

# City Council Agenda



**FEBRUARY 25, 2014**

**6:00 p.m.**

**City of Turlock Yosemite Room**

**156 S. Broadway, Turlock, California**



Mayor  
**John S. Lazar**

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

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

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

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

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

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

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

1.      **A. CALL TO ORDER**  
  
         **B. SALUTE TO THE FLAG**
  
2.      **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS**  
  
         A.      Proclamation: Go Green Week, February 24 - 28, 2014  
         B.      Recognition: City of Turlock Staff (Hilmar Cheese Processing Plant efforts)  
         C.      Appointments: CDBG Committee (Community Members)  
         D.      Appointment: CDBG Committee (Council Representative)  
         E.      Presentation: PG&E Activity/Findings
  
3.      **A. SPECIAL BRIEFINGS:** None

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**B. STAFF UPDATES:**

1. Vida Vital Update (*Whitmore*)
2. Campaign Contributions (*Bublak/Nascimento*)
3. Off-site Meetings and Election Process (*Wasden*)
4. Bicycle/Pedestrian Safety and Enforcement (*Jackson*)

**C. PUBLIC PARTICIPATION**

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

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

**4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

**5. CONSENT CALENDAR**

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

- A. Resolution: Accepting Demands of 1/23/14 in the amount of \$512,191.84; Demands of 1/30/14 in the amount of \$499,918.60
- B. Motion: Accepting Minutes of Regular Meeting of February 11, 2014
- C.
  1. Motion: Making the determination that City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements," 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 \$107,218.80 (Fund 305) with Marko Construction Group, Inc., Fresno, California, for City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements"
  3. Resolution: Authorizing the transfer of \$129,841 from Fund 305 CFF (Police) reserve to account number 305-40-441.51270 for Project No. 13-25 "Public Safety Training Facility"
- D.
  1. Motion: Making the determination that City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado," is exempt from the provisions of CEQA in accordance with Section 15332
  2. Motion: Awarding bid and approving an agreement in the amount of \$523,330.60 with MCI Engineering of Stockton, California, for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado"
  3. Resolution: Appropriating \$95,000 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Developer Fees from Fund 307 "Northeast Master Plan Area Fees" for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado," to complete the necessary funding required for the project

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- E. 1. Resolution: Approving the “Patterning the Future of Turlock’s Downtown” application for grant funds for the Sustainable Communities Planning Grant and Incentives Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River And Coastal Protection Bond Act of 2006 (Proposition 84)  
2. Motion: Authorizing the City Manager to enter into a sole source professional services agreement with the Local Government Commission without compliance to the formal bid procedure in accordance with the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(2), (b)(3), and (b)(4) upon award of the Sustainable Communities Planning Grant and approval of a future budget amendment
  - F. Motion: Approving a Memorandum of Understanding between the City of Turlock Police Department and Sacramento Valley Hi-Tech Crimes Task Force and authorizing the City Manager to sign such agreement
  - G. Resolution: Utilizing the services of Jeffery Lopes on a temporary basis for the purpose of serving as the Acting Chief of Police for a period of three (3) days beginning March 12, 2014, and ending March 14, 2014
  - H. Motion: Authorizing the City Manager to execute an agreement with Communication Strategies, LLC related to assisting the City of Turlock procure a citywide phone system in an amount not to exceed \$9,360
  - I. Resolution: Appropriating \$3,000 to account number 227-40-135.51011 “Computer Software” from Fund 227 “Public Safety Tax” reserve balance for full mapping of historical Animal Licensing data to be performed by New World Systems

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:**

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

- A. Request to confirm the Benefit Assessment Report and levy assessments for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-45. (*Pitcock*)

***Recommended Action:***

Resolution: Confirming the Benefit Assessment Report and levying assessments for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-45

8. **SCHEDULED MATTERS**

- A. Request to authorize the support of the City of Turlock for the Stanislaus County 2014 Regional Transportation Tax Measure Financial Expenditure Plan (Expenditure Plan). (*Wasden*)

***Recommended Action:***

Resolution: Authorizing the support of the City of Turlock for the Stanislaus County 2014 Regional Transportation Tax Measure Financial Expenditure Plan (Expenditure Plan)

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- B. Request to approve an agreement with the San Jose Earthquakes, LLC for practice field use; authorizing the City to be a designated ticket distribution point and marketing source for Premiere Development League (PDL) soccer games in Turlock; and authorizing the City Manager to sign the agreement and all related documents. (*Van Guilder*)

***Recommended Action:***

***Motion:*** Approving an agreement with the San Jose Earthquakes, LLC for practice field use; authorizing the City to be a designated ticket distribution point and marketing source for Premiere Development League (PDL) soccer games in Turlock for a period of fourteen (14) months, ending May 5, 2015; and authorizing the City Manager to sign the agreement and all related documents

- C. Request to authorize the City Manager to sign the tentative agreement between American Medical Response and Turlock Fire Department for reimbursement costs associated with emergency medical response. (*Lohman*)

***Recommended Action:***

***Motion:*** Authorizing the City Manager to sign the tentative agreement between American Medical Response and Turlock Fire Department for reimbursement costs associated with emergency medical response

- D. Request to amend the City of Turlock Fiscal Year 2013-14 General and Non-General Fund Budgets. (*Wasden*)

***Recommended Action:***

***Resolution:*** Amending the City of Turlock Fiscal Year 2013-14 General and Non-General Fund Budgets

**9. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

**10. COUNCIL COMMENTS**

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

**11. CLOSED SESSION**

- A. *Conference with Legal Counsel – Anticipated Litigation*, Cal. Gov't Code §54956.9(d)(2) "For the purposes of this section, litigation shall be considered pending when any of the following circumstances exist... A point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency."

Potential Cases: (1 case)

Construction claim dispute with Sierra Mountain Construction, Inc. regarding delay claim associated City Project No. 11-41 "Sewer Lift Stations on West Main/Clinton and West Main/Tegner."

**12. ADJOURNMENT**

2A

**IN HONOR OF  
GO GREEN WEEK**

**February 24, 2014 – February 28, 2014**

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

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

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

**NOW, THEREFORE, I, JOHN LAZAR**, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of the entire City Council and all our citizens, do hereby proclaim February 24, 2014 - February 28, 2014 as "**GO GREEN WEEK**" in the City of Turlock and urge all students, residents, educators, and businesses in Turlock to participate in local educational and celebratory activities.

**IN WITNESS WHEREOF, I, JOHN LAZAR**, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 25<sup>th</sup> day of February, 2014.

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

20

**CDBG GRANT SELECTION COMMITTEE**

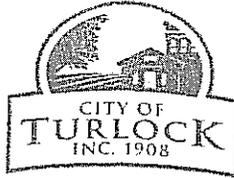
Term Expiration:  
December 31, 2014

2 applicants: (Select 2)

Abe Rojas  
Ashour Badal

The CDBG Grant Selection Committee screens applications from community groups seeking CDBG grant funds and selects which applicants will receive funding each year. It is estimated the Committee will fund approximately \$50,000 in grants this year.

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is February 6, 2014 at 5:00 p.m.



RECEIVED

FEB - 6 2014

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

Office of the

City Clerk

## CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

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

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

Other: CDBG Grant Selection Committee

**CDBG Grant Selection Committee:** If you are appointed by Council to the committee, they will meet all day on March 14, 2014 for the grant selection process.

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

Name: ABE ROWAS

Address: TURLOCK Zip Code: \_\_\_\_\_

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

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

How long have you lived in Turlock? 74 YEARS

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

Occupation: RETIRED

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

Education (highest school year complete, degrees, etc.): 2 1/2 Modesto, Jr. College.

3 1/2 Years Upper Division State College. Graduate Turlock High School

Employment Highlights: Retired Parks & Recreation Director, City of Turlock, 25 years. Represent YCCD Trustee on VIPL/PA Insurance Program

Prior Public Service, if any: All aspect of Community, School, & civic Volunteer.

Advocate for numerous community endeavors,

Currently Turlock RDA Oversight Committee

Present and past community activities and organizations: \_\_\_\_\_

Turlock Chamber of Commerce Leadership, Turlock, Turlock Salvation

Army Advisory Council, <sup>PAST</sup> Turlock Rotary, S.R.'s

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I have 40 plus years of community experience.

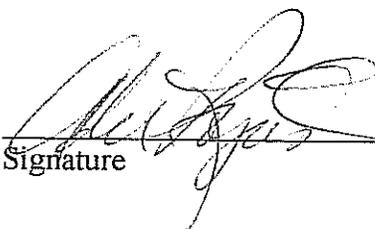
Served 12 1/2 years T.H.S. Board of Education, Currently 18 yrs at

Yosemite Community College District Board of Trustee

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

**Please return to:**

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

  
Signature

2/5/14  
Date

RECEIVED

FEB - 6 2014

Office of the  
City Clerk

The filing deadline for applications to serve on the CDBG Community Grant Selection Committee is February 6, 2014 at 5:00 p.m.



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

**CITIZENS DESIRING TO SERVE THEIR CITY**

Please indicate your preference:

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

Stanislaus County Airport Advisory Committee

Parks, Recreation & Community Commission

Stanislaus County Local Task Force on Solid Waste

Planning Commission

Turlock Mosquito Abatement District Board of Trustees

Development Collaborative Advisory Committee

**Other: CDBG Grant Selection Committee**

**CDBG Grant Selection Committee:** If you are appointed by Council to the committee, they will meet all day on March 14, 2014 for the grant selection process.

