 annually |
| 2) Sun Valley Pumping of Turlock | \$300 per acre, at \$3,000 annually |
| 3) Kevin Peterson of Turlock | No bid response |

4) Joe Couto of Turlock No bid response

3. BASIS FOR RECOMMENDATION:

A. Staff recommends the approval of the Land Lease Agreement with Lewis and Dolores Baptista for agricultural farming for a period of forty seven months. The tenant agrees to keep the lease premises in good condition during the entire term of the lease.

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

No fiscal Impact. The land lease will generate \$4,250 annually.

The minimum annual rent is payable in 2 equal installments during the months of February and July of each year throughout the term of the agreement.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). Do not approve this agreement. Staff does not recommend this, as we would lose out on the opportunity to lease the 10 acres of land and generate revenue.



GROUNDS LEASE AGREEMENT
between
CITY OF TURLOCK
and
LEWIS AND DOLORES BAPTISTA
for
CONTRACT NO. 13-124

THIS LEASE AGREEMENT is made this 28th day of January 2014, by and between the **CITY OF TURLOCK**, California (hereinafter referred to as "City") and **LEWIS AND DOLORES BAPTISTA** (hereinafter referred to as "Tenant") an individual, in the County of Stanislaus, State of California.

1. LEASED PREMISES: City, in consideration of the rents and covenants contained in this Lease, does lease to Tenant, and Tenant does rent from City the following described premises, situated in the County of Stanislaus, State of California, and described as follows:

- a) Parcel No. 044-015-008 consisting of 10 acres.
- b) Southwest corner of 1300 South Kilroy and 2201 West Linwood.
- c) As shown on Exhibit "I" attached to and made a part of this Lease.

2. TERM: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of forty seven (47) months ending December 31, 2017.

3. RENEWAL OPTION(S): Tenant is granted an option for three (3) additional one-year terms on the same terms and conditions in effect at the end of the prior term as specified in this Lease, provided Tenant gives written notice to City of its intent to renew the Lease at least thirty (30) days prior to the expiration of the then current term, and provided City approves such extension in writing.

4. RENT: Tenant agrees to pay to City as rent for the Lease Premises, during the entire terms as detailed below:

(a) Tenant shall pay City a sum of Four Hundred Twenty-Five and No/100^{ths} Dollars (\$425.00) per acre per year, in accordance with Exhibit A and Four Thousand Two Hundred Fifty and No/100^{ths} Dollars (\$4,250.00) for each year of the agreement. Semi-Annual payments are due and payable on February 1st for \$2,125 and second payment due on July 1st for \$2,125.

(b) Payments of rent or other amount due shall be in lawful money. If Tenant fails to make payment within ten (10) days after the payment is due, Tenant shall be obligated to pay a late payment fee of five percent (5%) of the overdue amount, and, in addition, any payment that is not paid within thirty (30) days after the amount is due shall bear a finance charge at an annual rate of twelve percent (12%), one percent (1%) per month, from the first day due until paid. Payments received will be applied first to the late payment fee, then to the finance charge, and then to the base amount due. A fee of thirty dollars (\$30.00) shall be paid by Tenant for all checks returned by

the bank due to insufficient funds, account closed, or any other reason.

5. SURRENDER OF PREMISES: Tenant will, at the expiration of this Lease, remove all personal property and equipment from the Leased Premises and will quietly yield and surrender the Leased Premises to City in the same good condition that existed when it took them, to be determined at City's sole discretion, normal wear and tear and damage from the elements excepted. If Tenant improvements are made during the term of this Lease, City has the option to accept the Premises in improved condition rather than requiring Tenant to restore them.

6. HOLD-OVER TENANCY: If Tenant remains in possession of the Leased Premises after the expiration of this Lease and without an agreement to extend the term or execution of a new lease, it shall be deemed to be occupying the Leased Premises as a Tenant from month-to-month only, upon the same terms and conditions contained in this Lease, to the extent the same terms are applicable to a month-to-month tenancy, rent shall be paid monthly on or before the first day of the month.

7. ASSIGNMENT OR SUBLEASE: The Lease Premises may not be assigned or sublet, in whole or in part, by Tenant without the prior written consent of City. Absent the written consent of City, an assignment or sublease shall not release Tenant from its obligations under this Lease. Any assignment or sublease attempted to be made in violation of this Lease shall be void. The terms of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assignees.

8. RIGHT OF ENTRY: City shall have the right upon reasonable notice to enter the Leased Premises during all business hours (except in emergency situations when entry shall be immediate) for the purposes of inspecting the Leased Premises, or for the purpose of showing the Lease Premises to prospective tenants, purchasers and others, City shall use reasonable efforts to not unduly interfere with Tenant's use of the Leased Premises.

9. CARE OF PREMISES: Tenant accepts the Leased Premises in the "as is" condition without any obligation on the part of City to improve same, unless specifically set forth in this Lease, and agrees to keep the Leased Premises in good clean condition during the entire term of this Lease.

10. USE: Tenant will use the Leased Premises for crop farming purposes only and will make no other use of the Leased Premises without City's prior written consent in each instance. In its use of the Leased Premises, Tenant agrees to:

(a) Follow generally recommended practices in plowing, planting and cultivating to prevent excessive loss of soil and water through sheet erosion, and to control gullies in their early stages; and

(b) Use diligence to prevent noxious weeds from going to seed on the Leased Premises and to destroy the same and keep the weeds and grass cut; and

(c) To keep the pipelines and fence lines free of weeds by spraying a herbicide twice a year; and

(d) Any excess water used after property allotment will be paid by Tenant; and

(e) Preserve established watercourses or ditches and to refrain from any

operations that will injure them.

Tenant agrees to use and work the Lease Premises in such manner only as is usual and customary in skillful and proper crop farming operations of similar character when conducted by proprietors on their own land and in accordance with the requirements, methods and practices of good husbandry, and in such manner as not to cause permanent injury to the Leased Premises or inconvenience or hindrance to any subsequent farming operation or other use.

During the term of this Lease, Tenant shall comply with all applicable laws and ordinances and City rules and regulations in its use of the Leased Premises.

City reserves the right to post signs prohibiting hunting on any or all tracts that are the subject of this Lease. If City prohibits hunting, such prohibition shall apply to Tenant and Tenant shall not be permitted to hunt or authorize others to hunt on the affected tract(s) without City's prior written consent.

11. IRRIGATION WATER: Tenant shall be responsible for all irrigation water fees and will pay such charges as determined to be due by City. Tenant shall arrange for and pay all other utilities.

12. MEMBERSHIP WITH EAST JOAQUIN WATER QUALITY COALITION: The TENANT is required to enroll in the irrigated agricultural parcel(s) directly with Coalitions, by May 13, 2014, hereby outlined and attached as Exhibit B.

a) The CITY agrees to pay the total fee to the coalition; however the TENANT will reimburse the CITY for the acreage portion, hereby attached as Exhibit C.

b) Membership with East Joaquin Water Quality Coalition will address the "New Water Quality Regulations for irrigated cropland, in compliance with the State's Program, hereby attached as Exhibit B".

13. ENVIRONMENTAL REQUIREMENTS: Tenant shall not install, use, generate, store or dispose of in or about the Leased Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or California Environmental Response and Liability Act or any similar law or regulation relating to environmental protection or human health, including without limitation any material containing asbestos or PCBs (collectively "Hazardous Materials") without City's written approval of each Hazardous Material. City shall not unreasonably withhold its approval of use by Tenant of immaterial quantities of Hazardous Materials customarily used in similar farming operations to long as Tenant uses such Hazardous Materials in accordance with applicable laws and the manufacturer's instructions. Tenant shall indemnify, defend and hold City harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any Hazardous Materials, regardless of whether City has approved the activity.

14. INDEMNIFICATION: Tenant agrees to defend and hold harmless City from injuries, damages and loss, including costs and attorneys' fees, arising from the willful or negligent acts and omissions of Tenant, its employees, officers and agents under this Lease. City shall have no responsibility for any indirect or consequential damages suffered by Tenant, or by any person, firm or corporation not a party to this Lease.

15. INSURANCE: TENANT shall not commence work under this Agreement until TENANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall TENANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. TENANT 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 TENANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) TENANT 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 TENANT; and with respect to liability arising out of work or operations performed by or on behalf of TENANT, 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 TENANT'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, TENANT's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of TENANT'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 coverage's, the insurer, broker/producer, or TENANT shall provide CITY with sixty (60) days' prior written notice of such action.

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

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

(f) Verification of Coverage: TENANT 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, TENANT hereby agrees to waive subrogation which any insurer of TENANT may acquire from TENANT 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 TENANT, its agents, employees, independent contractors and subcontractors. TENANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

16. INDEMNIFICATION: TENANT 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 TENANT, 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.

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

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

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

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

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

As an independent contractor, TENANT 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.

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

19. 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 TENANT, (2) legal dissolution of TENANT, or (3) death of key principal(s) of TENANT.

(b) Termination by CITY for Default of TENANT. Should TENANT 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 TENANT. 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 TENANT, dishonesty or theft.

(c) Termination by TENANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option TENANT 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 TENANT, willful destruction of Tenant's property by CITY, dishonesty or theft.

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay TENANT all or any part of the payments set forth in this Agreement on the date due, at its option TENANT may terminate this Agreement if the failure is not remedied within thirty (30) days after TENANT 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 TENANT'S Tax Status. If CITY determines that TENANT 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 TENANT. 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, TENANT 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, TENANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of TENANT'S work on the project. Further, if CITY so requests, and at CITY's cost, TENANT 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 TENANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of TENANT, TENANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay TENANT for that portion of TENANT'S services which were performed by TENANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

21. NONDISCRIMINATION: In connection with the execution of this Agreement, TENANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. TENANT 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. TENANT 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, TENANT shall comply with the provisions of Section 1735 of the California Labor Code.

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

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

24. OBLIGATIONS OF TENANT: Throughout the term of this Agreement, TENANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. TENANT 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. TENANT 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.

25. 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 TENANT for purposes other than this contract without the express prior written consent of CITY.

26. NEWS AND INFORMATION RELEASE: TENANT 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.

27. INTEREST OF TENANT: TENANT 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. TENANT warrants that, in performance of this Agreement, TENANT shall not employ any person having any such interest. TENANT 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.

28. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or TENANT 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 TENANT may incur in performing such additional services, and TENANT shall not be required to perform any such additional services.

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

30. CERTIFIED PAYROLL REQUIREMENT: For TENANTS performing field work on public works contracts on which prevailing wages are required, TENANT 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.

31. 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.

32. 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.

33. 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 TENANT'S charges to CITY under this Agreement.

TENANT 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 TENANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

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

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

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

37. CITY BUSINESS LICENSE: TENANT will have a City of Turlock business license.

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

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

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

41. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: TENANT 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.*

42. 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 TENANT: **LEWIS & DOLORES BAPTIST**
P.O. BOX 2368
TURLOCK, CA 95381
PHONE: (209) 668-9378
FAX: (209) 668-9382
EMAIL: Dolores_baptista@yahoo.com

for CITY: **CITY OF TURLOCK**
ATTN: MICHAEL COOKE
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4418
FAX: (209) 668-5695

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

CITY OF TURLOCK, a municipal corporation

LEWIS & DOLORES BAPTISTA

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

**CITY OF TURLOCK
BID PROPOSAL FORM**

REQUEST FOR PROPOSAL - BID NO 13-266

BID DUE DATE: NOVEMBER 12, 2013

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

"LAND LEASE FOR AGRICULTURAL PURPOSES"

- 1) Return original bid to: **City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454**
- 2) Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.
- 3) 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: Lewis & Dolores Baptista

Address: P.O. Box 2368, Turlock, Ca. 95381

Telephone Number (209) 668-9378 **Fax Number** (209) 668-9382

E-Mail Address dolores_baptista@yahoo.com

Authorized Representative (print) Dolores Baptista

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for LAND LEASE FOR AGRICULTURAL PURPOSES November 12, 2013, at the prices indicated herein.

Bid Sheet

Price Per Acre	\$ 425.00
Annual Lease for 10 Acres	\$ 4,250.00

List any extra charges not described above: _____

The following is required information. Any omission may be cause for rejection of Proposal.

Compliance

Bidder, have you complied with the specifications, terms and conditions of this bid?

Yes xx NO _____

A "NO" answer requires a detailed explanation giving reference to all deviations.

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms

- 1) Proposals shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

- a) In connection with the execution of this agreement, TENANT shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. TENANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards 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. TENANT shall also comply with 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, TENANT shall comply with the provisions of Section 1735 of the California Labor Code.
- b) TENANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) TENANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) TENANT 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.

Non-discrimination of the Handicapped:

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its TENANTS and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace

Bidder/TENANT 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

TENANT 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. TENANT agrees that TENANT'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 TENANT constitutes written notification to TENANT of City's rejection of any and all of TENANT order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

TENANT's License No. _____ Expiration Date: _____

TENANT 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.

Lewis & Dolores Baptista

Company Name



Signature of Authorized Representative

94-1690295

Federal Tax ID Number

- ***Bidder must submit one (1) original and one (1) copy of the completed bid proposals are required***
- ***Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***

EXHIBIT B



EDUARDO G. BARRON, JR.
CHAIRMAN



MARTIN ROSSIGNOL
CHAIRMAN
CENTRAL VALLEY REGION

Central Valley Regional Water Quality Control Board

30 January 2013

City Of Turlock
156 S Broadway
Turlock CA 95380

New Water Quality Regulations Require You to Act Now

Nuevas Regulaciones de Calidad de Agua Requieren que usted Responda Inmediatamente

(Para obtener más información en español (formularios u otra información), por favor contáctenos al telefono (916) 464-4611 o vía email a: IrrLands@waterboards.ca.gov.)

You are receiving this letter because based on information available to us, you own one or more parcels with irrigated cropland subject to the new regulations.

On 7 December 2012, the Regional Water Quality Control Board, Central Valley Region (Central Valley Water Board or board), approved the Waste Discharge Requirements General Order (Order R5-2012-0116 or General Order) for Growers within the Eastern San Joaquin River Watershed that are Members of the Third-Party Group. All commercial irrigated lands within the Eastern San Joaquin River Watershed are now required to get regulatory coverage through one of the options described below. The General Order addresses the discharge of waste from irrigated lands to groundwater and surface water. Wastes discharged from irrigated lands include pesticides, fertilizers, pathogens, and sediment.

Based on information available to us, you own one or more parcels with irrigated cropland within the Eastern San Joaquin River Watershed. The parcel number(s) for your property that prompted this letter is attached as a reference. Pursuant to California Water Code section 13260, you must obtain regulatory coverage for that irrigated cropland. Failure to obtain the regulatory coverage outlined above may result in penalties of up to \$1,000 per day pursuant to Water Code section 13261.