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

Name: Ashour Badal

Address:

Zip Code:

Telephone: Home:

Work:

Do you live within the City limits? Yes

Are you registered to vote? Yes

How long have you lived in Turlock? 25 years

Are you, or are you related to, a current City employee? NO  
name and relationship, if not yourself.

If yes, please indicate the person's

Occupation: Campus Dean, CSU, Stanislaus Stockton Center

Business Address:

Zip Code:

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

**Employment Highlights:** As the Chief Administrative Officer for the Stockton campus, responsible for all academic, administrative, and student support programs at the center. Additionally, responsible to lead on the development and management of all operations, strategic planning, human resource, and infrastructure needs for the campus. Responsibilities also include close working relationships with the academic units, university leadership and external partners and constituents.

**Prior Public Service, if any:**

Past service on CDBG Grant Selection Committee.

Served on the search committee for Turlock Chief of Police position.

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

Current member of City of Turlock Planning Commission.

Current member of Turlock Chamber of Commerce Board of Directors.

Current Chair of Board of Directors for Approachable Foster Family Agency.

Graduate of FBI Citizen Academy.

Past counter-terrorism consultant for Department of Justice Commission on Peace Officers Standards and Training.

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

Given my broad knowledge and first hand experience with what is need for Turlock and its communities, I think I am an ideal candidate for this position.

You may submit additional or supplemental information along with this form.  
Please see attached CV.

**Please return to:**

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

  
\_\_\_\_\_  
Signature

2/6/2014  
Date

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }  
OF 1/23/14 IN THE AMOUNT OF \$512,191.84; }  
DEMANDS OF 1/30/14 IN THE AMOUNT OF }  
\$499,918.60 }

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:
1/23/14	\$512,191.84
1/30/14	\$499,918.60

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25<sup>th</sup> day of February, 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

City of Turlock

# Payment Register

From Payment Date: 1/17/2014 - To Payment Date: 1/23/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
96352	01/17/2014	Open			Accounts Payable	AFLAC GROUP INSURANCE	\$3,181.18		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$3,181.18		
96353	01/17/2014	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$815.78		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$815.78		
96354	01/17/2014	Open			Accounts Payable	COMBINED BENEFITS ADMIN-	\$4,470.91		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)			\$4,470.91		
96355	01/17/2014	Open			Accounts Payable	COMBINED BENEFITS ADMIN/	\$1,633.90		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)			\$1,633.90		
96356	01/17/2014	Open			Accounts Payable	FARIA, JAMIE	\$242.00		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$242.00		
96357	01/17/2014	Open			Accounts Payable	NEW MEXICO CHILD SUPPORT ENFORCEMENT DIVISION	\$125.00		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$125.00		
96358	01/17/2014	Open			Accounts Payable	STANISLAUS CTY SHERIFF	\$720.46		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$720.46		
96359	01/17/2014	Open			Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)			\$439.13		
96360	01/17/2014	Open			Accounts Payable	TRANSIT CAPITAL SUPPORT	\$15,137.00		
	Paying Fund			Cash Account					
	426 - Transit - BLAST			426.11000 (Cash)			\$15,137.00		
96361	01/17/2014	Open			Accounts Payable	VISION SERVICE PLAN CA	\$4,603.65		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)			\$4,603.65		
96362	01/17/2014	Open			Accounts Payable	TID	\$13,528.00		
	Paying Fund			Cash Account					

# Payment Register

From Payment Date: 1/17/2014 - To Payment Date: 1/23/2014

96363	420 - WATER 01/23/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	ACCOUNTTEMPS INC	\$13,528.00	Amount
							\$349.80
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$174.90	Amount
96364	420 - WATER 01/23/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	AIRGAS NCN	\$773.95	Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	Accounts Payable	APPLIED INDUST TECH	\$773.95	Amount
96365	01/23/2014 Paying Fund	Open	Cash Account	Accounts Payable	AT&T MOBILITY	\$347.17	Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	Accounts Payable	AT&T MOBILITY	\$844.92	Amount
96366	01/23/2014 Paying Fund	Open	Cash Account	Accounts Payable	BRENCO OPERATING - TEXAS LP	\$2,374.74	Amount
	110 - General Fund		110.11000 (Cash)	Accounts Payable	BRENCO OPERATING - TEXAS LP	\$844.92	Amount
96367	01/23/2014 Paying Fund	Open	Cash Account	Accounts Payable	CAROLLO ENGINEERS	\$2,374.74	Amount
	426 - Transit - BLAST		426.11000 (Cash)	Accounts Payable	CAROLLO ENGINEERS	\$82,696.49	Amount
96368	01/23/2014 Paying Fund	Open	Cash Account	Accounts Payable	CHARTER COMMUNICATIONS	\$82,696.49	Amount
	415 - Sewer Bond Projects		415.11000 (Cash)	Accounts Payable	CHARTER COMMUNICATIONS	\$404.97	Amount
96369	01/23/2014 Paying Fund	Open	Cash Account	Accounts Payable	COMBINED BENEFITS ADMIN C	\$143,197.76	Amount
	110 - General Fund		110.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$49.99	Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$202.48	Amount
	420 - WATER		420.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$42.50	Amount
	501 - Information Technology		501.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$110.00	Amount
96370	01/23/2014 Paying Fund	Open	Cash Account	Accounts Payable	COMBINED BENEFITS ADMIN C	\$143,197.76	Amount
	511 - Health Care		511.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$143,197.76	Amount
96371	01/23/2014 Paying Fund	Open	Cash Account	Accounts Payable	CWEA	\$225.00	Amount
	511 - Health Care		511.11000 (Cash)	Accounts Payable	CWEA	\$225.00	Amount
96372	01/23/2014 Paying Fund	Open	Cash Account	Accounts Payable	DEPT OF HEALTH SERVICES	\$140.00	Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	Accounts Payable	DEPT OF HEALTH SERVICES	\$140.00	Amount
96373	01/23/2014 Paying Fund	Open	Cash Account	Accounts Payable	DEPT OF HEALTH SERVICES	\$140.00	Amount

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From Payment Date: 1/17/2014 - To Payment Date: 1/23/2014

96374	420 - WATER	01/23/2014	Open	420.11000 (Cash)	Accounts Payable	FEDERAL EXPRESS	\$140.00
	Paying Fund			Cash Account			Amount
				110.11000 (Cash)			\$148.77
96375	110 - General Fund	01/23/2014	Open	110.11000 (Cash)	Accounts Payable	FINANCIAL CREDIT NETWORK	\$20.40
	Paying Fund			Cash Account			Amount
				110.11000 (Cash)			\$20.40
96376	110 - General Fund	01/23/2014	Open	110.11000 (Cash)	Accounts Payable	GEOANALYTICAL LAB INC	\$10,322.49
	Paying Fund			Cash Account			Amount
				410.11000 (Cash)			\$9,350.99
				420.11000 (Cash)			\$971.50
96377	410 - WATER QUALITY CONTROL (WQC)	01/23/2014	Open	420.11000 (Cash)	Accounts Payable	GREATER CENTRAL VALLEY COLLECTION SYSTEM COMMITTEE	\$100.00
	Paying Fund			Cash Account			Amount
				410.11000 (Cash)			\$100.00
96378	410 - WATER QUALITY CONTROL (WQC)	01/23/2014	Open	410.11000 (Cash)	Accounts Payable	ITRON INC	\$2,840.97
	Paying Fund			Cash Account			Amount
				420.11000 (Cash)			\$2,840.97
96379	420 - WATER	01/23/2014	Open	420.11000 (Cash)	Accounts Payable	LEHIGH HANSON INC	\$444.46
	Paying Fund			Cash Account			Amount
				217.11000 (Cash)			\$444.46
96380	217 - Streets - Gas Tax	01/23/2014	Open	217.11000 (Cash)	Accounts Payable	NAPA AUTO PARTS	\$26.02
	Paying Fund			Cash Account			Amount
				410.11000 (Cash)			\$26.02
96381	410 - WATER QUALITY CONTROL (WQC)	01/23/2014	Open	410.11000 (Cash)	Accounts Payable	P G & E	\$268.80
	Paying Fund			Cash Account			Amount
				110.11000 (Cash)			\$268.80
96382	110 - General Fund	01/23/2014	Open	110.11000 (Cash)	Accounts Payable	SIEMENS INDUSTRY INC	\$5,388.50
	Paying Fund			Cash Account			Amount
				216.11000 (Cash)			\$5,388.50
96383	216 - Streets - Local Transportation	01/23/2014	Open	216.11000 (Cash)	Accounts Payable	SOUTHWEST SCHOOL &	\$2,601.85
	Paying Fund			Cash Account			Amount
				270.11000 (Cash)			\$2,601.85
96384	270 - Recreation Grants	01/23/2014	Open	270.11000 (Cash)	Accounts Payable	SPRINT	\$621.71
	Paying Fund			Cash Account			Amount
				110.11000 (Cash)			\$180.08
				205.11000 (Cash)			\$49.70