What Do Landowners or their Tenant Farmers Need to Do?

If you are the owner of commercial irrigated lands and you are NOT currently a member of the East San Joaquin Water Quality Coalition (Coalition), you have three options.

1. **Join the Coalition by 13 May 2013.** The Central Valley Water Board worked closely with agricultural and other interests to develop a cost effective program for complying with the State's water quality law. Under the General Order, the landowner, or your tenant, may enroll your irrigated agricultural parcel(s) directly with the Coalition (see next page). To take advantage of this option, you must enroll your parcel(s) with the Coalition by **13 May 2013**. After that date, landowners must apply to the Central Valley Water Board to join a Coalition. Additional fees will apply to applications after 15 May 2013 and the board has the discretion to reject the application and regulate the landowner directly.

2. **Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers.** The Central Valley Water Board is currently considering the adoption of general Waste Discharge Requirements for landowners who chose not to join a Coalition group (anticipated adoption is in May 2013). Board staff anticipates that costs and requirements will be similar to Option 3. However, the process for getting regulatory coverage will be simplified with the submission of a Notice of Intent, rather than a report of waste discharge.
3. **Obtain an Individual Permit⁴¹².** You can apply to have your own individual Waste Discharge Requirements (a permit). Depending on the specific site conditions growers with their own individual WDRs are often required to monitor runoff from their property, install monitoring wells, and submit technical reports regarding their actions to comply with their Waste Discharge Requirements. Costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$750 + \$5/acre); cost to prepare a report of waste discharge; and monitoring and reporting costs.

You do NOT need regulatory coverage under this Order if:

- Your commercial irrigated lands are covered by the General Order for Existing Milk Cow Dairies (R5-2007-0035) or NPDES Dairy General Permit CAG015001 (Dairy General Orders). Please notify board staff of your parcels that have Dairy General Order coverage so you do not receive further inquiries from the board regarding regulatory coverage of those parcels (contact info provided below).
- If your agricultural-zoned property is not used for commercial irrigated agriculture, please notify board staff so you do not receive further inquiries from the board regarding regulatory coverage under this Order.

Who Do I Contact to Join the Coalition or Get More Information?

Contact the Coalition - To join the East San Joaquin Water Quality Coalition, or to get more information about this new requirement, call (209) 522-7278 and ask to speak with Wayne Zipser or Candy Hill or go to www.esjcoalition.org. Also, check the website for dates on informational meetings for new Members and those thinking of joining the Coalition scheduled for March 2013.

To learn more about the Irrigated Lands Regulatory Program, you can visit our website at: http://www.waterboards.ca.gov/centralvalley/water_issues/irrigated_lands/. If you have questions regarding the Irrigated Lands Regulatory Program, you can call our phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.



PAMELA CREEDON
Executive Officer

⁴¹² The form for completing the Application (referred to as a Form 200 - Report of Waste Discharge) can be found online at: http://www.waterboards.ca.gov/publications_forms/forms/docs/form200.pdf. You may be requested by the Executive Officer to submit additional information to supplement the data provided in Form 200.

Eastern San Joaquin Watershed
Growers

- 3 -

30 January 2013

City Of Turlock
156 S Broadway
Turlock CA 95380

The Irrigated Lands Regulatory Program has identified the following parcels that may require regulatory coverage.

County:
Stanislaus

Parcel Number(s):
044-010-039

EXHIBIT C

Grower Requirements Under the New Irrigated Lands Regulatory Program (ILRP)

(adopted December 7, 2012)

The intent of the Central Valley Regional Board's Irrigated Lands Regulatory Program is to induce growers to implement management practices to protect water quality. The new program applies to discharges to both surface water and groundwater. The groundwater component will address waste (i.e. salt, nitrate or pesticides) percolating past the root zone into groundwater. It will not address pumping of groundwater.

The following are some of the key components of the new program.

1. Landowners or operators who are current ESJWQC members are required to confirm their intent to remain covered for the new groundwater program.
2. Any landowners or operators electing not to be covered by the coalition program will be required to seek individual coverage directly with the Regional Board. Individual coverage will be more expensive than coalition coverage.
3. Growers will be required to implement management practices necessary to protect both surface and groundwater quality.
4. Growers will be required to submit to the coalition a Farm Evaluation Plan specifying measures the farm is taking to protect water quality. In low vulnerability areas, these plans shall be kept at the farming headquarters and must be provided to the Regional Board upon request. Growers in high vulnerability areas must submit the plan to the coalition for regional compilation.
5. Growers within high vulnerability areas for nitrate contamination of groundwater must prepare and implement a Nitrogen Management Plan summarizing the amount of nitrogen applied to the land and the amount of nitrogen used by the crop. Plans must be reviewed and signed by a Certified Crop Advisor (CCA) or a grower can obtain certification by the California Department of Food and Agriculture. Growers in low vulnerability areas must complete a plan but it remains on the farm and must be available for a Regional Water Board inspection. The Coalition has until March 30, 2013 to submit templates for the nitrogen plans to the Regional Water Board.
6. Growers will be required to attend annual coalition sponsored (or co-sponsored) education/outreach events.
7. Growers with the potential to discharge sediment to surface waters during irrigation events or storm events must prepare and implement a Sediment Control Plan.
8. Farming operations of less than 60 acres in low vulnerability areas will be given additional time to comply with some of the reporting requirements.
9. Growers are required to maintain a copy of the Regional Board's irrigated lands general order at the farm headquarters and shall be familiar with the contents of the Order.
10. Growers shall permit representatives of the Regional Board, at reasonable hours, to enter premises to inspect, copy, or photograph any records or facilities. Growers shall provide phone numbers to the coalition of individuals with the authority to provide consent to access facilities.
11. The Regional Board is likely to continue to increase enforcement actions against growers and landowners that do not obtain regulatory coverage either through the coalition program or the individual program.
12. The Regional Board is likely to continue increased enforcement actions against growers and landowners that do not effectively implement management practices to protect the quality of both surface water and groundwater.

Documents that must be completed by Members to be compliant with Waste Discharge Requirements (WDR). Small Farming Operations refers to members operating less than 60 total acres of irrigated land. Members with high vulnerability parcels will be identified by the ESJWQC.

Due Date	Member Requirement	WDR Reference	Small Farming Operations		All Other Members		Submitted To
			Low Vulnerability	High Vulnerability	Low Vulnerability	High Vulnerability	
5/11/13	Notice of Confirmation	Pg 22			Once		ESJWQC
3/1/14	Farm Evaluation Plan ²	Pg 23		Annually		Annually	ESJWQC
	Nitrogen Management Plan ²	Pg 25				Annually	ESJWQC
7/14/14 ³	Sediment and Erosion Control Plan	Pg 24			As needed	As needed	Kept on farm
1/14/14	Sediment and Erosion Control Plan	Pg 24	As needed	As needed			Kept on farm
3/1/15	Farm Evaluation Plan ¹	Pg 23			Every 5 yrs		ESJWQC
3/1/16	Nitrogen Management Plan ²	Pg 25	Annually	Annually	Annually		ESJWQC
3/1/17	Farm Evaluation Plan ¹	Pg 23	Every 5 yrs				ESJWQC

¹High Vulnerability – either surface or groundwater

²High Vulnerability – groundwater only

³Estimated date; 180 days from Regional Board approval of the ESJWQC Sediment Discharge and Erosion Assessment Report which is due by January 11, 2014



1201 L Street, Modesto, CA 95354
www.esjcoalition.org

ID #4683
City of Turlock
Dan Madden
156 S Broadway Ste 270
Turlock, CA 95380



2014 Payment Information 1/1/2014 - 12/31/2014	
Invoice Date	12/5/2013
Acreage Claimed	20.00
Fee Per Acre	\$3.75
Acreage Fees	\$75.00
2014 Dues	\$50.00
2014 Total Due	\$125.00
Late Fee	\$0.00
Previous Balance	\$0.00
Total Due	\$125.00
New Acre Fees*	
Revised Total	\$

You may keep this top portion for your records.

Return this portion, please make any changes below so we can update our records.

ID # 4683 Please write ID # on check	
Acreage Claimed	20.00
Fee Per Acre	\$3.75
Acreage Fees	\$75.00
2014 Dues	\$50.00
2014 Total Due	\$125.00
Late Fee	\$0.00
Previous Balance	\$0.00
Total Due	\$125.00
New 2014 Acres*	
New Acre Fees*	
Revised Total	\$

ESJWQC 2014

Company Name City of Turlock
 Contact Name ~~Dan Madden~~ Michael Cooke
 Address 156 S Broadway Ste 270
 City, State Zip Turlock, CA 95380
 Phone 1 (209) 668-5590 Phone 2 _____
 Email ~~dmadden@turlock.ca.us~~ dolores_baptista@yahoo.com; mc
mcooke@turlock.ca.us

PAY ONLINE: <http://www.esjcoalition.org/payment.asp>
 If paying online, email contact or property changes, contact esj@esjcoalition.org

*List New 2014 acres on attached Additional Parcels form and return with payment. If paying online, email or mail form.
 2014 membership dues are \$50.00 per member plus \$3.75 per irrigated acre. Late fees will be assessed February 28, 2014.
 If you have questions please call (209) 846-6112.

Reported Irrigated Acreage			
Acres	Assessor Parcel Number (APN)	Crop	County
20.00	044-010-039	Alfalfa/Oats	Stanislaus
20.00	Total Irrigated Acres Claimed (New 2013 Acres Added _____ Revised Total _____)		

Return this form with your payment made out to "ESJWQC";
 ESJ Water Quality Coalition
 1201 L Street, Modesto, CA 95354

FOR ESJWQC OFFICE USE O

Invoice Date 12/5/2013
 Check Number _____
 Amount Paid _____

Date
Stamp

2014
ID# 4683

[Signature]
 Approved/OK for Payment

 Authorized Signature

 Date



Council Synopsis

51

January 28, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regional Affairs Manager
Jennifer Land, Executive Administrative Assistant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a Professional Services Agreement between the City of Turlock and Larry Walker Associates for the preparation of a Mixing Zone Field Study for the Turlock Harding Drain By-Pass Pipeline as required by the City's NPDES Discharge Permit, in an amount not to exceed \$40,880 from Fund 410-51-530.43316 "NPDES Permit Studies"

2. DISCUSSION OF ISSUE:

The City of Turlock's Regional Water Quality Control Facility (RWQCF) provides tertiary treatment of wastewater for the City of Turlock, a portion of Ceres, and the Community Service Districts of Keyes and Denair. The City is nearing completion of a new effluent pipeline and pump station that will bypass the Harding Drain and discharge treated effluent directly to the San Joaquin River. The Harding Drain Bypass Project relocates the City's outfall approximately 100 yards upstream from the Harding Drain's confluence with the San Joaquin River. The estimated completion date is March 2014.

In order to comply with our National Pollutant Discharge Elimination System (NPDES) Permit and continue discharging our recycled water to the San Joaquin River, the City is required to complete and submit a Mixing Zone Field Study (Study). The Study will identify how the City's wastewater mixes with the river water and how it is diluted and dispersed in the river. The Central Valley Regional Water Quality Control Board (Regional Board) requires the City within 120 days after initiation of the discharge to the San Joaquin River to submit a work plan and schedule for conducting the Study. Within one year of approval of the work plan and schedule, the City must complete the Study and submit it to the Regional Board.

A proposal for this work has been submitted by Larry Walker Associates for a not-to-exceed amount of \$40,880.00. Tasks included in the proposal are to Prepare Work Plan, Perform Field Study, Update Modeling, Prepare Draft and

Final reports, and Project Coordination. The work is estimated to be completed within six (6) months from the date of the authorization to proceed.

3. BASIS FOR RECOMMENDATION:

- A. The Study is required by the Regional Board as part of the Harding Drain By-Pass Pipeline project.
- B. Larry Walker Associates has extensive experience in preparing these types of studies.

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.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):** a-vii. Identify avenues to address current deficiencies - Water and Sewer.
- b-iii. Address Growth-Related Issues - Wastewater.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
\$40,880.00 from Fund 410-51-530.43316 "NPDES Permit Studies"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Do not approve the agreement with Larry Walker Associates. This alternative is not recommended. Completing this Study is required for continued compliance with our NPDES Permit and for continued discharge of the City's recycled water to the San Joaquin River. In addition, Larry Walker Associates is duly qualified to perform this work.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
LARRY WALKER ASSOCIATES
for
Mixing Zone Field Study
CITY CONTRACT NO. 13-123

THIS AGREEMENT is made this 28th day of January, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **LARRY WALKER ASSOCIATES**, a Corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for a Mixing Zone Field Study to comply with National Pollutant Discharge System Permit requirements; and,

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONSULTANT in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed forty thousand, eight-hundred and eighty and 00/100^{ths} Dollars (\$40,880.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of six months (6) beginning February 10, 2014 and ending August 10, 2014, subject to CITY's availability of funds.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (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) CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability 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 CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 and CG 20 37 or their equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance

coverages, the insurer, broker/producer, or CONSULTANT shall provide CITY with thirty (30) days' prior written notice of such action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option

CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**for CONSULTANT: LARRY WALKER ASSOCIATES
ATTN: BRIAN LAURENSEN
707 FOURTH STREET, SUITE 200
DAVIS, CA 95616
PHONE: (530) 753-6400
FAX: (530) 753-7030**

**for CITY: CITY OF TURLOCK
ATTN: MICHAEL COOKE
MUNICIPAL SERVICES DIVISION
156 S BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5590
FAX: (209) 668-5695**

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

CITY OF TURLOCK, a municipal corporation

LARRY WALKER ASSOC, consultant

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

By: _____
Michael Cooke, Municipal Services
Director

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

707 Fourth Street, Suite 200
Davis, CA 95616

530.753.6400
530.753.7030 fax

www.lwa.com



December 17, 13

Mr. Michael Cooke
Municipal Services Director
City of Turlock
156 South Broadway, Suite 112
Turlock, CA 95380

SUBJECT: Scope of Services for Mixing Zone Field Study to Comply with NPDES Discharge Permit Requirements

Dear Mr. Cooke:

Per your request, Larry Walker Associates (LWA) is pleased to submit this scope of services to the City of Turlock (City) to 1) prepare a mixing zone field study work plan to satisfy the National Pollutant Discharge Elimination System (NPDES) permit and 2) completion of the approved work plan field and reporting services. Previously, LWA prepared a computational model of the proposed San Joaquin River outfall¹ to allow the Central Valley Regional Water Quality Control Board (Water Board) to grant dilution credit for nitrate and disinfection byproduct effluent limitation calculations pending confirmation through a field investigation. Section C.2.b. of the permit Special Provisions requires the following to continue use of the dilution credit:

b. **Mixing Zone Study.** The Discharger shall conduct a mixing zone study following construction and operation of the outfall to the San Joaquin River to verify the results of the mixing zone study performed by the Discharger prior to adoption of this Order. A work plan and schedule for conducting the study shall be submitted to the Regional Water Board within 120 days after initiation of the discharge to the San Joaquin River. The mixing zone study shall be completed and submitted to the Regional Water Board within one year of approval of the work plan and schedule.

The Mixing Zone Study field investigation is intended to confirm the results of the computational model through use of an effluent marker or tracer that can then be measured in the river to determine the physical dimensions of the allowed mixing zone. The mixing zone is the allowed area of non-compliance as defined by the State Implementation Plan (SIP). The City must comply with effluent limitations based on the dilution at the edge of the granted mixing zone.

While the permit allows up to one year to complete the field investigation following approval from the Water Board, the City may need to include the study results in the

¹ Larry Walker Associates. *San Joaquin River Discharge Mixing Zone Study and Requested Amendment to Tentative Order*. Technical to City of Turlock. June 16, 2009.

July 5, 2014 Report of Waste Discharge. While it is not required to submit it in the ROWD, it will be necessary before reissuance of the NPDES permit and delays in completing the study may delay permit reissuance.

Scope of Services

LWA proposes the following scope of services to support the City's Pretreatment Program:

- Task 1. Prepare Work Plan
- Task 2. Perform Field Study
- Task 3. Update Modeling
- Task 4. Prepare Final and Draft Report
- Task 5. Project Coordination

Each task is discussed in more detail below.

Task 1: Prepare Work Plan

LWA will develop the permit-required Field Study Work Plan based on SIP guidance and a consultation with the Water Board permit staff. It is expected that the Field Study Work Plan will summarize the results of the modeling study and provide detailed sample collection and analysis methods to test these results. It is expected that the field investigation can be performed in one or two field visits that capture different river flow conditions. The Field Study Work Plan will include disinfection byproduct field investigation to characterize concentrations upstream of the discharge and in effluent just prior to reaching the river. The Field Study Work Plan will provide detailed information on the proposed tracers and locations to perform river transect water quality surveys or plume identification.

Task 2. Perform Field Study

LWA will provide up to two field staff for up to two field sampling events to complete the Field Study Work Plan as described in Task No. 1. LWA will provide all materials and equipment to perform the study with access to the field locations provided by the City. LWA will also have access to City laboratory space to package samples and perform any necessary sample preparation (preservation, short hold time testing, etc.). LWA will complete all necessary field log forms and maintain proper chain of custody of all analytical samples. It is expected that the field activities will include use of a small boat, field probes for standard parameters, and a field probe specific to the tracer constituents selected.

Task 3. Update Modeling

LWA will update the CORMIX model prepared in 2009 to consider the actual constructed outfall and any changes in river geometry of flow conditions. The model will specifically evaluate the collected field data to measure model accuracy (verification). If

necessary after the first field event, recommendations to collect additional field data will be prepared.

Task 4. Prepare Final and Draft Report

LWA will prepare a draft and final Mixing Zone Field Investigation and Model Verification Study Report to summarize the model and field investigation methods, findings, and any recommendations for changes in the granted dilution credit. LWA will compile all collected data, review data quality, and provide the City with a spreadsheet compilation of relevant data and a set of PDF laboratory reports. LWA will discuss any significant findings that could change the dilution credit with the City and, as directed, Water Board staff to address any concerns prior to finalizing the report. A draft report will be submitted to the City for one round of review before finalizing the document. LWA will also prepare a draft and final Study Report transmittal letter that describes the work product and any major findings.

Task 5. Project Coordination

LWA will procure the necessary materials and coordinate project staffing to ensure that the project is completed according to the agreed upon project schedule.

Project Schedule

A general project schedule is presented in the table below.

Task No.	Task	Anticipated Schedule for Completion
1	Prepare Work Plan	six weeks from notice to proceed
2	Perform Field Study	high and low flow conditions as described in Work Plan
3	Update Modeling	eight weeks following field investigation
4	Prepare Final and Draft Report (1)	twelve weeks following field investigation
5	Project Coordination	ongoing

- (1) This task is contingent on receiving comments from the Regional Water Board. It is anticipated that this task will take approximately one month after receiving comments.

Cost Estimate

The work described above will be conducted on a time and materials basis according to LWA's current billing rates with a not-to-exceed amount of \$40,880. LWA billing rates are adjusted annually on July 1. A detailed cost breakdown by task is presented in **Attachment A**. Please note that the costs can be further reduced if the City provides laboratory services, field equipment, and field staff. It is recommended that at least one LWA field engineer be present during the first field investigation event.

We look forward to the opportunity to work with the City and respond to your needs in an efficient and effective manner. Please feel free to contact me should you have any questions or concerns regarding this scope of services and/or cost estimate.

Yours truly,

Brian Laursen, P.E.
Vice President

Attachment A – Cost Estimate

ATTACHMENT A

Cost Estimate

LWA Staff Labor

Task No.	Task Name	Principal	Associate	Senior Engineer	Project Engineer		Technician	Labor Costs	Lab Costs	Direct Costs	Total Cost
					II	I					
1	Prepare Work Plan	8	0	0	2	56	0	\$10,200	\$-	\$-	\$10,200
2	Perform Field Study	2	0	0	10	24	24	\$8,180	\$750	\$1,250	\$10,180
3	Update Modeling	2	0	0	40	4	0	\$8,260	\$-	\$-	\$8,260
4	Prepare Report	6	0	0	4	48	0	\$8,940	\$-	\$-	\$8,940
5	Project Coordination	6	0	0	10	0	0	\$3,300	\$-	\$-	\$3,300
		24	0	0	66	132	24	\$38,880	\$750	\$1,250	\$40,880



Council Synopsis

55
January 28, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the purchase of a Time and Attendance Interface, Animal Licensing, and Leave Management from New World Systems in an amount not to exceed \$58,760 and authorizing the City Manager to sign the license agreement

Resolution: Appropriating \$25,440 to account number 227-40-135.51011 "Computer Software" and \$17,200 to account number 240-00-000-200.51005_002 "Financial Software" from Fund 227 "Public Safety Tax" and Fund 240 "Small Equipment Replacement-General Administration" reserve balance for the purchase of Animal Licensing Software and Leave Management Software from New World Systems

2. DISCUSSION OF ISSUE:

The Turlock Police Department will transition to a replacement scheduling software system, Telestaff, in February of 2014. The Telestaff software has the ability to interface with New World Systems software for the transfer of information relative to payroll. This transfer of information requires the purchase and installation of the Time and Attendance interface module from New World.

With the implementation of both the Telestaff scheduling software and the Time and Attendance interface from New World, it is anticipated that significant staff time will be saved and payroll processing within the Police Department will be paperless.

Animal licenses are currently tracked in a custom program in the iSeries operating system. All such programs are being phased out, as Information Technology staff will no longer be supporting them on that platform. Use of Animal Licensing in the New World software system will allow information to interface with other modules in the system, such as revenue collections.

The Leave Management module, part of the Payroll & Human Resources Suite, will allow staff a more efficient way to track various employee leaves and manage staffing. Most importantly, it provides a means to track hours to determine an employee's eligibility for Family and Medical Leave Act (FMLA) benefits and assists the City of Turlock with compliance to its regulations.

3. BASIS FOR RECOMMENDATION:

City Council authorization is required for license agreements. New World Systems has offered the City of Turlock a 40% discount on the purchase of these three modules.

Strategic Plan Initiative: B. POLICY INITIATIVE – 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.

Strategic Plan Initiative: C. PUBLIC SAFETY

Goal(s): 1(b)(i)(a) Plan for organizational effectiveness.

4. FISCAL IMPACT / BUDGET AMENDMENT:

1. Time & Attendance: Funding for the purchase has been identified in 110/20-200.47363 "Technology".
2. Animal Licensing: Appropriate \$25,440 to 227-40-135.51011" Computer Software" from Fund 227 "Public Safety Tax" reserve balance.
3. Leave Management: Appropriate \$17,200 to 240-00-000-200.51005.002 "Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A). Council may deny the purchase of the New World interface and additional software modules.

New World Proposal				
	Time & Attendance	Animal Licensing	Leave Management	Total
Software	\$ 7,200	\$ 8,400	\$ 9,000	\$ 24,600
Training	\$ 3,600	\$ 3,600	\$ 3,600	\$ 10,800
Interface Installation	\$ 4,200			\$ 4,200
File Conversion		\$ 6,000		\$ 6,000
File Conversion-IT Staff		\$ 3,000		\$ 3,000
SSMA	\$ 1,920	\$ 2,240	\$ 2,400	\$ 6,560
Travel Expenses	\$ 2,200	\$ 2,200	\$ 2,200	\$ 6,600
	\$ 19,120	\$ 25,440	\$ 17,200	\$ 61,760
	110-20-200.47363 Technology	227-40-135.51011 Computer Software	240-00-000-200.51005_002 Financial Software	



January 9, 2014

ADDITIONAL SOFTWARE LICENSE AGREEMENT

Ms. Julie Burke
City of Turlock
156 S. Broadway
Turlock, CA 95380

Dear Ms. Burke:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibit AA and Proposal Summary dated 1/9/2014) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION

(New World)

By: _____
Larry D. Leinweber, President

CITY OF TURLOCK, CALIFORNIA

(Customer)

By: _____
Authorized Signature Title

By: _____
Authorized Signature Title

Date: _____

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

PRICING VALID THROUGH JANUARY 31, 2014.

OK for [unclear]

Page 1

**EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

I. Total Costs Summary: Licensed Standard Software and Implementation Services

<u>DESCRIPTION OF COST</u>	<u>COST</u>
A. LICENSED STANDARD SOFTWARE as further detailed in the Proposal Summary	\$24,600
B. IMPLEMENTATION AND TRAINING SERVICES as further described in the Proposal Summary	21,000
ONE TIME PROJECT COST:	<u>\$45,600</u>
C. TRAVEL EXPENSES (Estimate)	\$6,600

II. Payments for Licensed Standard Software and Implementation Services

<u>DESCRIPTION OF PAYMENT</u>	<u>COST</u>
A. ONE TIME PROJECT PAYMENT:	
1. Amount due upon the Effective Date (100%)	\$45,600
ONE TIME PROJECT PAYMENT:	<u>\$45,600</u>
B. TRAVEL EXPENSES (Estimate)	\$6,600
1. 3 trips are anticipated, to be billed at actual cost for reasonable expenses incurred for airfare, rental car, lodging, tolls, mileage, and daily per diem expenses. All travel costs will be billed weekly for services provided in the previous calendar week.	

III. Standard Software Maintenance Services	\$6,560
Standard Software Maintenance Agreement (SSMA) fees for the above software will be added to Customer's current SSMA fees and will commence 90 days after delivery of the software; year one cost to be prorated to run concurrently with Customer's existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.	

ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE

CITY OF TURLOCK, CALIFORNIA

Proposal Summary

January 9, 2014

A. LOGOS.NET STANDARD APPLICATION SOFTWARE^{2,3}		
ITEM	DESCRIPTION	INVESTMENT

PAYROLL & HUMAN RESOURCES SUITE

- | | |
|--|--------|
| 1. Logos.NET Benefits Management | |
| - Leave Management (development) | 15,000 |
| | |
| 2. Logos.NET Additional Payroll & HR Modules | |
| - Time & Attendance Interface ⁴ | 12,000 |

COMMUNITY DEVELOPMENT SUITE

- | | |
|---|--------|
| 3. Logos.NET Community Development Software | |
| - Animal Licensing | 14,000 |

NEW WORLD STANDARD SOFTWARE LICENSE FEE	41,000
LESS DISCOUNT IF AGREEMENT IS SIGNED BY 01/31/14	(16,400)

TOTAL SOFTWARE LICENSE FEE^{5,6}	\$24,600
---	-----------------

B. IMPLEMENTATION SERVICES⁷		
ITEM	DESCRIPTION	INVESTMENT

IMPLEMENTATION

- | | |
|---|--------|
| 1. Up to 9 days of Implementation and Training Services are included for: | 10,800 |
| - Software Tailoring and Set Up | |
| - User Education and Training | |
| - Other Technical Support | |
| - Travel Time | |
| * Assumes train-the-trainer approach | |

(Note: Leave Management requires 3 days of Implementation and Training Services; Time & Attendance requires 2 days; and Animal Licensing requires 2 days; The remaining 2 days are to cover Travel Time for the 3 trips.)

- | | |
|---|-------|
| 2. Interface Installation Service Fees: | |
| - Time and Attendance | 4,200 |

- | | |
|---|-------|
| 3. Data File Conversion Pricing Estimates | 6,000 |
| (Up to 1 file from the following possible sources are included) | |

Community Development
-Animal Licensing

New World will be happy to discuss the conversion of any additional data files which Customer may wish to convert. If required, travel and expenses are billed at actual cost.

TOTAL IMPLEMENTATION SERVICES	\$21,000
--------------------------------------	-----------------

TOTAL ONE TIME COSTS	\$45,600
-----------------------------	-----------------

C. MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT

1. STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost)

Annual SSMA to begin at the end of the warranty period; year one cost to be prorated to run concurrently with customer's existing SSMA.

90-Day Warranty from Date of Delivery	No Charge
Year 1 SSMA	\$6,560

(Note: SSMA for Leave Management is \$2,400; Time & Attendance is \$1,920; and Animal Licensing is \$2,240.)

D. TRAVEL AND LIVING EXPENSES (estimate)		
ITEM	DESCRIPTION	INVESTMENT

1. TRAVEL EXPENSES (estimate)

3 Trips at \$2,200/each	\$6,600
- Includes airfare, car rental, hotel accommodations, and per diem.	

(Note: 2 trips are estimated for Implementation and Training; and 1 trip is estimated for Data Conversion.)

PRICING VALID THROUGH JANUARY 31, 2014.