# Payment Register

From Payment Date: 1/17/2014 - To Payment Date: 1/23/2014

217 - Streets - Gas Tax	217.11000 (Cash)			\$45.78
246 - Landscape Assessment	246.11000 (Cash)			\$28.45
270 - Recreation Grants	270.11000 (Cash)			\$20.71
405 - Building	405.11000 (Cash)			(\$8.41)
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$151.46
420 - WATER	420.11000 (Cash)			\$111.67
505 - Fleet	505.11000 (Cash)			\$42.27
96385	01/23/2014	Open	Accounts Payable	\$34,629.09
	Paying Fund		T I D	
			Cash Account	Amount
110 - General Fund	110.11000 (Cash)			\$6,993.95
216 - Streets - Local Transportation	216.11000 (Cash)			\$25,735.42
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$117.01
420 - WATER	420.11000 (Cash)			\$1,782.71
96386	01/23/2014	Open	Accounts Payable	\$166.98
	Paying Fund		TIRE DIST SYSTEM INC	
			Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)			\$166.98
96387	01/23/2014	Open	Accounts Payable	\$30.62
	Paying Fund		TURLOCK TRANSFER INC	
			Cash Account	Amount
110 - General Fund	110.11000 (Cash)			\$30.62
96388	01/23/2014	Open	Accounts Payable	\$42,307.53
	Paying Fund		US BANK-VISA	
			Cash Account	Amount
110 - General Fund	110.11000 (Cash)			\$14,858.37
121 - Tourism-City Share & Econ Devel	121.11000 (Cash)			(\$75.02)
203 - Animal Fee Forfeiture	203.11000 (Cash)			\$469.57
205 - Sports Facilities	205.11000 (Cash)			\$2,050.75
217 - Streets - Gas Tax	217.11000 (Cash)			\$693.93
226 - Traffic Tax	226.11000 (Cash)			\$130.23
246 - Landscape Assessment	246.11000 (Cash)			\$2,040.01
255 - CDBG	255.11000 (Cash)			\$1,924.20
266 - Police Services Grants	266.11000 (Cash)			\$1,834.24
270 - Recreation Grants	270.11000 (Cash)			\$1,042.49
305 - Capital Facility Fees	305.11000 (Cash)			\$479.37
405 - Building	405.11000 (Cash)			\$1,087.88
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$11,325.13
420 - WATER	420.11000 (Cash)			\$909.13
425 - Transit - Dial A Ride	425.11000 (Cash)			\$611.03
426 - Transit - BLAST	426.11000 (Cash)			\$2,106.18
502 - Engineering	502.11000 (Cash)			\$820.04

# Payment Register

From Payment Date: 1/17/2014 - To Payment Date: 1/23/2014

Account Number	Payment Date	Open	Paying Fund	Account Type	Cash Account	Account Name	Amount
96389	01/23/2014	Open	Paying Fund	Accounts Payable	405.11000 (Cash)	VERIZON WIRELESS	\$102.30
96390	01/23/2014	Open	Paying Fund	Accounts Payable	405.11000 (Cash)	WALKER ASSOC INC, LARRY	\$637.50
96391	01/23/2014	Open	Paying Fund	Accounts Payable	410.11000 (Cash)	ZUMAR INDUSTRIES INC	\$671.83
96392	01/23/2014	Open	Paying Fund	Accounts Payable	225.11000 (Cash)	ATRIUM HOTEL IRVINE	\$277.20
96393	01/23/2014	Open	Paying Fund	Accounts Payable	246.11000 (Cash)	ATRIUM HOTEL IRVINE	\$277.20
96394	01/23/2014	Open	Paying Fund	Accounts Payable	110.11000 (Cash)	BARCELOS, VICTOR	\$242.00
96395	01/23/2014	Open	Paying Fund	Accounts Payable	110.11000 (Cash)	CSULB FOUNDATION	\$520.00
96396	01/23/2014	Open	Paying Fund	Accounts Payable	110.11000 (Cash)	HOLIDAY INN EXPRESS ROSEVILLE	\$306.60
96397	01/23/2014	Open	Paying Fund	Accounts Payable	110.11000 (Cash)	KHAMO, NIM	\$120.00
96398	01/23/2014	Open	Paying Fund	Accounts Payable	110.11000 (Cash)	LEEDA	\$150.00
96399	01/23/2014	Open	Paying Fund	Accounts Payable	110.11000 (Cash)	LIONS GATE HOTEL	\$322.23
96400	01/23/2014	Open	Paying Fund	Accounts Payable	110.11000 (Cash)	PACHECO, MIGUEL	\$242.00

# Payment Register

From Payment Date: 1/17/2014 - To Payment Date: 1/23/2014

96401	110 - General Fund 01/23/2014 Paying Fund	Open	Accounts Payable	SRPSTC	\$242.00	\$85.00
	Cash Account				Amount	
96402	110 - General Fund 01/23/2014 Paying Fund	Open	Accounts Payable	ST PIERRE, TERRY	\$85.00	\$120.00
	Cash Account				Amount	
96403	110 - General Fund 01/23/2014 Paying Fund	Open	Accounts Payable	TONARELLI, STACEY	\$120.00	\$57.96
	Cash Account				Amount	
	110 - General Fund				\$57.96	\$512,191.84

Type Check Totals:  
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$512,191.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	52	\$512,191.84	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$512,191.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	52	\$512,191.84	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$512,191.84	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	52	\$512,191.84	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	52	\$512,191.84	\$0.00
	Reconciled	0	\$0.00	\$0.00

City of Turlock

# Payment Register

From Payment Date: 1/17/2014 - To Payment Date: 1/23/2014

Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	52	\$512,191.84	\$0.00

# Payment Register

From Payment Date: 1/24/2014 - To Payment Date: 1/30/2014

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96404	01/27/2014	Open			Utility Management Refund	BOER, SHEILA	\$63.00		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$63.00			
96405	01/27/2014	Open			Utility Management Refund	BRENES, RODERICK N	\$183.90		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$183.90			
96406	01/27/2014	Open			Utility Management Refund	COWART, TAMARA, L	\$105.90		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$105.90			
96407	01/27/2014	Open			Utility Management Refund	HALL, MONICA	\$25.00		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$25.00			
96408	01/27/2014	Open			Utility Management Refund	KARAM, CHRISTOPHER	\$117.90		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$117.90			
96409	01/27/2014	Open			Utility Management Refund	PERAL ROSALES, BERENISE	\$182.90		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$182.90			
96410	01/27/2014	Open			Utility Management Refund	SHAMSHAYOU, STEVEN	\$197.51		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$197.51			
96411	01/29/2014	Open			Accounts Payable	ABS DIRECT INC	\$4,911.69		
	Paying Fund			Cash Account		Amount			
	420 - WATER			420.11000 (Cash)		\$4,911.69			
96412	01/29/2014	Open			Accounts Payable	CSJVRMA	\$159,484.00		
	Paying Fund			Cash Account		Amount			
	512 - Casualty Insurance			512.11000 (Cash)		\$159,484.00			
96413	01/30/2014	Open			Accounts Payable	A & A PORTABLES INC	\$176.00		
	Paying Fund			Cash Account		Amount			

# Payment Register

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96414	301 - Capital Improvement 01/30/2014 Open Paying Fund	301.11000 (Cash) Accounts Payable	A & G SALES PROMOTION LTD	\$176.00
		Cash Account		Amount
	110 - General Fund 01/30/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	ACCOUNTTEMPS INC	\$349.80
		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 01/30/2014 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable	Alr Resources Board-PERP Renewal	\$174.90 \$174.90 \$1,710.00
		Cash Account		Amount
	217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 01/30/2014 Open Paying Fund	217.11000 (Cash) 410.11000 (Cash) Accounts Payable	AIRGAS NCN	\$570.00 \$1,140.00 \$294.15
		Cash Account		Amount
	110 - General Fund 01/30/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	ALLIED WEED CONTROL INC	\$294.15
		Cash Account		Amount
	217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 01/30/2014 Open Paying Fund	217.11000 (Cash) 410.11000 (Cash) Accounts Payable	AT&T / CALNET 2	\$740.89 \$4,554.95 \$4,227.74
		Cash Account		Amount
	110 - General Fund 205 - Sports Facilities 255 - CDBG 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - BLAST 501 - Information Technology 502 - Engineering 505 - Fleet 01/30/2014 Open Paying Fund	110.11000 (Cash) 205.11000 (Cash) 255.11000 (Cash) 405.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 426.11000 (Cash) 501.11000 (Cash) 502.11000 (Cash) 505.11000 (Cash) Accounts Payable		\$3,101.23 \$54.76 \$55.43 \$49.64 \$442.29 \$272.23 \$66.66 \$86.33 \$22.77 \$76.40 \$359.68
		Cash Account		Amount
	110 - General Fund 01/30/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable	AT&T MOBILITY	\$359.68
		Cash Account		Amount
	501 - Information Technology	501.11000 (Cash)		\$196.95

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Account Number	Payment Date	Account Name	Account Type	Account Payable	Amount
96422	01/30/2014	Open	Accounts Payable	ATKINSON, ANDELSON, LOYA, RUUD & ROMO	\$1,754.30
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$1,754.30
96423	01/30/2014	Open	Accounts Payable	AVAYA INC	\$12.07
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$12.07
96424	01/30/2014	Open	Accounts Payable	BALSWICK'S TIRE SHOP INC	\$903.84
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$903.84
96425	01/30/2014	Open	Accounts Payable	CALIF DEPT OF TRANS	\$3,662.21
		Paying Fund	Cash Account		
		216 - Streets - Local Transportation	216.11000 (Cash)		\$3,662.21
96426	01/30/2014	Open	Accounts Payable	CAROLLO ENGINEERS	\$75,993.09
		Paying Fund	Cash Account		
		420 - WATER	420.11000 (Cash)		\$75,993.09
96427	01/30/2014	Open	Accounts Payable	CENTRAL VALLEY CONCRETE	\$788.35
		Paying Fund	Cash Account		
		217 - Streets - Gas Tax	217.11000 (Cash)		\$788.35
96428	01/30/2014	Open	Accounts Payable	CHARTER COMMUNICATIONS	\$454.00
		Paying Fund	Cash Account		
		501 - Information Technology	501.11000 (Cash)		\$454.00
96429	01/30/2014	Open	Accounts Payable	CITY OF MODESTO	\$9,602.00
		Paying Fund	Cash Account		
		420 - WATER	420.11000 (Cash)		\$9,602.00
96430	01/30/2014	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	\$41,492.54
		Paying Fund	Cash Account		
		511 - Health Care	511.11000 (Cash)		\$41,492.54
96431	01/30/2014	Open	Accounts Payable	CONTROLWORX, LLC	\$11,199.96
		Paying Fund	Cash Account		
		410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$11,199.96
96432	01/30/2014	Open	Accounts Payable	CUMMINS PACIFIC LLC	\$4,168.73
		Paying Fund	Cash Account		
		426 - Transit - BLAST	426.11000 (Cash)		\$4,168.73
96433	01/30/2014	Open	Accounts Payable	ENGINEERED FIRE SYST INC	\$360.00
		Paying Fund	Cash Account		
		110 - General Fund	110.11000 (Cash)		\$360.00