ENDNOTES

- 1 Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows XP or greater with IE 7.0 or greater is the required operating systems for all client machines. Windows 2008 Server is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 is required for the Database Server.
- 2 New World Systems' Logos.NET product requires Microsoft Windows 2008 Server and Microsoft SQL Server 2008 including required Client Access Licenses (CALs) and Windows Server 2008 External Connector (EC) licenses for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.
- 3 Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.
- 4 Time & Attendance interface is a two-way interface. Additional support may be required for 3rd Party changes; not included in SSMA.
- 5 Prices assume that all software proposed is licensed.
- 6 Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.
- 7 Travel and expenses are described in Section IIB of Exhibit AA.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$25,440 TO ACCOUNT NUMBER }
227-40-135.51011 "COMPUTER }
SOFTWARE" AND \$17,200 TO ACCOUNT }
NUMBER 240-00-000-200.51005_002 }
"FINANCIAL SOFTWARE" FROM FUND 227 }
"PUBLIC SAFETY TAX" AND FUND 240 }
"SMALL EQUIPMENT REPLACEMENT- }
GENERAL ADMINISTRATION" RESERVE }
BALANCE FOR THE PURCHASE OF }
ANIMAL LICENSING SOFTWARE AND }
LEAVE MANAGEMENT SOFTWARE FROM }
NEW WORLD SYSTEMS }

RESOLUTION NO. 2014-

WHEREAS, the City of Turlock currently tracks Animal Licensing in a custom program in the iSeries; and

WHEREAS, Information Technology staff is phasing out those programs on that platform; and

WHEREAS, the Leave Management module will allow staff a more efficient way to track various employee leaves and manage staffing. This module will provide a means to track hours to determine an employee's eligibility for Family and Medical Leave Act (FMLA) benefits and assists the City of Turlock with compliance to its regulations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$25,440 to account number 227-40-135.51011 "Computer Software" from Fund 227 "Public Safety Tax" reserve balance and \$17,200 to account number 240-00-000-200.51005_002 "Financial Software" from Fund 240 "Small Equipment Replacement-General Administration" reserve balance for the purchase of Animal Licensing software and Leave Management software from New World Systems.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, 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

5K
January 28, 2014

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager, the City Manager's designee, or the City Attorney to execute agreements between the City of Turlock and local businesses or residents for the purpose of conducting training on non-City owned property

2. DISCUSSION OF ISSUE:

As part of the City of Turlock employees' need for continual training, we are seeking the ability to enter into partnerships with local businesses and residential property owners by using their facilities as training grounds. Training keeps critical perishable skills current, as well as, enhances and improves the safety of employees during low frequency but high risk operations or tasks.

3. BASIS FOR RECOMMENDATION:

In an effort to reduce the number of items put before Council, we are asking that an approval process be conducted which would allow staff to engage in training at local business and residential sites without having to seek City Council authorization each time. When necessary, individual agreements will be approved by the City Manager, City Manager's designee, or the City Attorney and hold harmless agreements will be processed.

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:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Council could require each agreement to be approved individually by the City Council.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CITY MANAGER, THE CITY MANAGER'S }
DESIGNEE, OR THE CITY ATTORNEY TO }
EXECUTE AGREEMENTS BETWEEN THE }
CITY OF TURLOCK AND LOCAL }
BUSINESSES OR RESIDENTS FOR THE }
PURPOSE OF CONDUCTING TRAINING }
ON NON-CITY OWNED PROPERTY }
_____ }

RESOLUTION NO. 2014-

WHEREAS, staff has identified the need to regularly train in order to maintain skills; and

WHEREAS, local business and residential sites provide a real life environment for staff to train; and

WHEREAS, the Council is required to approve all City agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager, the City Manager's designee, or the City Attorney to execute agreements between the City of Turlock and local businesses or residents for the purpose of conducting training on non-City property.

BE IT FURTHER RESOLVED, that the City Council of the City of Turlock does hereby authorize, the City Manager, the City Manager's Designee or the City Attorney to sign all documents related to these activities on behalf of the City of Turlock.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, 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

54
January 28, 2014

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Julie Burke, Senior Accountant

1. ACTION RECOMMENDED:

Resolution: Appropriating \$159,484 to account number 512-10-152.47075_003 "Premiums Liability" from Fund 512 "Casualty Insurance-Self Insurance-Liability" reserve balance for a retrospective adjustment from the Central San Joaquin Valley Risk Management Authority

2. DISCUSSION OF ISSUE:

The City of Turlock is a member of the Central San Joaquin Valley Risk Management Authority (CSJVRMA) which was established in 1979 to provide a means for the joint purchase of excess insurance and claims administration services for its members. The CSJVRMA provides general and automobile liability insurance for the City of Turlock.

3. BASIS FOR RECOMMENDATION:

Each program year is maintained as a separate entity for which an independent set of financial records is prepared. Each program year has a separate set of interim transactions which show the incurred losses and other expenses which have been paid on our behalf. Each program year is retrospectively adjusted five years after the end of the program year and annually thereafter. Program years remain open until the last claim incurred during the program year is closed and the actuary has determined there is no longer a need for any incurred but not reported (IBNR) reserves. As long as any claims remain open and/or there is still a reserve for IBNR, a program year will continue to be reported and retrospectively adjusted, if applicable.

Details of the years being retrospectively adjusted are attached on Exhibit 1. The significant increase in the adjustment for FY 07-08 is attributed to several cases with large legal fees and settlements. (See Exhibit A.)

Strategic Plan Initiative: B. POLICY INITIATIVE – 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:

Fiscal Impact: \$159,484

Appropriate \$159,484 to account number 512-10-152.47075_003 "Premiums Liability" from Fund 512 "Casualty Insurance-Self Insurance-Liability" reserve balance for a retrospective adjustment from the Central San Joaquin Valley Risk Management Authority.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

There is not a viable alternative available. Not paying this retrospective adjustment would violate the terms of our agreement with the Central San Joaquin Valley Risk Management Authority.

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY
POOLED LIABILITY PROGRAM
RETROSPECTIVE ADJUSTMENTS
ALL PROGRAM YEARS ELIGIBLE FOR RETROSPECTIVE ADJUSTMENTS
AS OF JUNE 30, 2013

MEMBER CITY	2000/2001	2001/2002	2002/2003	2003/2004	2004/2005	2005/2006	2006/2007	2007/2008	TOTAL	CITY
1 ANGELS	0	14	-5	-126	-73	36	-5,362	9,745	4,228	ANGELS
2 ARVIN	0	21	39	249	14	43	-939	25,685	25,113	ARVIN
3 ATWATER	0	76	132	-301	50	299	-2,690	86,929	84,495	ATWATER
4 AVENAL	0	20	37	246	12	39	-732	-14,397	-14,775	AVENAL
5 CERES	0	105	191	-417	70	444	-3,855	67,581	64,118	CERES
6 CHOWCHILLA	0	37	65	-1,303	25	76	-1,555	18,817	16,161	CHOWCHILLA
7 CLOVIS	0	210	436	3,030	154	1,080	-4,443	27,021	27,488	CLOVIS
8 CORCORAN	0	39	69	-1,308	24	74	-1,400	79,883	77,381	CORCORAN
9 DELANO	0	96	170	-368	61	373	-3,126	104,558	101,764	DELANO
10 DELANO CCF	0	27	47	-922	18	54	-862	28,251	26,612	DELANO CCF
11 DINUBA	0	74	136	-279	40	279	-2,297	38,342	36,295	DINUBA
12 DOS PALOS	0	15	26	154	8	23	-418	11,159	10,967	DOS PALOS
13 ESCALON	0	21	-9	-187	-88	41	-754	12,953	11,977	ESCALON
14 EXETER	0	22	40	-812	15	49	-982	16,341	14,675	EXETER
15 FARMERSVILLE	0	17	30	-587	11	31	-624	-15,981	-17,102	FARMERSVILLE
16 FIREBAUGH	0	22	37	-695	13	37	-681	16,791	15,524	FIREBAUGH
17 FOWLER	0	12	-5	-108	-54	28	-598	11,401	10,676	FOWLER
18 GUSTINE	0	12	-5	-103	-48	2,050	-446	8,769	10,229	GUSTINE
19 HANFORD	0	117	214	1,600	85	528	-3,252	164,065	163,357	HANFORD
20 HUGHSON	0	11	-4	122	-38	22	-451	9,555	9,216	HUGHSON
21 HURON	0	19	-6	-117	-54	26	-493	12,278	11,652	HURON
22 KERMAN	0	26	45	-865	16	47	-1,001	25,133	23,402	KERMAN
23 KINGSBURG	0	35	59	-1,218	23	68	-1,241	37,661	35,386	KINGSBURG
24 LATHROP	0	33	59	424	25	84	-1,668	5,357	4,313	LATHROP
25 LEMOORE	0	56	93	-218	37	249	-2,176	15,608	13,648	LEMOORE
26 LINDSAY	0	35	61	-1,075	20	62	-1,304	-848	-3,047	LINDSAY
27 LIVINGSTON	0	30	55	-1,059	19	55	-1,221	34,639	32,517	LIVINGSTON
28 LOS BANOS	0	83	155	-333	60	371	-3,389	99,498	96,446	LOS BANOS
29 MADERA	0	115	207	1,637	103	-20,372	-4,229	215,979	193,440	MADERA
30 MARICOPA	0	11	-4	-86	-36	18	-274	7,165	6,795	MARICOPA
31 MC FARLAND	0	11	18	-343	8	21	-423	12,114	11,406	MC FARLAND
32 MENDOTA	0	13	494	1,082	-48	23	-473	9,888	10,979	MENDOTA
33 MERCED	0	0	0	3,223	145	1,137	-1,519	-79,259	-76,274	MERCED
34 NEWMAN	0	19	-8	-194	-87	43	-733	16,661	15,701	NEWMAN
35 OAKDALE	0	66	112	823	42	310	-2,908	-45,798	-47,353	OAKDALE
36 ORANGE COVE	0	11	-4	-98	-43	22	-428	-8,089	-8,628	ORANGE COVE
37 PARLIER	0	23	-9	-208	-93	44	-800	-6,348	-7,391	PARLIER
38 PATTERSON	0	29	50	-957	24	71	-1,590	32,192	29,818	PATTERSON
39 PORTERVILLE	0	132	221	1,569	82	516	-3,018	56,050	55,552	PORTERVILLE
40 REEDLEY	0	71	123	-262	43	286	-2,413	84,178	82,024	REEDLEY
41 RIPON	0	39	68	-156	29	197	-1,848	62,379	60,708	RIPON
42 RIVERBANK	0	28	52	-1,011	20	152	-1,313	1,178	-895	RIVERBANK
43 SAN JOAQUIN	0	11	-4	-86	-36	18	-274	6,727	6,357	SAN JOAQUIN
44 SANGER	0	58	105	-247	46	326	-2,731	24,492	22,049	SANGER
45 SELMA	0	72	123	-272	44	-25,944	2,185	51,069	27,277	SELMA
46 SHAFTER	0	42	76	-1,425	36	82	-1,565	27,977	25,222	SHAFTER
47 SHAFTER CCF	0	25	42	-769	15	44	-723	20,726	19,360	SHAFTER CCF
48 SONORA	0	27	48	-951	19	56	-1,115	8,555	6,639	SONORA
49 SUTTER CREEK	0	11	-4	-93	-41	19	-366	7,437	6,963	SUTTER CREEK
50 TAFT	0	33	59	-1,052	22	57	-1,024	30,606	28,701	TAFT
51 TAFT CCF	0	21	36	-698	13	37	-617	15,160	13,951	TAFT CCF
52 TEHACHAPI	0	22	35	-174	-75	40	-973	1,943	819	TEHACHAPI
53 TRACY	0	247	477	5,070	249	1,915	-8,123	209,310	209,145	TRACY
54 TULARE	0	165	290	1,935	101	679	-4,299	166,615	165,487	TULARE
55 TURLOCK	0	206	359	2,451	129	855	-4,980	-158,504	-158,504	TURLOCK
56 WASCO	0	33	62	-1,163	22	165	-1,391	34,415	32,143	WASCO
57 WATERFORD	0	12	-5	-92	-39	19	-345	6,261	5,812	WATERFORD
58 WOODLAKE	0	16	-6	188	1,007	30	-600	19,484	20,118	WOODLAKE
TOTAL	0	2,852	5,175	1,065	2,144	-32,568	-96,871	1,767,358	1,649,155	

NOTE: Positive numbers reflect amounts to be refunded. Negative numbers reflect amounts to be billed to the city.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$159,484 TO ACCOUNT NUMBER }
512-10-152.47075_003 "PREMIUMS }
LIABILITY" FROM FUND 512 "CASUALTY }
INSURANCE-SELF INSURANCE- }
LIABILITY" RESERVE BALANCE FOR A }
RETROSPECTIVE ADJUSTMENT FROM }
THE CENTRAL SAN JOAQUIN VALLEY }
RISK MANAGEMENT AUTHORITY }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City of Turlock is a member of the Central San Joaquin Valley Risk Management Authority (CSJVRMA) which was established in 1979 to provide a means for the joint purchase of excess insurance and claims administration services for its members. The CSJVRMA provides general and automobile liability insurance for the City of Turlock; and

WHEREAS, each program year is maintained as a separate entity for which an independent set of financial records is prepared. Each program year is retrospectively adjusted five years after the end of the program year and annually thereafter. As long as any claims remain open a program year will continue to be reported and retrospectively adjusted, if applicable.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$159,484 to account number 512-10-152.47075_003 "Premiums Liability" from Fund 512 "Casualty Insurance-Self Insurance-Liability" reserve balance for a retrospective adjustment from the Central San Joaquin Valley Risk Management Authority for Fiscal Year 00-01 through FiscalYear 07-08.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, 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

5M

January 8, 2014

From: Julie Burke, Senior Accountant

Prepared by: Nadine Silva, Accountant II

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to enter into an agreement with U.S. Bank and to sign an addendum to the State of California Purchase Card Program Master Services Agreement for continued use of the Cal Card program

2. DISCUSSION OF ISSUE:

U.S. Bank has been awarded the new Master Services Agreement (MSA) for Cal Card with a five year term of October 19, 2006 to October 18, 2011 with an optional two year extension to October 18, 2013. The MSA #5-06-99-01 for purchase card services expired on October 18, 2013 and agencies are required to complete a new contractual agreement with U.S. Bank, per the State of California, Department of General Services Procurement Division.

3. BASIS FOR RECOMMENDATION:

- A) In an effort to improve the effectiveness of purchasing small dollar items, the City of Turlock entered into a contract with U.S. Bank as part of the State of California Procurement program (CAL Card). This program has proven to be successful and benefits include reduced number of demands, small dollar items are lumped into one demand, reduced petty cash transactions and need for manual checks, increased time to transact payment, ability for City staff to obtain smaller items locally in an expeditious manner, and prompt payment to the merchant.
- B) The City of Turlock currently has 114 cardholders. By using the Cal Card program the City processes only 12 payments to U.S. Bank annually, thus significantly reducing payment processing time and costs. Also, the Cal Card program currently issues quarterly Payment Performance Rebates to the City of Turlock based on prompt payment in full.

- C) U.S. Bank is the largest issuer of commercial bank cards. Due to the large volume of annual transactions and participating agencies, the new contract offers volume sales rebates, average transaction rebates, prompt payment rebate, no annual or per card fees, and online access.
- D) The Cal Card program carries the VISA logo which allows purchases at any vendor that accepts VISA. The State of California is extending their current contract for another 18 months to April 18, 2015.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

None

Budget Amendment

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not required.

7. ALTERNATIVES:

- A). Reject the contract. Staff does not recommend this alternative due to the many benefits provided to the City of Turlock by being able to utilize purchase cards.

**ADDENDUM TO STATE OF CALIFORNIA PURCHASE CARD PROGRAM
MASTER SERVICES AGREEMENT (DGS MSA 5-06-99-01)**

This Participating Agency Addendum ("Participating Agency Addendum") is entered into, by and between U.S. Bank National Association ND ("U.S. Bank") and the Participating Agency identified herein and executing this Participating Agency Addendum as "Participating Agency", and constitutes an addendum to and modification of the State of California Purchase Card Program Master Services Agreement (DGS MSA 5-06-99-01) dated October 19, 2006 (the "Agreement") between the Department of General Services ("DGS") on behalf of the State of California, and U.S. Bank. The Master Services Agreement DGS MSA 5-06-99-01 and its amendments are incorporated by reference and made a part of this Participating Agency Addendum. This Participating Agency Addendum shall become effective upon signing by or on the behalf of U.S. Bank ("Effective Date") and supersedes any previous and like addenda with Participating Agency.

RECITALS:

- A. DGS has entered into the Agreement for the purpose of making available the Purchasing Card Program as described in the Agreement for use by for Participating Agencies; and
- B. The Agreement contemplates the inclusion of Participating Agencies by a process of voluntary execution of an addendum; and
- C. The Participating Agency has received a copy of the Agreement and after thorough review of the Agreement desires to become a Participating Agency as that term is defined in the Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Agreement, which is incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participating Agency, and U.S. Bank agree as follows:

- 1. The Participating Agency agrees to accept and perform all duties, responsibilities and obligations required of Participating Agency as set forth in the Agreement. CAL-Cards shall be issued to employees of the Participating Agency upon execution of this Participating Agency Addendum by the Participating Agency and U.S. Bank. U.S. Bank shall submit invoice(s) to the Participating Agency at the address indicated herein.
- 2. U.S. Bank is authorized to place the seal or logo of the Participating Agency on the CAL-Cards issued to employees of the Participating Agency for the sole purpose of identifying the card for official use only. Such seal or logo shall be subject to use limitations as apply to the State seal on Page 3 of the Agreement.
- 3. The Participating Agency shall make monthly payments as provided in the Agreement to U.S. Bank of the full amount of the official monthly invoice by causing a check or checks or a warrant or warrants to be issued payable to the order of U.S. Bank on demand or by use of an Automated Clearing House or Electronic Data Interchange to make such payment to U.S. Bank.
- 4. The Participating Agency shall provide U.S. Bank with a copy of its audited financial statements within sixty (60) days of completion and, upon request of U.S. Bank, such other financial information as may be reasonably requested.
- 5. Either party may terminate this Participating Agency Addendum at any time by giving thirty (30) days written notice to the other party, whether or not such other party is in default.
- 6. The Participating Agency declares that CAL-Cards shall be used for official Participating Agency purchases only, and shall not be used for individual or consumer purchases nor to incur consumer debt. The Participating Agency warrants that it possesses the financial capacity to perform all of its obligations under the Agreement and this Participating Agency Addendum and the Participating Agency will not allow purchases to be made with CAL-Cards or incur any other financial obligation hereunder or under the Agreement prior to determining that existing appropriations available therefore are sufficient in amount to pay for such purchases or such other financial obligations.

OK for Agency


7. The contact notice address for the Participating Agency is:

Program Manager Name	Nadine Silva, Accountant II
Participating Agency Name	City of Turlock
Mailing Address	156 S. Broadway, Suite 110
City, State, Zip	Turlock, CA 95380
Email Address	nsilva@turlock.ca.us

8. The agreements of the Participating Agency set forth in this Participating Agency Addendum and the Agreement constitute valid, binding and enforceable agreements of the Participating Agency and all extensions of credit made pursuant to this Participating Agency Addendum and the Agreement to the Participating Agency will be valid and enforceable obligations of the Participating Agency in accordance with the terms of the Agreement and this Participating Agency Addendum. The execution of this Participating Agency Addendum and the performance of the obligations hereunder and under the Agreement are within the powers of the Participating Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which the Participating Agency is a party or is bound. The signer of this Participating Agency Addendum further represents and warrants that he or she is duly authorized by an applicable constitution, charter, code, law resolution or other governmental authority to enter into transactions of this nature. Participating Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Participating Agency to be duly bound by this Participating Agency Addendum. This Participating Agency Addendum requires approval as to form by the Attorney for the Participating Agency. If this Addendum is not approved as to form by the Attorney for Participating Agency, the completion of the attached Certificate of Authority is required and must accompany this Participating Agency Addendum.

In witness whereof, the parties have, by their duly authorized representatives, executed this Participating Agency Addendum.

Dated this ____ day of _____, 20__ by:

City of Turlock
Legal Name of Participating Agency

(Signature of Authorized Individual)

Roy Wasden
(Printed Name of Authorized Individual)

City Manager
(Printed Title of Authorized Individual)

Dated this ____ day of _____, 20__ by:

U.S. Bank National Association ND

(Signature of Authorized Individual)

Steven R. Kehr
(Printed Name of Authorized Individual)

Vice President
(Printed Title of Authorized Individual)

Approved as to form:

(Signature of Attorney for Participating Agency)

Phaedra Norton
(Printed Name of Attorney)

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
5-06-99-01	#4
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Department of General Services

CONTRACTOR'S NAME

U.S. Bank National Association (U.S. Bank)

2. The term of this

Agreement is October 19, 2006 through April 18, 2015

3. The maximum amount of this \$-0-

Agreement after this amendment is:

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

A. Agreement term end date is extended from October 18, 2013 to April 18, 2015.

B. Exhibit D, Section 6 is modified to read as follows:

DGS Termination of Contract

Unless Exhibit C, General Terms and Conditions, Item 7. Termination for Cause is applicable the State may terminate this contract at any time upon 30 calendar days minimum prior written notice to the Contractor. Upon notice of termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, undisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective and Participating Agency account transition is completed to the State's satisfaction. If applicable, Participating Agencies shall pay all outstanding invoices for services rendered on or before the termination date.

All other terms and conditions shall remain the same.

The effective date of this amendment is the date approved and signed by the Department of General Service's Office of Legal Services.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

U.S. Bank National Association

BY (Authorized Signature)

DATE SIGNED (Do not type)

10-3-13

PRINTED NAME AND TITLE OF PERSON SIGNING

Kelly M. Caspers, Vice President

ADDRESS

200 South 6th St., Minneapolis, MN 55402

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services

BY (Authorized Signature)

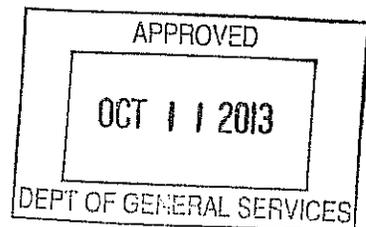
DATE SIGNED (Do not type)

10/11/13

PRINTED NAME AND TITLE OF PERSON SIGNING

Jim Butler, Deputy Director

ADDRESS

707 3rd Street West Sacramento, CA 95605-2811CALIFORNIA Department of
General Services Use Only

Kjy/ltls

 Exempt per.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
CITY MANAGER TO ENTER INTO AN }
AGREEMENT WITH U.S. BANK AND TO }
SIGN AN ADDENDUM TO THE STATE OF }
CALIFORNIA PURCHASE CARD PROGRAM }
MASTER SERVICES AGREEMENT FOR }
CONTINUED USE OF THE CAL CARD }
PROGRAM }

RESOLUTION NO. 2014-

WHEREAS, the State of California, Department of General Services (DGS) Procurement Division, announced a new Cal Card Contract effective October 19, 2006 to October 18, 2013 (five year contract with an optional two year extension which they have exercised) that they have awarded to U.S. Bank; and

WHEREAS, the existing Master Services Agreement (MSA) #5-06-99-01 for purchase card services will expire on October 18, 2013; and

WHEREAS, the State of California, DGS, is requiring agencies to complete new contractual agreements with U.S. Bank to extend the term of the MSA through April 18, 2015.

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 with U.S. Bank and to sign an addendum (Amendment No. 4) to State of California Purchase Card Program Master Services Agreement #5-06-99-01 for continued use of the Cal Card Program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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



CLAIM FORM
(Please type or print)

RECEIVED

5N

JAN -6 2014

City of Turlock

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: Debra Borrelli

SS#: DOB: Gender: Male Female X

Claimant's address: 3319 S Tegner Rd Turlock, CA 95380

Claimant's Telephone Number(s): 209-652-4561

Address where notices about claim are to be sent, if different from above: Mercury Insurance PO Box 929 Santa Clara, CA 95380

Date of incident/accident: 11/16/2013

Date injuries, damages, or losses were discovered: 11/16/2013

Location of incident/accident: Harding Road Turlock, CA

What did entity or employee do to cause this loss, damage, or injury? There was a pothole on the side of the left lane of the road. (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)? NO person (city road)

What specific injuries, damages, or losses did claimant receive? passenger side rims and tires were damaged. (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: \$2,416.03

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)? All 4 wheels, R side wheels, wheel alignment, R front tire, R rear tire, mt/Balance. (Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 12-18-13 Signature: Heather Gault estimate of photos attached

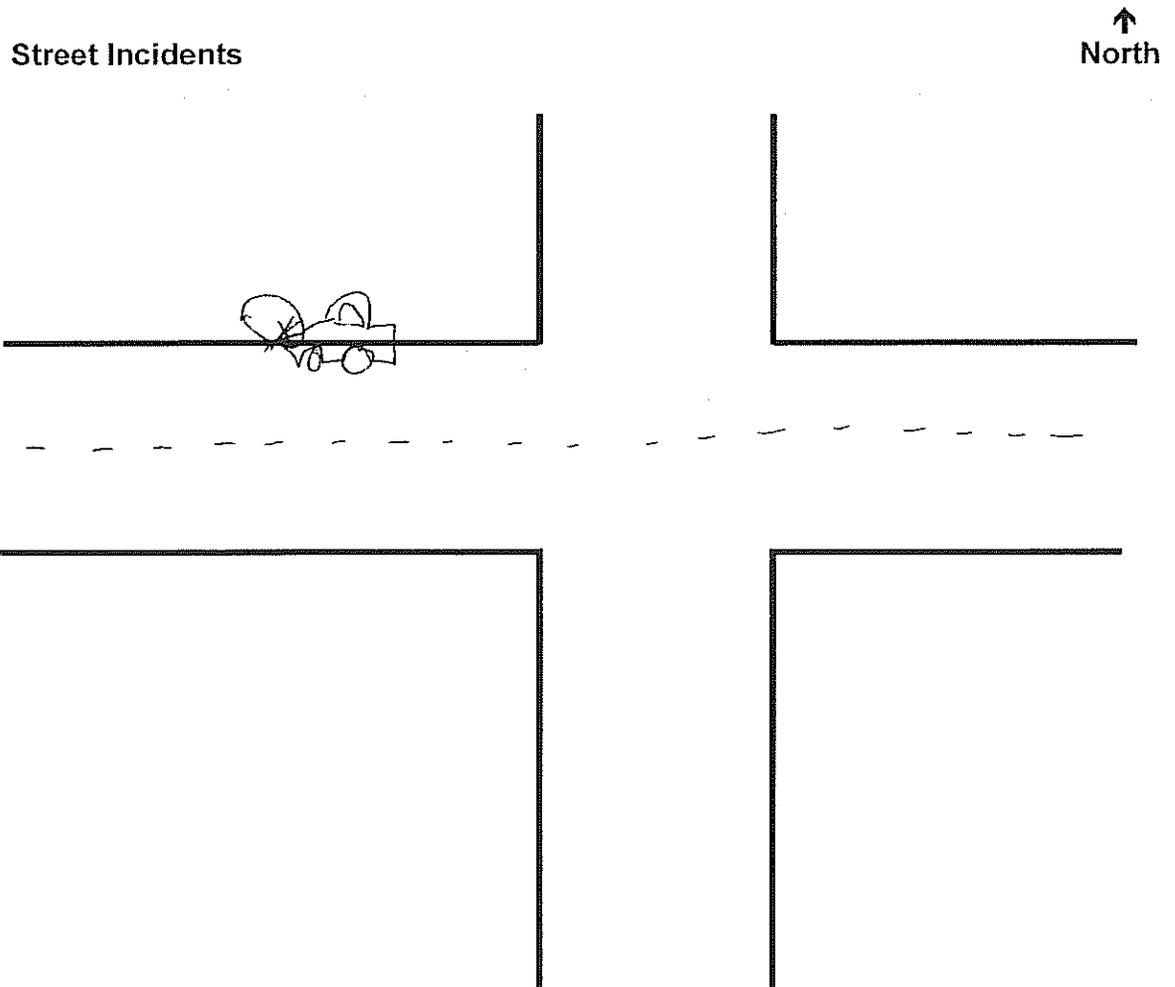
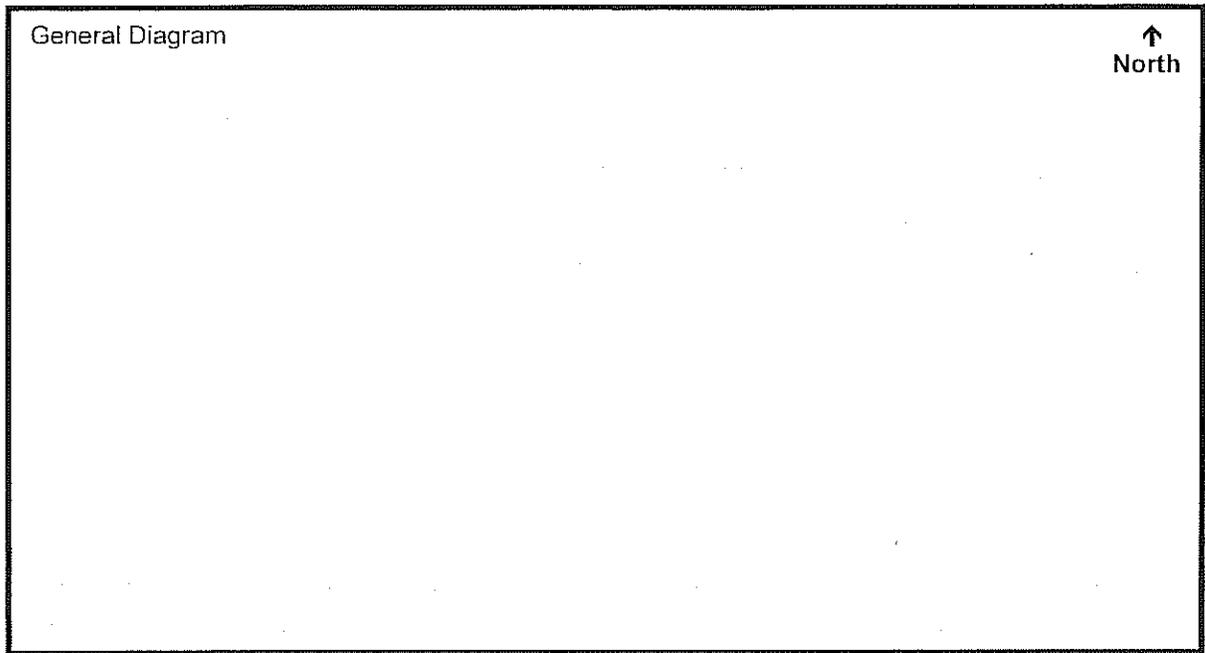
If signed by representative:

Print Representative's Name Heather Gault Telephone 800-521-9693

Address Mercury Insurance PO Box 929 Santa Clara CA 95380 ext. 2182

Relationship to Claimant insurance adjuster

DIAGRAMS



Date: 11/20/2013 10:27 AM
 Estimate ID: CABA-0000191900101
 Estimate Version: 0
 Committed
 Profile ID: * 34

****Call The Listed File Adjustor to Confirm Coverage/Payments****
****Call Estimator Paul Kosta 916-825-2352 for any Supplement**
Approval. No Supplemental Repairs Will Be Authorized for Payment
Without Prior Approval to Repairs Being Performed**

California Automobile Insurance Company

104 Woodmere, Folsom, CA 95630

Damage Assessed By: PAUL KOSTA #016522

Adjustor: Heather Gault
 (800) 827-1570 ext. 21821

Cell 916-825-2352
 Office 800-827-1570 #22278

Condition Code: Good
 Date of Loss: 11/16/2013
 Contact Date: 11/20/2013
 Deductible: 500.00
 Policy No: BAO40000007995

Type of Loss: Collision

Claim Number: CABA-0000191900101

Insured: DEBRA BORRELLI
 Driver: DEBRA BORRELLI

Mitchell Service: 911400

Description: 2013 Chrysler 300
 Body Style: 4D Sed
 VIN: 2C3CCAAG2DH698154
 Mileage: 5,187
 OEM/ALT: A
 Color: Blue
 Options: ANTI-LOCK BRAKE SYS.