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96434	01/30/2014	Open	Accounts Payable	GOMES & SONS INC, JOE M	\$17,174.76
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$9,245.74
	205 - Sports Facilities		205.11000 (Cash)		\$252.12
	217 - Streets - Gas Tax		217.11000 (Cash)		\$1,774.81
	246 - Landscape Assessment		246.11000 (Cash)		\$1,122.84
	405 - Building		405.11000 (Cash)		\$196.61
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$2,060.84
	420 - WATER		420.11000 (Cash)		\$651.29
	425 - Transit - Dial A Ride		425.11000 (Cash)		\$1,712.65
	426 - Transit - BLAST		426.11000 (Cash)		\$83.78
	502 - Engineering		502.11000 (Cash)		\$74.08
96435	01/30/2014	Open	Accounts Payable	GRAINGER INC, W W	\$4,853.36
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$4,824.27
	420 - WATER		420.11000 (Cash)		\$29.09
96436	01/30/2014	Open	Accounts Payable	GROENIGER & CO INC	\$312.11
	Paying Fund		Cash Account		Amount
	205 - Sports Facilities		205.11000 (Cash)		\$312.11
96437	01/30/2014	Open	Accounts Payable	HOWK SYSTEMS INC	\$404.95
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$404.95
96438	01/30/2014	Open	Accounts Payable	JCS PROPERTIES LLC	\$1,265.55
	Paying Fund		Cash Account		Amount
	625 - Successor Agency - LMI		625.11000 (Cash)		\$1,265.55
96439	01/30/2014	Open	Accounts Payable	JORGENSEN & CO INC	\$716.72
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$716.72
96440	01/30/2014	Open	Accounts Payable	LIEBERT CASSIDY & WHITMORE	\$830.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$830.00
96441	01/30/2014	Open	Accounts Payable	MADRUGA BROS ENT INC	\$255.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$225.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$15.00
	420 - WATER		420.11000 (Cash)		\$3.00
	502 - Engineering		502.11000 (Cash)		\$12.00



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95454	270 - Recreation Grants 01/30/2014 Open Paying Fund	270.11000 (Cash)	Accounts Payable	T I D	Amount
	110 - General Fund	110.11000 (Cash)			\$1,725.76
	205 - Sports Facilities	205.11000 (Cash)			\$1,278.90
	216 - Streets - Local Transportation	216.11000 (Cash)			\$13,410.25
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,606.95
	420 - WATER	420.11000 (Cash)			\$34,692.49
	426 - Transit - BLAST	426.11000 (Cash)			\$211.46
	505 - Fleet	505.11000 (Cash)			\$1,360.39
95455	01/30/2014 Open Paying Fund		Accounts Payable	THORSENS INC	\$94.00
	110 - General Fund	Cash Account			Amount
95456	01/30/2014 Open Paying Fund	110.11000 (Cash)	Accounts Payable	TURLOCK CITY TOW INC	\$94.00
	110 - General Fund	Cash Account			Amount
95457	01/30/2014 Open Paying Fund	110.11000 (Cash)	Accounts Payable	TURLOCK DOWNTOWN &	\$937.25
	706 - PBID #2	706.11000 (Cash)			Amount
95458	01/30/2014 Open Paying Fund		Accounts Payable	TURLOCK FAMILY NETWORK INC	\$3,296.39
	255 - CDBG	255.11000 (Cash)			Amount
95459	01/30/2014 Open Paying Fund		Accounts Payable	TURLOCK SCAVENGER/SWEEPIN	\$4,103.60
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			Amount
95460	01/30/2014 Open Paying Fund		Accounts Payable	UNDERWRITERS LAB INC	\$19,931.50
	110 - General Fund	Cash Account			Amount
95461	01/30/2014 Open Paying Fund	110.11000 (Cash)	Accounts Payable	UNIVAR USA INC	\$1,125.00
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			Amount
95462	01/30/2014 Open Paying Fund		Accounts Payable	VAN DE POL ENTERPRISE INC	\$4,002.59
	110 - General Fund	Cash Account			Amount
95463	01/30/2014 Open Paying Fund	110.11000 (Cash)	Accounts Payable	VERIZON WIRELESS	\$430.76
	110 - General Fund	Cash Account			Amount
		110.11000 (Cash)			\$133.98

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95464	502 - Engineering 01/30/2014 Open Paying Fund	502.11000 (Cash) Cash Account	Accounts Payable WESCO DISTRIBUTION INC	\$308.39 Amount	\$1,288.27
95465	302 - Street Light Installation 01/30/2014 Open Paying Fund	302.11000 (Cash) Cash Account	Accounts Payable WEST COAST SAND & GRAVEL	\$1,288.27 Amount	\$976.86
95466	410 - WATER QUALITY CONTROL (WQC) 01/30/2014 Open Paying Fund	410.11000 (Cash) Cash Account	Accounts Payable WESTERN VIEW MOBILE RANCH	\$976.86 Amount	\$2,894.88
95467	625 - Successor Agency - LMI 01/30/2014 Open Paying Fund	625.11000 (Cash) Cash Account	Accounts Payable WESTFORK ESTATES	\$2,894.88 Amount	\$614.60
95468	625 - Successor Agency - LMI 01/30/2014 Open Paying Fund	625.11000 (Cash) Cash Account	Accounts Payable ZALREICH CHEMICAL CO INC	\$614.60 Amount	\$17,754.34
95469	410 - WATER QUALITY CONTROL (WQC) 01/30/2014 Open Paying Fund	410.11000 (Cash) Cash Account	Accounts Payable BOLLINGER SPORTS & LIESURE	\$17,754.34 Amount	\$300.00
95470	110 - General Fund 01/30/2014 Open Paying Fund	110.11000 (Cash) Cash Account	Accounts Payable DHAMI, JESSIE	\$300.00 Amount	\$85.00
95471	110 - General Fund 01/30/2014 Open Paying Fund	110.11000 (Cash) Cash Account	Accounts Payable EDDY, SARAH	\$85.00 Amount	\$224.48
95472	110 - General Fund 01/30/2014 Open Paying Fund	110.11000 (Cash) Cash Account	Accounts Payable EVERETT, RYAN	\$224.48 Amount	\$68.00
95473	246 - Landscape Assessment 01/30/2014 Open Paying Fund	246.11000 (Cash) Cash Account	Accounts Payable FISHER, SONIA	\$68.00 Amount	\$162.00
95474	110 - General Fund 01/30/2014 Open Paying Fund	110.11000 (Cash) Cash Account	Accounts Payable HALL, DAVID	\$162.00 Amount	\$580.00
95475	110 - General Fund 01/30/2014 Open Paying Fund	110.11000 (Cash) Cash Account	Accounts Payable HYATT REGENCY SAN FRANCISCO	\$580.00 Amount	\$500.14
	110 - General Fund	110.11000 (Cash)		\$500.14	

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Payment ID	Payment Date	Open / Paying Fund	Account Type	Account Name	Cash Account	Amount
96476	01/30/2014	Open	Accounts Payable	HYATT REGENCY SAN FRANCISCO		\$500.14
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$500.14
96477	01/30/2014	Open	Accounts Payable	HYATT REGENCY SAN FRANCISCO		\$500.14
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$500.14
96478	01/30/2014	Open	Accounts Payable	JACKSON, ROBERT		\$172.00
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$172.00
96479	01/30/2014	Open	Accounts Payable	JIMENEZ, DARIN		\$68.00
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$68.00
96480	01/30/2014	Open	Accounts Payable	LIEBERT CASSIDY WHITMORE		\$890.00
		Paying Fund				
		410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$890.00
96481	01/30/2014	Open	Accounts Payable	MAHIL, AVNEET		\$300.00
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$300.00
96482	01/30/2014	Open	Accounts Payable	MCROY WILBUR COMMUNITY		\$660.00
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$660.00
96483	01/30/2014	Open	Accounts Payable	NFPA		\$1,254.38
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$1,254.38
96484	01/30/2014	Open	Accounts Payable	NGUYEN, MICHAEL		\$6.63
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$6.63
96485	01/30/2014	Open	Accounts Payable	PACHECO, MIGUEL		\$98.00
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$98.00
96486	01/30/2014	Open	Accounts Payable	PARMLEY, MICHAEL		\$580.00
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$580.00
96487	01/30/2014	Open	Accounts Payable	PORTOLA HOTEL MONTEREY		\$738.29
		Paying Fund				
		110 - General Fund			110.11000 (Cash)	\$738.29