Vehicle Production Date: 5/13
 Drive Train: 3.6L Inj 6 Cyl 8A RWD
 License: SUNVAL 5 CA
 Search Code: BRE A

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units	CEG Unit
1	102664	BDY	REMOVE/REPLACE	Alloy Wheel	5MA12DD5AA	1,030.00	0.3	0.3T
2	102664	BDY	REMOVE/REPLACE	Alloy Wheel	5MA12DD5AA	1,030.00	0.3	0.3T
3				R Side Wheels				
4	900500	BDY *	ADD'L LABOR OP	Wheel Alignment	Sublet	99.00	* 0.0*	
5	900500	BDY *	REMOVE/REPLACE	R Frt Tire	New	190.00	* 0.0*	T
6	900500	BDY *	REMOVE/REPLACE	R Rear Tire	New	190.00	* 0.0*	T
7	900500	BDY *	ADD'L LABOR OP	Mt/Balance	Sublet	40.00	* 0.0*	

* - Judgment Item

ESTIMATE RECALL NUMBER: 11/20/2013 10:27:48 CABA-0000191900101

Mitchell Data Version: OEM: OCT_13_V1114

MAPP: OCT_13_V

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Page 1 of 3

Software Version: 7.1.140

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Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	II. Part Replacement Summary	Amount
Body	0.6	70.00	0.00	139.00	181.00	Taxable Parts	2,440.00
						Sales Tax @ 7.625%	186.05
					181.00	Total Replacement Parts Amount	2,626.05
Labor Summary	0.6				181.00		
 						IV. Adjustments	Amount
III. Additional Costs					Amount	Insurance Deductible	500.00-
Total Additional Costs					0.00	Customer Responsibility	500.00-
 						I. Total Labor:	181.00
						II. Total Replacement Parts:	2,626.05
						III. Total Additional Costs:	0.00
						Gross Total:	2,807.05
 						IV. Total Adjustments:	500.00-
						Net Total:	2,307.05

Point(s) of Impact

3 Right Side (P)

Inspection Site: Residence
 Address: 3319 S Tegner Rd
 Turlock, CA 95380-9723
 Inspection Date: 11/20/2013

THIS IS NOT AN AUTHORIZATION TO REPAIR. THE UNDERSIGNED REPAIR FACILITY AGREES TO REPAIR THIS VEHICLE USING INDUSTRY ACCEPTED EQUIPMENT AND METHODS, AND TO COMPLETE AND GUARANTEE SAFE REPAIRS AT A PRICE OF \$ _____, INCLUDING ALL CHARGES INCIDENTAL THERETO. NO SUPPLEMENTS WILL BE HONORED WITHOUT PRIOR APPROVAL. CONTACT PAUL KOSTA (916-825-2352) FOR SUPPLEMENT APPROVAL. PURSUANT TO CALIFORNIA CODE OF REGULATIONS, TITLE 10, CHAPTER 5, SUBCHAPTER 7.5, SECTION 2695.8, THE INSURER WARRANTS THAT ANY NON-ORIGINAL EQUIPMENT MANUFACTURER PARTS SPECIFIED IN THIS ESTIMATE ARE AT LEAST EQUAL TO THE ORIGINAL EQUIPMENT MANUFACTURER PARTS IN TERMS OF KIND, QUALITY, SAFETY, FIT & PERFORMANCE.

AGREED PRICE BY: _____
 THE WRITING OF THIS ESTIMATE DOES NOT CONFIRM COVERAGE OR GUARANTEE, OR IMPLY ACCEPTANCE OF LIABILITY. THIS ESTIMATE IS FOR THE REPAIR OF DAMAGE CLAIMED BY THE OWNER OF THE VEHICLE, AND THIS ESTIMATE IS NOT AN ADMISSION THAT THE DAMAGE RESULTED FROM THE ALLEGED LOSS.

IN THE EVENT THAT REPAIRS ARE COMMENCED, AND DURING SUCH REPAIRS IT IS DETERMINED BY MERCURY THAT THE VEHICLE IS A TOTAL LOSS, THE UNDERSIGNED SHOP AGREES NOT TO CHARGE STORAGE FEES FROM THE TIME THE

ESTIMATE RECALL NUMBER: 11/20/2013 10:27:48 CABA-0000191900101

Mitchell Data Version: OEM: OCT_13_V1114

MAPP:OCT_13_V

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Page 2 of 3

Software Version:

7.1140

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Date: 11/20/2013 10:27 AM
Estimate ID: CABA-0000191900101
Estimate Version: 0
Committed
Profile ID: * 34

VEHICLE ARRIVES AT THE SHOP UNTIL THE TIME THAT REPAIRS ARE STOPPED
DUE TO MERCURY'S TOTAL LOSS DETERMINATION

SIGNED _____

PRINT NAME _____

ESTIMATE RECALL NUMBER: 11/20/2013 10:27:48 CABA-0000191900101

Mitchell Data Version: OEM: OCT_13_V1114

MAPP:OCT_13_V

Copyright (C) 1994 - 2013 Mitchell International

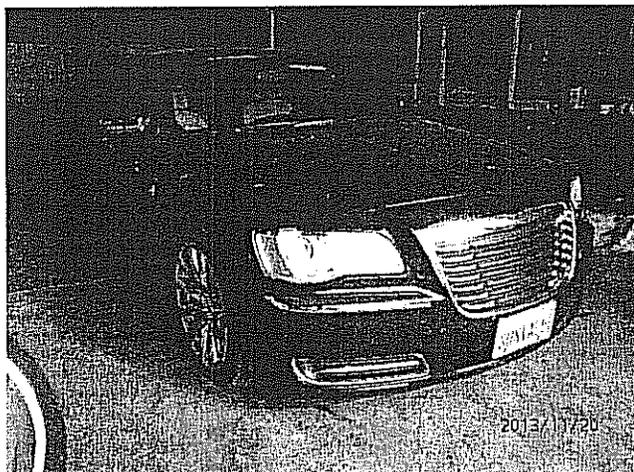
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All Rights Reserved

Page 3 of 3

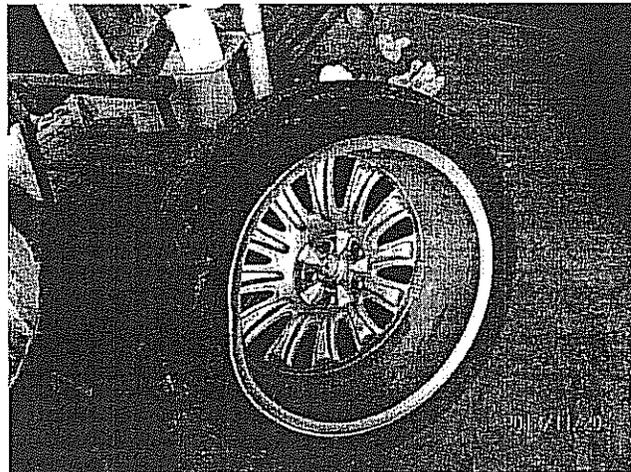
Claim: CABA-0000191900101 01

DEBRA BORRELLI



024.jpg

Nov-20-2013 10:21a



025.jpg

Nov-20-2013 10:21a



026.jpg

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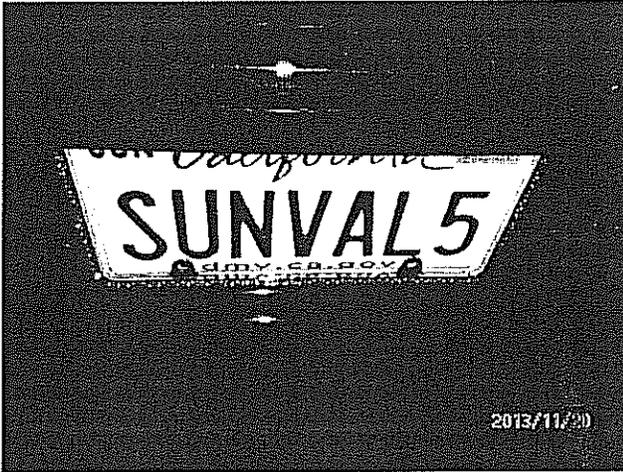


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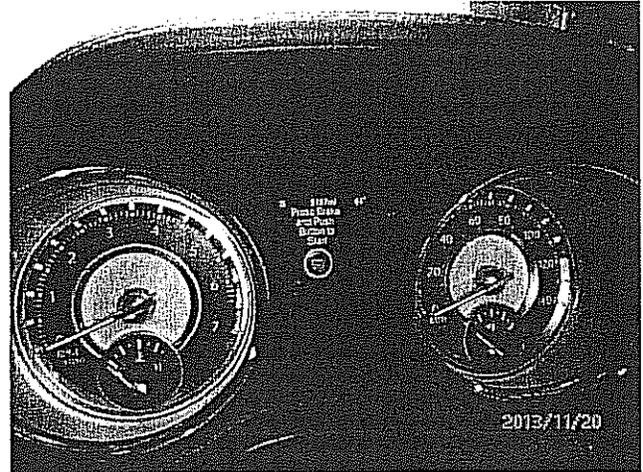
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DEBRA BORRELLI



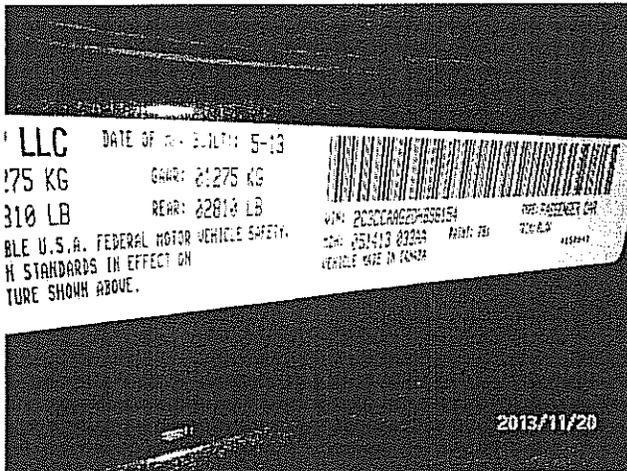
028.jpg

Nov-20-2013 10:21a



029.jpg

Nov-20-2013 10:21a



030.jpg

Nov-20-2013 10:21a

Check Details

Check
 Check Type: Indemnity
 Pay To The Order Of: DEBRA BORELLI
 Mailing Address: 3319 S Tegner Rd, Turlock, CA 95380-9723
 Amount: \$108.98
 Memo: For payment resulting from your PAYMENT FOR C-SEAT claim of 11/16/2013

Payment Details
 Tax Reporting: Not reportable
 Reportable Amount: N/A

Details
 Check Number: 2500002850
 Invoice Number: <none>
 Bulk Invoice: DEBRA BORRELLI
 Claimant: 12/02/2013
 Date of Service:
 Check Comments:
 Joint Payees:

Payee	Type	Payee Tax ID
RICHARD BORELLI	Insured	

Instructions
 Recipient: RICHARD BORELLI
 Payment Method: Check
 Check Batching: A/P default
 Check Delivery: Send
 Check Destination: Valencia Mountain - Low Complexity - Maiden-Williams
Tracking
 Status: Issued
 Issue Date: 12/02/2013

When To Pay
 Created By: Heather Gault
 Created On: 12/02/2013

Recurrence
 Description: N/A
 Total Recurrence Amount

Approval History

Payments

Scheduled Send Date	Amount	Exposure	Coverage	Status	Pmt Type
12/02/2013	\$108.98	1 Collision		Submitted	Partial

Documents Linked to Checks

Check Details

Check
 Check Type: Indemnity
 Pay To The Order Of: RICHARD M. BORELLI OR DEBRA ANN BORRELLI
 Mailing Address: 3319 S Tegner Rd, Turlock, CA 95380-9723
 Amount: \$2,307.05
 Memo: For payment resulting from your CASH OUT FOR REPAIRS claim of 11/16/2013

Payment Details
 Tax Reporting: Not reportable
 Reportable Amount: N/A

Details
 Check Number: 2500002854
 Invoice Number: <none>
 Bulk Invoice: DEBRA BORRELLI
 Claimant: 12/02/2013
 Date of Service:

Check Comments:
 Joint Payees:

Payee	Type	Payee Tax ID
RICHARD BORELLI	Insured	
DEBRA BORRELLI	Claimant	

Instructions
 Recipient: RICHARD BORELLI
 Payment Method: Check
 Check Batching: A/P default
 Check Delivery: Send
 Check Destination: Valencia Mountain - Low Complexity - Maiden-Williams
Tracking
 Status: Issued

Issue Date: 12/05/2013
 When To Pay: 12/02/2013
 Created By: Heather Gault
 Created On: 12/02/2013

Recurrence
 Description: N/A
 Total Recurrence Amount:

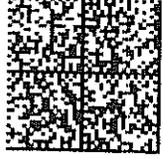
Approval History		Date	User	Action	Rationale
		12/02/2013 01:15 PM	Vanessa Maiden-Williams	Approved	auth cn chk for md approved estimate