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Check Number	Date	Open/Paying Fund	Account Type	Account Name	Amount
96488	01/30/2014	Open	Accounts Payable	SOUSA, MARY	\$88.00
			Cash Account		
			110.11000 (Cash)		\$88.00
96489	01/30/2014	Open	Accounts Payable	UNIVERSITY SQUARE HOTEL FRESNO	\$480.46
			Cash Account		
			110.11000 (Cash)		\$480.46
96490	01/30/2014	Open	Accounts Payable	UNIVERSITY SQUARE HOTEL FRESNO	\$480.46
			Cash Account		
			110.11000 (Cash)		\$480.46
96491	01/30/2014	Open	Accounts Payable	UNIVERSITY SQUARE HOTEL FRESNO	\$480.46
			Cash Account		
			110.11000 (Cash)		\$480.46
96492	01/30/2014	Open	Accounts Payable	UNIVERSITY SQUARE HOTEL FRESNO	\$480.46
			Cash Account		
			110.11000 (Cash)		\$480.46
96493	01/30/2014	Open	Accounts Payable	WASDEN, ROY	\$228.52
			Cash Account		
			110.11000 (Cash)		\$228.52
96494	01/30/2014	Open	Accounts Payable	WILLIAMS, CASEY	\$60.00
			Cash Account		
			110.11000 (Cash)		\$60.00
96495	01/30/2014	Open	Accounts Payable	WILLIAMS, STEVE	\$88.00
			Cash Account		
			110.11000 (Cash)		\$88.00
96496	01/30/2014	Open	Accounts Payable	YORK, WAYNE	\$500.00
			Cash Account		
			502.11000 (Cash)		\$500.00
Type Check Totals:					\$499,918.60
AP - Accounts Payable Totals					

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$499,918.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00

# Payment Register

From Payment Date: 1/24/2014 - To Payment Date: 1/30/2014

All	Status	Count	Transaction Amount	Reconciled Amount
Total		93	\$499,918.60	\$0.00
	Open	93	\$499,918.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total		93	\$499,918.60	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$499,918.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total		93	\$499,918.60	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	93	\$499,918.60	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
Total		93	\$499,918.60	\$0.00

FEBRUARY 11, 2014  
6:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

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5B

MINUTES  
Regular Meeting  
Turlock City Council

- 
1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 6:04 p.m.  
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.  
ABSENT: None
  - B. **SALUTE TO THE FLAG**
  2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**
    - A. Representatives of Pitman High School and Dutcher Middle School Chapters of Future Business Leaders of America, Alex Aliaga, Ashley Long and Jenner Berryhill provided information about the FBLA including their membership, purpose, and activities such as projects, competitions, business development, and conferences in which they participate.
  3. A. **SPECIAL BRIEFINGS:** None
  - B. **STAFF UPDATES**
    1. Development Services Director Mike Pitcock provided an update on capital projects and building activity, including building permits and inspections for the month of January, Monte Vista Avenue and Colorado Avenue Traffic Signal project, Monte Vista Avenue Rehabilitation project, Columbia Park Restroom project, Golden State Boulevard and F Street Traffic Signal, Public Safety Facility project close out process, and the Public Safety Center's Training Center bid process for utility and site improvement at the corporation yard site.
    2. Police Captain Carl Nielsen provided an update on the proposed business to be located at 755 Wayside Drive including that an application has been requested of Alcohol Beverage Control (ABC), the ABC permitting process, concerns expressed by neighbors, and steps taken to date to address community concerns.
    3. Municipal Services Director Michael Cooke provided an update regarding water issues, including the drought in our region, state snow pack levels, surrounding lake levels, Turlock's increased water use for the month of January, increased enforcement levels as a result of an increase in complaints over excess use of water, and water conservation education information.
  - C. **PUBLIC PARTICIPATION:** None
  4. A. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:**

Councilmember Nascimento requested Consent Calendar Items 5P and 5Q be removed from the consent calendar and considered separately due to a conflict of interest of his wife working for E & J Gallo.

Mayor Lazar noted a green sheet to Public Hearings Item 7A.

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5. CONSENT CALENDAR:

Councilmember Nascimento requested Consent Calendar Items 5P and 5Q be pulled for separate consideration.

**Action:** Motion by Councilmember White, seconded by Councilmember DeHart, to adopt the amended consent calendar. Motion carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

- A. **Resolution No. 2014-026** Accepting Demands of 1/9/14 in the amount of \$1,764,326.61; Demands of 1/16/14 in the amount of \$2,337,272.10
- B. Motion: Accepting Minutes of Regular Meeting of January 28, 2014
- C. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$3,943 (Fund 215) with George Reed Inc., of Modesto, California, for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements"
- D. 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the decreased amount of (\$15,435.20) (Fund 441) for City Project No. 11-29, "Cooper Ave. Storm Drain Line," bringing the contract total to \$510,616.80  
 2. Motion: Accepting improvements for City Project No. 11-29, "Cooper Ave. Storm Drain Line," and authorizing the City Engineer to file a Notice of Completion
- E. 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$7,602.94 (Fund 246) for City Project No. 13-21, "Slurry Seals 2013," bringing the contract total to \$642,468.30  
 2. Motion: Accepting improvements for City Project No. 13-21, "Slurry Seals 2013," and authorizing the City Engineer to file a Notice of Completion
- F. 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) in the amount of \$2,245.74 (Fund 305) for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation," bringing the contract total to \$47,045.74  
 2. Motion: Accepting improvements for City Project No. 13-25A, "Public Safety Training Facility Structure Relocation," and authorizing the City Engineer to file a Notice of Completion
- G. **Resolution No. 2014-027** Considering intention to levy and collect Assessments for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-45
- H. Motion: Accepting improvements for City Project No. 13-54, "Chamber of Commerce HVAC Improvements," and authorizing the City Engineer to file a Notice of Completion
- I. Motion: Accepting notification of Contract Change Order No. 7 in the amount of \$2,189 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to \$2,576,896
- J. Motion: Accepting notification of Contract Change Order No. 6 in the amount of \$756 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,256,344
- K. Motion: Accepting notification of Contract Change Order No. 5 in the amount of \$2,032 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to \$896,855

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- L. Motion: Accepting notification of Contract Change Order No. 4 in the amount of \$65,544.61 (Fund 415) for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline," bringing the contract total to \$13,514,146.69
- M. Motion: Approving multiple service agreements with Madruga Brothers Enterprises, Inc. (dba Fast Track Car Wash) and Prime Shine, Inc. for express car wash services for City owned vehicles for a period of twelve (12) months each, with an aggregate value of \$8,000, in accordance with the terms and conditions set within each agreement
- N. Motion: Approving a service agreement with Turlock City Tow Service, Inc., of Turlock, for vehicle tow services of city owned vehicles, for a period of twelve (12) months, in an amount not to exceed \$7,000
- O. Motion: Approving the Contract renewal between the City of Turlock and the Turlock Umpire Group to officiate adult city league softball games
- P. *Removed for separate consideration*
- Q. *Removed for separate consideration*
- R. Motion: Approving an Agreement between City of Turlock and Microsoft through the reseller Compucom, for the Software Volume Licensing Enterprise Enrollment, for a period of three (3) years, in the amount of \$47,717.35 per year and Software Volume Licensing Select Plus Enrollment, for a period of three (3) years, in the amount of \$1,398.90, for a total of \$147,348.45 at the end of three (3) years, beginning February 1, 2014 through January 31, 2017
- S. **Resolution No. 2014-028** Utilizing the services of Joel Carter on a temporary part-time basis for the purpose of assisting Building Department staff in the continued inspection of major commercial and industrial building construction projects including, but not limited to, the Blue Diamond Growers Almond processing facility, Hilmar Cheese Milk processing facility and the Turlock Sikh Temple expansion

Note: Consent Calendar Items 5P and 5Q were handled concurrently.

**Item 5P**      **Resolution No. 2014-029** Accepting a donation from E & J Gallo Winery in the amount of \$200 and appropriating said funds to account number 266-20-255-356.35720 (Police Explorer Donations)

**Item 5Q**      **Resolution No. 2014-030** Accepting a donation from Modesto Symphony in the amount of \$100 and appropriating said funds to account number 266-20-255-356.35720 (Police Explorer Donations)

**Action:**      Motion by Councilmember White, seconded by Councilmember DeHart, to adopt Consent Calendar Items 5P and 5Q. Motion carried 4/0/1 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Not Participating	Yes	Yes	Yes

6. FINAL READINGS: None

7. PUBLIC HEARINGS

- A. City Attorney Phaedra Norton presented the staff report on the request to amend Turlock Municipal Code Title 2, adding Chapter 12 regarding Campaign Contributions.

Mayor Lazar opened the public hearing.

Mike Harcksen, President of Firefighters Local 2434, spoke on behalf of Local 2434, against the proposed ordinance for reasons including the language definition being unclear with regard to person or entity contributions and that limitations would hinder the ability to deal with City officials.

Rich Borba of JKB Energy spoke against the proposed ordinance for reasons including unknown ramifications and consequences, that it would favor incumbents and discourage new candidates to run for office, and implies morals and ethics being questioned.

Mike Warda spoke against the proposed ordinance for reasons including effects on large and small businesses and citizens, unintended consequences, and asked that Council take more time to consider the ramifications of this item.

John Beckman, Executive Director of Builders Industry Association, Greater Valley Area, spoke against the proposed ordinance for reasons including that campaign limitations can intrude on free speech based upon previous U.S. Supreme Court rulings.

Ryan Schambers spoke regarding the ordinance for reasons including that it would benefit the unknown candidate and would limit the power of unions.

Mayor Lazar closed the public hearing.

Council opposition included the short notice for the public to engage in dialogue, the intent and potential ramifications of the \$2,000 contribution limit, and the implication of unethical practices.

Additional Council discussion included clarification that the purpose of the proposed ordinance is to ensure government business is conducted in an open and transparent manner and does not imply a specific problem exists.

Mayor Lazar asked the City Attorney to meet with Councilmembers Nascimento and Bublak to discuss the proposed ordinance and to report back to Council with an update. Councilmember Bublak requested one or two stakeholders be included.

**Action:** Motion by Councilmember Bublak, seconded by Councilmember DeHart to continue the discussion and convene a subcommittee of City Attorney Phaedra Norton, Councilmember Nascimento, and Councilmember Bublak with a report to be brought back at the February 25, 2014 City Council meeting, and recommendations to be brought back at a public hearing on March 11, 2014. Motion carried 3/2 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	No	Yes	No	Yes

8. SCHEDULED MATTERS:

- A. Sr. Accountant Marie Lorenzi presented the staff report on the request to authorize early repayment of Capital Lease titled "Municipal Project Lease and Option Agreement No. 1520" through Municipal Services Group Inc. (serviced through West America Bank) which provided financing for the construction of the addition to Broadway City hall (occupied by Engineering and Municipal Services) to be funded by the Water Quality Control (Fund 410) and Water (Fund 420) Enterprise Funds and Engineering's portion of the Asset Replacement Fund reserve (Fund 241).

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

**Action:** **Resolution No. 2014-031** Authorizing early repayment of Capital Lease titled "Municipal Project Lease and Option Agreement No. 1520" through Municipal Services Group Inc. (serviced through West America Bank) which provided financing for the construction of the addition to Broadway City hall (occupied by Engineering and Municipal Services) to be funded by the Water Quality Control (Fund 410) and Water (Fund 420) Enterprise Funds and Engineering's portion of the Asset Replacement Fund reserve (Fund 241) was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

- B. Regulatory Affairs Manager Garner Reynolds presented the staff report on the request to adopt the East Stanislaus Integrated Regional Water Management Plan, including highlighting the purpose of the plan, contributors, goals, boundaries, prioritized project list, and next steps of finalizing the plan and beginning implementation.

Mayor Lazar opened the Public Hearing.

Thomas Marshall Penick asked if the plan was available to the public. Mr. Reynolds advised it could be obtained at City Hall.

Nick Pinhey spoke in favor of this item for reasons including that regional collaboration is key to administering a very valuable resource to the community.

Mayor Lazar closed the Public Hearing.

Council discussion included the collaboration and input process of the Plan with Turlock Irrigation District and other irrigation districts.

**Action:** **Resolution No. 2014-032** Adopting the East Stanislaus Integrated Regional Water Management Plan was introduced by Councilmember DeHart, seconded by Councilmember White, and carried 5/0 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
Yes	Yes	Yes	Yes	Yes

C. City Attorney Phaedra Norton presented the staff report on the request to rescind Resolution No. 2007-037 and adopt an updated City of Turlock Code of Conduct for Elected Officials.

Council and staff discussion included the necessity of proposed change, ramifications of such disclosures, protection of due process, and transparency.

Mayor Lazar asked for public comment.

John Beckman, Executive Director of Builders Industry Association, Greater Valley Area spoke in favor of the proposed resolution for reasons including that it promotes full disclosure.

Mike Warda spoke in opposition to the proposed resolution for reasons including that open communication may become restricted and that disclosure of ex parte communications does not promote free speech or free thinking.

Mayor Lazar closed the public comment.

**Action:** **Resolution No. 2014-033** Rescinding Resolution No. 2007-037 and adopting an updated City of Turlock Code of Conduct for Elected Officials was introduced by Councilmember Nascimento, seconded by Councilmember White, and carried 3/2 by the following vote:

Councilmember DeHart	Councilmember Nascimento	Councilmember Bublak	Councilmember White	Mayor Lazar
No	Yes	No	Yes	Yes

**9. COUNCIL ITEMS FOR FUTURE CONSIDERATION**

Councilmember Bublak requested consideration for an update on the status of the Vida Vital mobile food vendor business, traffic enforcement of bicyclists operating carelessly, and reducing staff workload by limiting items not requiring a vote to a presentation only.

Councilmember Nascimento requested consideration for holding an offsite Special City Council meeting in a "town hall" style forum to allow community members to voice concerns.

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**10. COUNCIL COMMENTS:**

Councilmember White recommended Councilmembers read articles regarding local streets and roads, water supply, and housing rehabilitation in the February issue of Western City Magazine.

Councilmember Bublak welcomed back Police Chief Robert Jackson from the FBI Law Enforcement Executive Development Seminar.

**11. CLOSED SESSION: None**

**12. ADJOURNMENT:**

Motion by Councilmember Nascimento, seconded by Councilmember White, to adjourn at 7:58 p.m.  
Motion carried unanimously.

RESPECTFULLY SUBMITTED

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Stacey Tonarelli  
Deputy City Clerk

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## Council Synopsis

5C  
February 25, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Making the determination that City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements," 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 \$107,218.80 (Fund 305) with Marko Construction Group, Inc., Fresno, California, for City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements"

Resolution: Authorizing the transfer of \$129,841 from Fund 305 CFF (Police) reserve to account number 305-40-441.51270 for Project No. 13-25 "Public Safety Training Facility"

### 2. DISCUSSION OF ISSUE:

On January 29, 2014, Three (3) bids were received for City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements." Marko Construction Group, Inc. of Fresno, California, was the lowest responsible bidder with a bid in the amount of \$107,218.80.

Bid Summary:

COMPANY NAME	BID AMOUNT
Marko Construction Group, Inc.	\$107,218.80
BC Construction	\$114,876.72
Haskell & Haskell Engr. & Const. Svs.	\$159,632.92

On June 26, 2007, City Council Adopted the 3-Year Strategic Plan for the Turlock Police Department, approving its inclusion in the overall City Strategic Plan, which identified additional space needs for Evidence/Investigation activities and personnel. February 12, 2008, City Council awarded a contract to WLC Architects of Rancho Cucamonga, California, for the Design and project management of the new temporary modular facility for the Interim Property and Evidence/Investigations, City Project No. 0803 "Interim Police Evidence/Investigation Facility." The temporary

facility was to be utilized until the completion of the Turlock Public Safety Facility, at which time the interim facility would be moved to the Public Safety training grounds at the City's corporation yard. On April 28, 2009, City Council accepted improvements for City Project No. 0803, "Interim Police Evidence/Investigation Facility," and authorized the City Engineer to file a Notice of Completion.

Now that the Turlock Public Safety Facility is occupied by public safety personnel and the interim building has been relocated to the City Corporation yard, the second phase of the project to connect necessary utility services and complete necessary site improvements can proceed with this project.

**3. BASIS FOR RECOMMENDATION:**

- A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.
- B) The relocation of the interim building is consistent with the Police Department Strategic Plan and Growth projections

**Strategic Plan Initiative C. PUBLIC SAFETY**

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

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

**Fiscal Impact:**

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
\$129,840.68	\$107,218.80	\$10,721.88	\$9,400	\$1,500

\$10,000 was transferred from 305 CFF (Police) reserve to line item 305-40-441.51270, by previous Council action, to prepare plans and specifications for the relocation of the interim building. An additional transfer of \$54,600 was executed from Fund 305 CFF (Police) Reserve to line item 305-40-441.51270 for Project No. 13-25 "Public Safety Training Facility" to relocate the structure. Staff now ask for an additional transfer of \$129,841 from Fund 305 CFF (Police) Reserve to line item 305-40-441.51270 for Project No. 13-25 "Public Safety Training Facility" for utility connections and site improvements.

No General Fund money will be used for this project.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

In accordance with Section 15301 of the California Environmental Quality Act (CEQA), this project has been determined to not have an effect on the environment and is categorical exempt from the provisions in CEQA.

**7. ALTERNATIVES:**

A). Reject the bids submitted for this project. Staff does not recommend this alternative because funding is available and the relocation of the structure is consistent with the City Strategic Plan.