Payments					
Scheduled Send Date	Amount	Exposure	Coverage	Status	Pmt Type
12/02/2013	\$2,307.05	1 Collision		Submitted	Final

Documents Linked to Checks						
	Name	View	Type	Status	Author	Date Modified
Yes	ESTIMATEDOCUMENT1919	View		Final	HEATHER GAULT	12/02/2013 11:26 AM
Yes	REGISTRATION	View		Final	HEATHER GAULT	12/02/2013 11:25 AM



P.O. Box 929 Santa Clarita, California 91380-9029



U.S. POSTAGE >> PITNEY BOWES
ZIP 92821 \$ 000.66⁰
02 1W
0001369263 DEC 19 2013

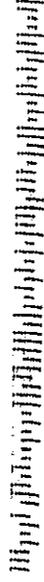
RECEIVED

JAN -6 2014

Office of the
City Clerk *[Signature]*

*Kellie E. Weaver, city clerk
City of Turlock
150 South Broadway, suite 230
TURLOCK, CA 95380-5456*

953805456



CA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }
MUNICIPAL CODE TITLE 1, CHAPTER 6, }
SECTION 1, REGARDING MINIMUM }
INSURANCE REQUIREMENTS }
_____ }

ORDINANCE NO. -CS

WHEREAS, members of the public will, from time to time, seek permission to temporarily close a city street, alley, or other section of public right-of-way for a block party or other short-term duration event; and

WHEREAS, the City supports these temporary closures as they generally provide a safer area to congregate through the removal of through vehicle traffic, as well as provide opportunities for neighbors to communicate, bond and build stronger neighborhoods; and

WHEREAS, California Vehicle Code Section 21101(e) empowers local agencies to approve temporarily closing a portion of any street for celebrations, parades, local special events, and other purposes when, in the opinion of local authorities having jurisdiction or a public officer or employee that the local authority designates by resolution, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

WHEREAS, the City Manager, or his designee, should be empowered to approve temporary streets closures of this nature to allow for prompt customer service and coordination of these types of closures; and

WHEREAS, Turlock Municipal Code Title 1, Chapter 6, requires applicants seeking to close a portion of City right-of-way to provide proof of general liability insurance coverage to the City for the duration of the closure, resulting in costs and fees to the applicant that can be viewed to be excessive, burdensome, or restrictive, thereby reducing the likelihood that applicants will utilize the established street closure process; and

WHEREAS, the City supports these temporary closures and seeks to reduce or remove as many barriers as possible to applicants seeking permits of this nature, to include waiving the general liability insurance provisions for these types of events when operated under an approved, City permit, while at the same time requiring additional legal language on the application form to hold the City harmless from all claims that may arise from the event.

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

SECTION 1. AMENDMENT: Title 1, Chapter 6, Section 1 is hereby amended to read as follows:

1-6-01 Minimum insurance requirements.

(a) Every contractor entering into a contract with the City of Turlock and every applicant for a permit required by the Turlock Municipal Code or use of City building, park or right of way shall procure and maintain for the duration of the contract, permit or use of City property insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work contracted for or permitted.

(b) Minimum limits of insurance. The contractor or permittee shall maintain limits no less than:

(1) General Liability: One Million and no/100ths (\$1,000,000.00) Dollars 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 the project or location or the general aggregate limit shall be twice the required occurrence limit.

(2) Employer's Liability: One Million and no/100ths (\$1,000,000.00) Dollars per accident for bodily injury or disease.

(c) Deductibles and self-insured retention. Any deductibles or self-insured retention must be declared and an acceptable coverage/replacement for such deductible must be approved by the City Attorney. At the option of the City Attorney, either:

(1) The insured shall reduce or eliminate the deductible or self-insured retention as respects the City, its officers, officials, employees and volunteers; or

(2) The insured shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Acceptability of insurance company. Insurance is to be placed with a primary insurance carrier with a current A.M. Best's rating of no less than A:VII.

(e) Verification of coverage. The contractor, permittee or applicant shall furnish the City with verification of insurance coverage on forms approved by the City Attorney. Said verification shall include certificate(s) of insurance and original endorsements signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received by the City and approved by the City Attorney prior to the commencement of any contract work or permitted activity.

(f) Exception. An exception or waiver from the minimum insurance requirements established herein or an increase or decrease in the monetary policy limits or the required rating of the insurance carrier may be granted in writing jointly by the City Manager and City Attorney upon proof to their satisfaction that:

(1) If the monetary policy limit is lower than the minimum policy limits established herein or the minimum insurance requirements are waived, that the risk to the public general welfare and safety is minimized through the imposition of safety conditions; or

(2) If such services or activity has a substantial or unusual risk to the public general welfare, health and safety, the monetary policy limits shall be increased to cover the possible risk and/or damages that such services or activity may cause; or

(3) If the insurance for the activity is not available with an insurance company meeting the minimum rating standard established in 1-6-01(d) and a lower insurance rating is acceptable to both the City Manager and the City Attorney.

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this 28th day of January, 2014.

JOHN S. LAZAR, Mayor

ATTEST:

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

CB

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING TURLOCK }
MUNICIPAL CODE TITLE 5, CHAPTER 26 }
PROHIBITING AGGRESSIVE SOLICITATION }
WITHIN THE CITY OF TURLOCK }
_____ }

ORDINANCE NO. -CS

WHEREAS, the Turlock Municipal Code does not currently address the prohibition of aggressive solicitation within the City of Turlock; and

WHEREAS, Title 5 Chapter 26, Sections 01-03, will prohibit the aggressive solicitation within the City of Turlock; and

WHEREAS, with the recommended Municipal Code augmentation, the City will be able to properly address aggressive solicitation in our community,

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

SECTION 1. ADDITION: Title 5, Chapter 26, is hereby added as follows:

5-26-01 Definitions.

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

(a) "Solicit, ask or beg" shall include using the spoken, written, or printed word, or bodily gestures, signs or other means with the purpose of obtaining an immediate donation of money or other thing of value or soliciting the sale of goods or services.

(b) "Public place" shall mean a place to which the public or a substantial group of persons has access, and includes, but is not limited to, any street, highway, sidewalk, parking lot, plaza, transportation facility, school, place of amusement, park, playground, and any doorway, entrance, hallway, lobby and other portion of any business establishment, an apartment house or hotel not constituting a room or apartment designed for actual residence.

5-26-02 Aggressive solicitation prohibited.

(a) No person shall solicit, ask or beg in an aggressive manner in any public place.

(b) "Aggressive manner" shall mean any of the following:

(1) Approaching or speaking to a person, or following a person before, during or after soliciting, asking or begging, if that conduct is intended or is likely to cause a reasonable person to

(i) fear bodily harm to oneself or to another,

(ii) damage to or loss of property, or

- (iii) otherwise be intimidated into giving money or other thing of value;
- (2) Intentionally touching or causing physical contact with another person or an occupied vehicle without that person's consent in the course of soliciting, asking or begging;
- (3) Intentionally blocking or interfering with the safe or free passage of a pedestrian or vehicle by any means, including unreasonably causing a pedestrian or vehicle operator to take evasive action to avoid physical contact;
- (4) Using violent or threatening gestures toward a person solicited either before, during, or after soliciting, asking or begging;
- (5) Persisting in closely following or approaching a person, after the person solicited has been solicited and informed the solicitor by words or conduct that such person does not want to be solicited or does not want to give money or any other thing of value to the solicitor; or
- (6) Using profane, offensive or abusive language which is inherently likely to provoke an immediate violent reaction, either before, during, or after solicitation.

5-26-03 All solicitation prohibited at specific locations.

(a) **Banks and ATMs.** No person shall solicit, ask or beg within 15 feet of any entrance or exit of any bank, savings and loan association, credit union, or check cashing business during its business hours or within 15 feet of any automated teller machine during the time it is available for customers' use. Provided, however, that when an automated teller machine is located within an automated teller machine facility, such distance shall be measured from the entrance or exit of the automated teller machine facility. Provided further that no person shall solicit, ask or beg within an automated teller machine facility where a reasonable person would or should know that he or she does not have the permission to do so from the owner or other person lawfully in possession of such facility. Nothing in this paragraph shall be construed to prohibit the lawful vending of goods and services within such areas.

(1) **Definitions.** For purposes of this section:

(i) "**Bank**" means any member bank of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operated under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

(ii) "**Savings and loan association**" means any federal savings and loan association and any "insured institution" as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 2 of the Federal Credit Union Act.

(iii) "**Credit union**" means any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union Administration.

(iv) "**Check cashing business**" means any person duly licensed as a check seller, bill payer, or prorater pursuant to Division 3 of the California Financial Code, commencing with section 12000.

(v) "**Automated teller machine**" shall mean any electronic information processing device which accepts or dispenses cash in connection with a credit, deposit, or convenience account.

(vi) "**Automated teller machine facility**" shall mean the area comprised of one or more automated teller machines, and any adjacent space which is made available to banking customers after regular banking hours.

(2) **Exemptions.** The provisions of 5-26-03 (a) shall not apply to any unenclosed automated teller machine located within any building, structure or space whose primary purpose or function is unrelated to banking activities, including but not limited to supermarkets, airports and school buildings, provided that such automated teller machine shall be available for use only during the regular hours of operation of the building, structure or space in which such machine is located.

(b) **Parking lots.** No person shall solicit, ask or beg in any public parking lot or structure any time after dark.

(1) **Definitions.** For purposes of this section:

(i) "**After dark**" means any time from one-half hour after sunset to one-half hour before sunrise.

(2) **Exemptions.** 5-26-03 (b) shall not apply to any of the following:

(i) to solicitations related to business which is being conducted on the subject premises by the owner or lawful tenants;

(ii) to solicitations related to the lawful towing of a vehicle; or

(iii) to solicitations related to emergency repairs requested by the operator or other occupant of a vehicle.

(c) **Public transportation vehicles.**

(1) "**Public transportation vehicle**" shall mean any vehicle, including a trailer bus, designed, used or maintained for carrying 10 or more persons, including the driver; or a passenger vehicle designed for carrying fewer than 10 persons, including the driver, and used to carry passengers for hire.

(2) Any person who solicits, asks or begs in any public transportation vehicle is guilty of a violation of this section.

5-26-04 Penalty.

A violation of this ordinance is punishable as a misdemeanor or infraction, chargeable at the City Attorney's discretion.

5-26-05 Severability.

The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

5-26-06 Non-exclusivity.

Nothing in this ordinance shall limit or preclude the enforcement of other applicable laws.

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

Signed and approved this 28th day of January, 2014.

JOHN S. LAZAR, Mayor

ATTEST:

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

CC

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING	}	ORDINANCE NO. -CS
TURLOCK MUNICIPAL CODE	}	
TITLE 2, CHAPTER 1, ARTICLE 02,	}	
REGARDING REGULAR CITY	}	
COUNCIL MEETING DATES	}	
COINCIDING WITH CITY HOLIDAYS	}	

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

WHEREAS, Turlock Municipal Code Section 2-1-02 states that in the event a regular Council meeting shall coincide with Christmas Eve (December 24th) or Christmas Day (December 25th) the regular meeting shall be held on the third Tuesday of December; and

WHEREAS, Turlock Municipal Code Section 2-1-02 states that the Council shall hold at least one (1) regular meeting every month as required by Government Code Section 36805; and

WHEREAS, on November 11, 2014, City offices will be closed for Veterans Day which is also a regularly scheduled City Council Meeting date; and

WHEREAS, since November 2011, Council has officially canceled the second regular meeting of November when it has coincided with the week of Thanksgiving, which will occur again in 2014 (November 25, 2014); and

WHEREAS, to avoid future conflicts between City holidays and City Council meetings and to ensure at least one (1) regular meeting is held every month, the following amendment is recommended.

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

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

2-1-02 Meetings: Time.

The regular meetings of the Council shall, unless canceled by motion passed by a majority of members present, be held on the second and fourth Tuesdays of each month at the hour of 6:00 p.m., unless such meeting date shall coincide with Christmas Eve (December 24th) or any holiday on which City Offices are closed, in which event the regular meeting shall be held on the third Tuesday of the month in which the holiday falls.

Notwithstanding the foregoing, the Council shall hold at least one (1) regular meeting every month as required by Government Code Section 36805.

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

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this 28th day of January, 2014.

JOHN S. LAZAR, Mayor

ATTEST:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADOPTING THE 2014 }
CITY COUNCIL MEETING SCHEDULE }
_____ }

RESOLUTION NO. 2014-

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

WHEREAS, Exhibit A sets the meeting dates for 2014 in accordance with the requirements of the Turlock Municipal Code Section 2-1-02.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Turlock does hereby adopt the 2014 City Council Meeting Schedule as set forth in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

2014
CITY OF TURLOCK
CITY COUNCIL MEETINGS

- JANUARY 14..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- JANUARY 28..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- FEBRUARY 11 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- FEBRUARY 25..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- MARCH 11..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- MARCH 25..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- APRIL 8 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- APRIL 22 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- MAY 13 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- MAY 27 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- JUNE 10 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- JUNE 24 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- JULY 8..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- JULY 22..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- AUGUST 12..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- AUGUST 26..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- SEPTEMBER 9 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- SEPTEMBER 23 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- OCTOBER 14..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- OCTOBER 28..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- NOVEMBER 18..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*

- DECEMBER 9 6:00 p.m. *(also Regular meeting for the PFA/SA)*

2015

- JANUARY 13..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*
- JANUARY 27..... 6:00 p.m. *(also Regular meeting for the PFA/SA)*

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



Council Synopsis

7A
January 28, 2014

From: Michael G. Pitcock,
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: Confirming the annexation of 855 N. Olive Avenue (Parcel No. 042-024-051) and 871 N. Olive Avenue (Parcel No. 042-024-050), to the Parcel Map 07-06 (Kevin Berger) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, City Project No. 0747

2. DISCUSSION OF ISSUE:

The annexation of certain parcels known as 855 & 871 N. Olive Avenue into the Parcel Map 07-06 (Kevin Berger) Landscaping, Lighting, and Street Maintenance Benefit Assessment District is a procedural matter. The developers are required to annex their developments into an existing District or form a new District as a condition of approval to provide for beautification and maintenance of landscaping, lighting and streets.

The purpose of the assessment district is to insure that this new development pays for its own maintenance and operation of the streetlights, landscape maintenance, street sweeping, and future slurry seals on the subdivision streets. By forming this district, the developer's construction of the development will place no additional impacts on existing city funds that maintain streets, lighting, and landscaping.

3. BASIS FOR RECOMMENDATION:

- A) Staff's recommendation is based on laws governing the provision of funding basic improvements in a subdivision such as maintenance of landscaping foliage, street light repair, and street maintenance or repair within the subdivision.
- B) This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on city street lighting, street sweeping, street slurry seals, and landscaping, so as to not affect existing city funds.