**City Project No. 13-25B**  
**Public Safety Training Facility**  
**Utilities and Site Improvements**



# CITY OF TURLOCK BIDDER'S SUMMARY

PROJECT TITLE: Public Safety Training Facility Utilities and Site Improvements  
 PROJECT NUMBER: 13-25B  
 BID OPENING: January 29, 2014  
 1:00 PM

ANTICIPATED COUNCIL AWARD DATE February 25, 2014

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.			1			2			3		
				Unit Price	Total	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$14,929.03	\$14,929.03	\$5,516.72	\$5,516.72	\$8,516.00	\$8,516.00				
2	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00	\$2,559.20	\$2,559.20	\$2,404.84	\$2,404.84	\$2,557.00	\$2,557.00				
3	Remove Existing Improvements	LS	1	\$12,500.00	\$12,500.00	\$1,120.00	\$1,120.00	\$6,291.25	\$6,291.25	\$9,615.00	\$9,615.00				
4	Earthwork	LS	1	\$2,000.00	\$2,000.00	\$1,120.00	\$1,120.00	\$3,323.60	\$3,323.60	\$4,213.00	\$4,213.00				
5	Aggregate Base (Class II)	CY	14	\$125.00	\$1,750.00	\$254.15	\$3,558.10	\$272.78	\$3,818.92	\$212.00	\$2,968.00				
6	Hot Mix Asphalt (PG70-10)	TON	51	\$175.00	\$8,925.00	\$216.16	\$11,024.16	\$232.07	\$11,835.57	\$360.90	\$19,425.90				
7	Minor Concrete (Service Cabinet Founda	LS	1	\$500.00	\$500.00	\$1,386.56	\$1,386.56	\$1,472.96	\$1,472.96	\$1,795.00	\$1,795.00				
8	2'x4' Headerboard	L.F.	91	\$7.50	\$682.50	\$18.31	\$1,666.21	\$19.65	\$1,788.15	\$16.22	\$1,476.02				
9	Sewer Service	LS	1	\$5,620.00	\$5,620.00	\$6,320.16	\$6,320.16	\$8,011.71	\$8,011.71	\$10,395.00	\$10,395.00				
10	1 1/2" Water Service	LS	1	\$3,820.00	\$3,820.00	\$5,053.44	\$5,053.44	\$5,425.31	\$5,425.31	\$7,420.00	\$7,420.00				
11	4" Fire Sprinkler Service	EA	1	\$9,000.00	\$9,000.00	\$13,221.60	\$13,221.60	\$14,194.54	\$14,194.54	\$14,239.00	\$14,239.00				
12	Fire Hydrant, Complete	EA	1	\$4,000.00	\$4,000.00	\$4,248.16	\$4,248.16	\$4,560.77	\$4,560.77	\$5,343.00	\$5,343.00				
13	Communication Conduit	LS	1	\$20,320.00	\$20,320.00	\$8,594.88	\$8,594.88	\$9,227.36	\$9,227.36	\$12,227.00	\$12,227.00				
14	Network Cable	LS	1	\$3,000.00	\$3,000.00	\$3,270.40	\$3,270.40	\$3,511.06	\$3,511.06	\$8,683.00	\$8,683.00				
15	Electrical Service	LS	1	\$16,160.00	\$16,160.00	\$23,184.00	\$23,184.00	\$24,890.05	\$24,890.05	\$35,800.00	\$35,800.00				
16	Guard Post	EA	10	\$300.00	\$3,000.00	\$430.53	\$4,305.30	\$562.19	\$5,621.90	\$613.00	\$6,130.00				
17	Wheel Stop	EA	2	\$125.00	\$250.00	\$95.20	\$190.40	\$102.21	\$204.42	\$104.00	\$208.00				
18	Traffic Striping and Signage	LS	1	\$2,950.00	\$2,950.00	\$907.20	\$907.20	\$973.96	\$973.96	\$2,022.00	\$2,022.00				
19	Modular Building Services	LS	1	\$1,500.00	\$1,500.00	\$560.00	\$560.00	\$1,803.63	\$1,803.63	\$6,600.00	\$6,600.00				
<b>Total =</b>				<b>\$110,977.50</b>	<b>\$107,218.80</b>	<b>\$114,876.72</b>	<b>\$114,876.72</b>	<b>\$159,632.92</b>							

# AGREEMENT

## FOR PUBLIC IMPROVEMENT

Project No. 13-25B

### Public Safety Training Facility Utilities and Site Improvements

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

Marko Construction Group, Inc.  
3675 E. Jensen  
Fresno, CA 93725

hereinafter called "Contractor" on this 25th day of February, 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 A notice was duly published for bids for the contract for the improvement hereinafter described.

C On February 25, 2014, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

### IT IS AGREED AS FOLLOWS:

#### 1. SCOPE OF WORK:

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: mobilization, clearing and grubbing, earthwork, aggregate base, HMA paving, striping, trenching, install water, fire sprinkler, sewer and electrical services and low voltage electrical conduits and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

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

**2. THE CONTRACT:**

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

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

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

**3. SCHEDULE:**

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

**4. EQUIPMENT & PERFORMANCE OF WORK:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements."**

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

**5. CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **One Hundred Seven Thousand Two Hundred Eighteen and 97/100ths Dollars (\$107,218.97)**. Said amount shall be paid in installments as hereinafter provided.

**6. TIME FOR PERFORMANCE:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Thirty (30)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

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

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

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

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

9. **LIQUIDATED DAMAGES:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **One Thousand Five Hundred** and no/100ths Dollars (**\$1500.00**) for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

**10. PERFORMANCE BY SURETIES:**

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

**11. DISPUTES PERTAINING TO PAYMENT FOR WORK:**

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

**12. PERMITS, COMPLIANCE WITH LAW:**

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

**13. SUPERINTENDENCE BY CONTRACTOR:**

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

**14. INSPECTION BY CITY:**

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

**15. EXTRA AND/OR ADDITIONAL WORK AND CHANGES:**

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

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

**16. CHANGE OF CONTRACT PRICE:**

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

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

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

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

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

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

**17. CHANGE OF CONTRACT TIME:**

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

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

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

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

**18. INSPECTION AND TESTING OF MATERIALS:**

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

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

**19. PERMITS AND CARE OF THE WORK:**

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

**20. OTHER CONTRACTS:**

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

**21. PAYMENTS TO CONTRACTOR:**

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

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

**22. CONTRACT SECURITY:**

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

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

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

**24. CONTRACTOR'S INSURANCE:**

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with 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.

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

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

(5) Surety bonds as described below.

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

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

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

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

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

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

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

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

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability policy shall contain, or be endorsed to contain, the following provisions:

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or 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) Builder's Risk (Course of Construction) Insurance: City shall be named as loss payee.
- (f) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.
- (g) Verification of Coverage: Consultant shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right, at any time, to require complete, certified copies of all required insurance policies and endorsements.
- (h) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.
- (i) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- (j) Surety Bonds: Contractor shall provide a Performance Bond and a Payment Bond.

**25. PROOF OF CARRIAGE OF INSURANCE:**

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

**26. WAGES & HOURS OF EMPLOYMENT:**

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

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

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

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

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

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

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

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

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

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

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

**28. PROVISIONS CUMULATIVE:**

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

**29. TAXES:**

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

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

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

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

**30. NOTICES:**

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

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

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

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

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

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**31. INTERPRETATION:**

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

**32. ANTITRUST CLAIMS:**

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

**33. USE OF CITY PROJECT NUMBER:**

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

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

(Attach Contractor's Seal Here)

**CONTRACTOR**

\_\_\_\_\_

Print Name

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Federal Tax ID or  
Social Security Number: \_\_\_\_\_

**CITY OF TURLOCK, a municipal corporation**

\_\_\_\_\_

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

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

ATTEST:

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



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)

**By: X** \_\_\_\_\_

**By: X** \_\_\_\_\_

\_\_\_\_\_  
(Surety)

**By: X** \_\_\_\_\_

**By: X** \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip)

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

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

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**BOND FOR LABOR AND MATERIAL**

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**KNOW ALL BY THESE PRESENTS:**

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "**Agreement for City Project No. 13-25B, "Public Safety Training Facility Utilities and Site Improvements,"**" a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)

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

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

\_\_\_\_\_  
(Surety)

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip)

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

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE } RESOLUTION NO. 2014-  
TRANSFER OF \$129,841 FROM FUND 305 }  
CFF (POLICE) RESERVE TO ACCOUNT }  
NUMBER 305-40-441.51270 FOR PROJECT }  
NO. 13-25 "PUBLIC SAFETY TRAINING }  
FACILITY" }  
}

**WHEREAS**, on June 26, 2007, City Council Adopted the 3-Year Strategic Plan for the Turlock Police Department, approving its inclusion in the overall City Strategic Plan, which identified additional space needs for Evidence/Investigation activities and personnel; and

**WHEREAS**, on February 12, 2008, City Council awarded a contract to WLC Architects of Rancho Cucamonga, California, for the Design and project management of the new temporary modular facility for the Interim Property and Evidence/Investigations, City Project No. 0803 "Interim Police Evidence/Investigation Facility." The temporary facility would be utilized until the completion of the Turlock Public Safety Facility, at which time the interim facility would be moved to the Public Safety training grounds at the City's corporation yard; and

**WHEREAS**, on April 28, 2009, City Council accepted improvements for City Project No. 0803, "Interim Police Evidence/Investigation Facility," and authorized the City Engineer to file a Notice of Completion; and

**WHEREAS**, now that the new Turlock Public Safety Facility is occupied by public safety personnel and the interim building has been relocated to the City corporation yard, City Staff now needs to complete the second phase of the project which includes the installation of utility connections and site improvements; and

**WHEREAS**, the Development Services Department currently needs \$129,841 to complete this project; and

**WHEREAS**, there is funding available in Fund 305 (Police) for this project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the transfer of \$129,841 from Fund 305 CFF (Police) reserve to account number 305-40-441.51270 for Project No. 13-25 "Public Safety Training Facility."

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 25<sup>th</sup> day of February, 2014, by the following vote:

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AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



**Council  
Synopsis**

5A

February 25, 2014

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

Prepared by: Nathan Bray, PE  
Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Motion: Making the determination that City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado," is exempt from the provisions of CEQA in accordance with Section 15332

Motion: Awarding bid and approving an agreement in the amount of \$523,330.60 with MCI Engineering of Stockton, California, for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado"

Resolution: Appropriating \$95,000 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Developer Fees from Fund 307 "Northeast Master Plan Area Fees" for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado," to complete the necessary funding required for the project

**2. DISCUSSION OF ISSUE:**

On February 6, 2014 Staff received ten bids for City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado." MCI Engineering of Stockton, California, was the lowest responsible bidder with a bid in the amount of \$532,330.60.