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

Goal(s): 1) c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Annual assessments are tied to the Engineering News Record (ENR) cost index and will be adjusted accordingly.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

- A). Deny the resolution to confirm the engineer's report and levy assessments for this assessment district. City staff does not recommend this alternative however, because maintenance costs from this development would then impact other city funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONFIRMING THE }
ANNEXATION OF 855 N. OLIVE AVENUE }
(PARCEL NO. 042-024-051) AND 871 N. }
OLIVE AVENUE (PARCEL NO. 042-024-050), }
TO THE PARCEL MAP 07-06 (KEVIN }
BERGER) LANDSCAPING, LIGHTING, AND }
STREET MAINTENANCE BENEFIT }
ASSESSMENT DISTRICT, CITY PROJECT }
NO. 0747 }

RESOLUTION NO. 2014-

WHEREAS, the City Council of the City of Turlock, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 (the "Acts"), desires to initiate proceedings for the annexation of 855 & 871 N. Olive Avenue into the Parcel Map 07-06 (Kevin Berger) Landscaping, Lighting and Street Maintenance Assessment District (the "District"); and

WHEREAS, the improvements to be installed, constructed, or maintained within the proposed Annexation may include installation, construction, or maintenance of any authorized improvements under the Acts, including, but not limited to, landscaping, Lighting and any facilities which are appurtenant to any of the aforementioned, or which are necessary or convenient for the maintenance or servicing thereof; and

WHEREAS, the Acts limit the requirement for the resolutions, Engineer's Reports, notices of hearing, and right of majority protest under the Acts to the territory included within the annexations; and

WHEREAS, Proposition 218, the Right to Vote on Taxes Act, does hereby require that a notice of the proposed assessments, along with ballots, shall be mailed to all owners of identified parcels within the annexations; and

WHEREAS, the Annexation consists of the area contained in the map incorporated herein by reference; and

WHEREAS, the developer has submitted an individual petition to the City requesting to have the development annexed into the District and formed into a new Annexation; and

WHEREAS, the Developer of the Annexation is the owner of that certain property located in the City of Turlock and has signed a petition and Assessment Ballot in favor of the annexation to the District and has waived all statutory notices of hearing and notice periods and their right of majority protest and noticing requirements, and

WHEREAS, the Engineer of Work has prepared and filed with the City Clerk of the City of Turlock and the City Clerk has presented to the City Council such report entitled, "City of Turlock Consolidated Engineer's Report," for the Annexation of 855 & 871 N. Olive Avenue into the District, and

WHEREAS, the City has prepared and filed with the City Clerk, the diagram attached showing the proposed boundaries of the territory to be formed into the Annexation which is benefited by the construction of the improvements and the amount to be assessed against each of the parcels within the proposed District; and

WHEREAS, the Engineer's report, diagram, and assessments have been filed with the City Clerk and are open to public inspection, and may be referred to for all details regarding the improvements, the boundary of the proposed annexation, the assessments, total costs, and description of the parcels to be assessed; and

WHEREAS, this City Council has examined and considered the diagram, assessments, and the proceedings thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby confirm the Annexation of 855 & 871 N. Olive Avenue into the District as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for fiscal year 2013-2014 for 855 & 871 N. Olive Avenue as annexed to Parcel Map 07-06 (Kevin Berger) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision; and

BE IT FURTHER RESOLVED the City of Turlock has determined and certifies that the charges are either exempt from or are in compliance with all the provisions of Proposition 218 that was passed by voters in November 1996. The City Council of the City of Turlock further determines the charges are in compliance with all laws pertaining to the levy of such charges; and

BE IT FURTHER RESOLVED that a certified copy of this resolution and report shall be delivered to the Tax Collector for the County of Stanislaus.

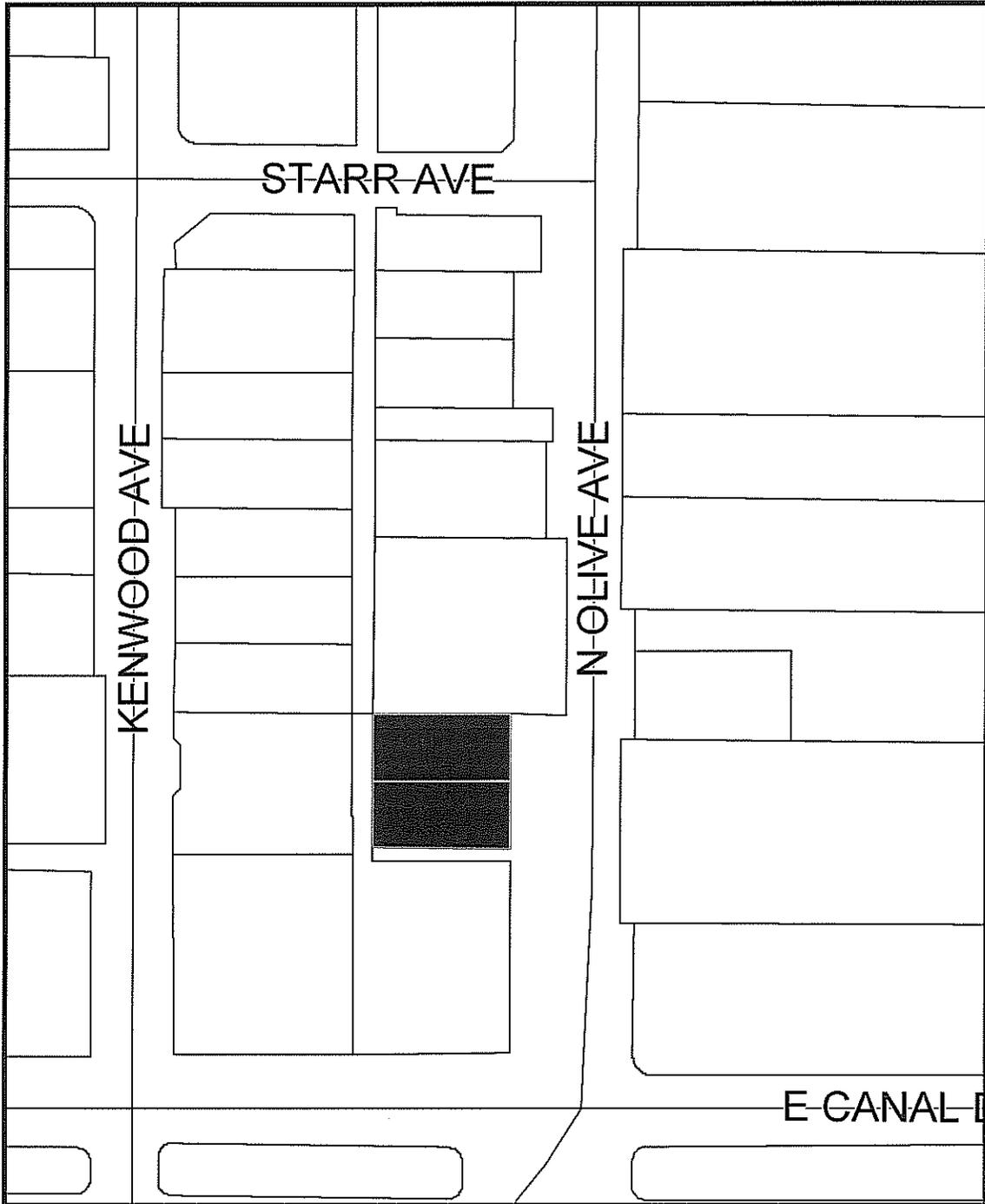
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, by the following votes:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

Site Map
For:
855 & 871 N. OLIVE AVENUE





Council Synopsis

8A

January 28, 2014

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

Prepared by: Eric A. Picciano, PE
Principal Civil Engineer/Chief Building Official

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the Building Department Fee Program report

2. DISCUSSION OF ISSUE:

A report of Building Department revenues as related to Council's 25% reduction in the recommended fees has been prepared in accordance Council's stated wishes.

Attached for your review is the report discussing the Building Department's revenue and projected costs of the 25% fee reduction for the period of the first two quarters of Fiscal Year 2013/2014.

3. BASIS FOR RECOMMENDATION:

A) With approval of the Cost Recovery Fee Schedule at the January 22, 2013 special Council meeting, Council requested a report on the effect of the 25% reduction in Building Department fees.

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 Council requested this report be prepared.



ERIC PICCIANO, P.E.
PRINCIPAL CIVIL ENGINEER, BUILDING OFFICIAL
epicciano@turlock.ca.us

DEVELOPMENT SERVICES
BUILDING & ENGINEERING DIVISIONS
209-668-5520

156 S. BROADWAY, SUITE 150 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5599, Ext. 4422 | FAX 209-668-5563

MEMORANDUM

January 9, 2014

TO: Turlock City Council

FROM: Eric A. Picciano, P.E.
Principal Civil Engineer/Chief Building Official

SUBJECT: WRITTEN REPORT DESCRIBING THE IMPACT OF COUNCIL'S 25%
REDUCTION IN BUILDING DEPARTMENT COST RECOVERY FEES

At the Special Council Meeting of January 22, 2013, Council was presented the results of the Building Department's cost recovery fee study as completed by Willdan Financial Services. After staff's presentation, and public input, Council ultimately approved the cost recovery fee schedule with the stipulation that the scheduled fees be reduced by 25%. At the same time, staff was directed to update Council on the Building Department's revenues as result of the fee study and the subsequent reduction in recommended fees.

As a follow up to Council's recommendations and requirements, the approved fee study was again presented to Council on June 11, 2013. At that meeting, Council was notified that based the previous Fiscal Year of 2011/2012 that the annual costs of the 25% reduction would be the range of \$135,000.

With the conclusion of the first six months of fiscal year 2013/2014, staff now has two complete quarters of data that is not intermixed with the old fee system on which to determine the actual costs of the 25% reduction in fees.

As Council understands, Building Department activity has increased throughout the United States, and the City of Turlock is no exception to that increased activity. In addition, due to Building Code changes which took effect January 1, 2014, some December applications for permits were driven by certain developer's desire to submit plans for review prior to the anticipated Code changes. Therefore, several larger projects were presented to the Building Department in the final weeks of December, 2012. The amount that this may skew data in undeterminable, however, it appears insignificant to the overall income of the first six months of Fiscal Year 2013/2014.

Finally, as shown in the following table, when utilizing the first six months of FY 2013/2014 Building Department revenues as a basis for study, staff has determined that the approximate semiannual costs of Council's 25% fee reduction amount to \$153,877. When this value is extrapolated to an annual basis, staff finds that the 25% reduction in revenues could cost the Building Fund approximately \$308,000.

Building Department Budget Performance

Reporting Period:	July 1, 2013 - December 31, 2013	
	Adopted Budget	YTD Transactions
Building Inspection Services	\$ 345,000.00	\$ 232,180.69
Plan Check Services	\$ 465,000.00	\$ 229,451.06
Total Services Revenue	\$ 810,000.00	\$ 461,631.75
Projected total fees without 25% reduction:		\$ 615,509.00
Determined six month cost of 25% fee reduction:		\$ 153,877.25
Extrapolated annual cost of 25% fee reduction:		\$ 307,754.50



Council Synopsis

8B
January 28, 2014

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

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities
Superintendent

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Combining the Arts Commission and the Parks, Recreation and Community Programs Commission into a single advisory commission consisting of nine (9) members made up of all current commissioners

2. DISCUSSION OF ISSUE:

In the past, the Turlock City Arts Commission was highly active in developing and promoting arts in our community. For a variety of reasons, the level of activity has gone through many ebbs and flows. The inconsistent level of commissioner participation has at times adversely impacted the vitality of the Arts Commission. The commission is currently dealing with a challenge relative to the number of active members. Membership has fallen below the minimum number needed to achieve a quorum. Of the 7 members and 2 alternates, the commission is down to 3 members.

Given the situation, staff has identified a unique opportunity to expand the role of our remaining commissioners and create organizational efficiency. Staff recommends the 3 remaining Arts commissioners be folded into the current Parks, Recreation and Community Programs Commission. This would change the number on the commission from 7 to 9 members. If approved, the Parks, Recreation and Community Programs commissioners would then work to update their by-laws to incorporate an arts component and would identify a revised commission name including a reference to "arts".

By combining all of the current commissioners into a single body the City would expand their role, giving them a richer variety of issues and projects to explore. This recommendation will also provide the City and the community with a more streamlined process and enable staff to work in a more efficient manner. Over the last year, two of the Arts Commission's projects required input from the Parks, Recreation and Community Programs Commission which slowed the process and left questions from both commissions as to which commission should take the lead.

Staff has met with all affected commissioners to gain their input on this proposal. None of the current commissioners have any objection to this proposal and are open to combining the commissions as long as we ensure the arts component is maintained and the parks and recreation components are not adversely impacted.

The City understands our community is passionate about arts in the community and is committed to maintaining this focus. Having an advisory body to evaluate arts related projects and programs is necessary and staff believes we can achieve this through a combined advisory commission. Given the changed role of the Arts Commission and the stronger role played by the Carnegie Arts center, this change would allow the City to participate in promoting arts in the community in a much more manageable and consistent manner, maintaining a public arts component that is much needed in our community.

3. BASIS FOR RECOMMENDATION:

The Turlock City Arts Commission is unable to meet the minimum requirements as per their by-laws. Under section 101 (a): Powers and Duties states the Commission shall encourage, stimulate, promote and foster programs for the cultural enrichment of the City and thereby contribute to the quality of life in Turlock and to develop an awareness in the business community, in local government and in the general public of the value of the arts in Turlock.

Strategic Plan Initiative:

Goal(s): C. Cultural Arts and Tourism

- i) Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities and special events

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Budget Amendment: N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). If Council decides not to combine the remaining members of Turlock City Arts Commission and the current members of the Parks, Recreation, and Community Programs Commission into a single commission, the City will continue to recruit new Arts Commissioners.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF COMBINING THE }
ARTS COMMISSION AND THE PARKS, }
RECREATION AND COMMUNITY }
PROGRAMS COMMISSION INTO A SINGLE }
ADVISORY COMMISSION CONSISTING OF }
NINE (9) MEMBERS MADE UP OF ALL }
CURRENT COMMISSIONERS }
_____ }

RESOLUTION NO. 2014-

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, the role of the Arts Commission is to encourage, stimulate, promote and foster programs for cultural enrichment in the City of Turlock; and

WHEREAS, both Commissions work to enhance the quality of life in Turlock frequently interacting on a variety of projects; and

WHEREAS, the Arts Commission is unable to meet the minimum requirements as per their by-laws; and

WHEREAS, combining the commissions would expand the commissioners' roles, giving them a richer variety of issues and projects to explore.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve combining the Arts Commission and the Parks, Recreation and Community Programs Commission into a single advisory commission consisting of nine (9) members made up of all current commissioners.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 28th day of January, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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