Bid Summary:

COMPANY NAME	BID AMOUNT
MCI Engineering, Inc.	\$532,330.60
George Reed, Inc.	\$580,590.40
Ross F. Carroll, Inc.	\$604,792.80
Teichert Construction	\$614,139.25
Rolfe Construction	\$694,434.00
Taylor Backhoe	\$696,125.00
Witbro Inc.	\$712,108.00
Martin General Engineering	\$721,566.00
Chester Bross Construction	\$754,345.00
Prism Engineering	\$758,461.65

This project utilizes federal funds from the CMAQ program that are specifically for projects that improve the air quality or provide congestion relief. This project will widen the intersection of Monte Vista Avenue and Colorado Avenue (MVC), install frontage improvements along Colorado Avenue from Monte Vista Avenue to Burman Drive, remove vegetation that is within the right-of-way, install a traffic signal at MVC, restore the pavement surface within the limits of the traffic signal installation, repair the TID underground irrigation line within MVC, and install ADA compliant access ramps at MVC.

**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 funding for this project is comprised of a majority of federal funding (\$778,069) and these funds must be used for this project or the City will forfeit all of these funds.

**Strategic Plan Initiative:** D) MUNICIPAL INFRASTRUCTURE

**Goal(s):** a-iv Streets/Roadways – Identify avenues to address current deficiencies (general fund, grants, ballots initiatives, assessment district)

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

**Fiscal Impact**

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering & Consultant
\$750,000	\$532,330	\$53,233	\$79,437	\$85,000

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

- CMAQ \$655,000
- Northeast Master Plan Area Fees \$95,000

In order to properly account for the funding for this project, Staff requests the following budget amendments:

1. Appropriate \$95,000 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer from Fund 307 "NE Turlock Master Plan – Transportation"; and
2. Transfer \$77,505 from account 307-40-455.51270 "NE Turlock Master Plan Transportation Construction Projects" to account 307-40-455.48001\_201 "Transfers Out, Monte Vista Signal at Colorado"; and

3. Appropriate \$17,495 to account number 307-40-455.48001\_201 "Transfers Out, Monte Vista Signal at Colorado", to be funded from the un-appropriated reserves in Fund 307 NE Turlock Master Plan transportation reserves.

With the approval of these budget adjustments, there will be sufficient funds appropriated in account number 215-40-420.51210 "Intersection Improvements at Monte Vista and Colorado (#0763)" for the anticipated project cost of \$758,399.

No General Fund monies will be used for this project.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

In accordance with 23 CFR 771.117 and based on an examination of this project and supporting information, the State of California Department of Transportation has determined this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment or Environmental Impact Statement. This project is categorical exempt under Section 6004 of 23 CFR 771.117(d): activity (d)(1).

This project is: consistent with the general plan and general plan policies and applicable zoning designations; located within the city limits and does not develop more than five acres; determined to not contain any value as habitat for endangered, rare or threatened species; able to be adequately served by all required utilities; and, if approved, the project will not create any negative effects relating to traffic, noise, air quality or water quality. In accordance with §15332 of the California Environmental Quality Act, this project has been determined to not have an effect on the environment and is categorically exempt for the provisions in CEQA.

**7. ALTERNATIVES:**

- A. Not make a determination in regards to CEQA. Staff does not recommend this alternative as a CEQA determination needs to be made in order move forward with the project.
- B. Reject all bids submitted for this project. Staff does not recommend this alternative because the work needs to be completed and the funding is available specifically for this project.

**CITY OF TURLOCK**  
**BIDDER'S SUMMARY**

PROJECT TITLE: Intersection Improvements at Monte Vista and Colorado

PROJECT NUMBER: 0783

BID OPENING: February 6, 2014

ANTICIPATED COUNCIL AWARD DATE: February 25, 2014



Item #	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		Taylor Backhoe Service, Inc.		Wilco Inc.		Martin General Engineering		Chester Brass Construction		Psm Engineering, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	\$35,000.00	\$35,000.00	\$31,900.00	\$31,900.00	\$10,800.00	\$10,800.00	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$45,000.00	\$45,000.00
2	Construction Project Sign	EA	1	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$3,240.00	\$3,240.00	\$1,700.00	\$1,700.00	\$1,000.00	\$1,000.00	\$3,500.00	\$3,500.00
3	Soil Disturbance Lead Compliance Plan	LS	1	\$2,500.00	\$2,500.00	\$1,650.00	\$1,650.00	\$2,052.00	\$2,052.00	\$2,100.00	\$2,100.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
4	Remove Existing Improvements	LS	1	\$125,000.00	\$125,000.00	\$13,920.00	\$13,920.00	\$8,284.03	\$8,284.03	\$9,000.00	\$9,000.00	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00
5	Remove Thermoplastic Traffic Striping/Markings	LS	1	\$3,500.00	\$3,500.00	\$1,650.00	\$1,650.00	\$5,400.00	\$5,400.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
6	Remove Trees and Shrubs	LB	1	\$15,000.00	\$15,000.00	\$11,878.90	\$11,878.90	\$12,860.00	\$12,860.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
7	Cleaning and Grubbing	LS	1	\$12,500.00	\$12,500.00	\$36,630.00	\$36,630.00	\$39,319.08	\$39,319.08	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00
8	Earthwork	LS	1	\$75,000.00	\$75,000.00	\$22,000.00	\$22,000.00	\$21,708.88	\$21,708.88	\$72,000.00	\$72,000.00	\$80,000.00	\$80,000.00	\$30,000.00	\$30,000.00
9	Storm Drain Pipe (18")	LF	150	\$45.00	\$6,750.00	\$45.03	\$6,754.50	\$102.00	\$15,300.00	\$89.00	\$13,350.00	\$80.00	\$12,000.00	\$100.00	\$15,000.00
10	Storm Drain Pipe (12")	LF	33	\$40.00	\$1,320.00	\$59.65	\$1,968.15	\$91.80	\$3,029.40	\$125.00	\$4,125.00	\$75.00	\$2,475.00	\$85.00	\$2,805.00
11	Storm Drain Manhole	EA	1	\$3,750.00	\$3,750.00	\$1,483.02	\$1,483.02	\$5,400.00	\$5,400.00	\$5,550.00	\$5,550.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00
12	Sanitary Sewer Pipe (8")	EA	24	\$30.00	\$720.00	\$95.33	\$2,287.92	\$70.20	\$1,684.80	\$65.00	\$2,280.00	\$72.00	\$1,728.00	\$150.00	\$3,600.00
13	Sanitary Sewer Lateral	LF	2	\$500.00	\$1,000.00	\$2,712.39	\$5,424.78	\$4,860.00	\$9,720.00	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00	\$2,250.00	\$4,500.00
14	Sanitary Sewer Manhole	EA	1	\$3,500.00	\$3,500.00	\$1,453.11	\$1,453.11	\$5,400.00	\$5,400.00	\$5,700.00	\$5,700.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
15	Potable Water Pipe (2")	EA	41	\$37.50	\$1,537.50	\$48.32	\$1,981.12	\$59.40	\$2,435.40	\$75.00	\$3,075.00	\$64.00	\$2,624.00	\$60.00	\$2,460.00
16	Potable Water Service (1")	LF	3	\$500.00	\$1,500.00	\$1,327.50	\$3,982.50	\$3,780.00	\$11,340.00	\$2,200.00	\$6,600.00	\$2,100.00	\$6,300.00	\$2,000.00	\$6,000.00
17	Water Valve and Fittings	EA	1	\$3,500.00	\$3,500.00	\$772.34	\$772.34	\$5,400.00	\$5,400.00	\$3,300.00	\$3,300.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00
18	TID Irrigation Pipe	LS	195	\$100.00	\$19,500.00	\$90.39	\$18,798.05	\$102.00	\$20,007.00	\$108.00	\$22,670.00	\$77.00	\$15,015.00	\$150.00	\$29,250.00
19	TID Irrigation Fittings and Valve	LF	1	\$3,500.00	\$3,500.00	\$2,464.50	\$2,464.50	\$10,800.00	\$10,800.00	\$3,700.00	\$3,700.00	\$1,000.00	\$1,000.00	\$30,000.00	\$30,000.00
20	Connection to TID Irrigation Line	LS	1	\$6,000.00	\$6,000.00	\$1,908.88	\$1,908.88	\$4,860.00	\$4,860.00	\$5,200.00	\$5,200.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00
21	Minor Concrete (Sidewalk)	LS	3,540	\$4.25	\$15,033.25	\$6.03	\$21,400.47	\$4.27	\$15,154.23	\$5.25	\$18,632.25	\$10.00	\$35,400.00	\$6.50	\$23,068.50
22	Minor Concrete (Driveway)	SF	458	\$8.00	\$3,664.00	\$6.58	\$3,013.64	\$5.82	\$2,673.96	\$18.00	\$8,214.40	\$22.00	\$10,078.00	\$12.00	\$5,496.00
23	Minor Concrete (Curb and Gutter)	SF	744	\$22.00	\$16,368.00	\$33.41	\$24,857.04	\$23.76	\$17,677.44	\$24.25	\$18,042.00	\$41.00	\$30,504.00	\$27.00	\$20,088.00
24	Headerboard	LF	330	\$10.00	\$3,300.00	\$5.07	\$1,671.10	\$13.50	\$4,455.00	\$10.75	\$3,547.50	\$18.00	\$5,940.00	\$10.00	\$3,300.00
25	Access Ramp	LF	4	\$5,000.00	\$20,000.00	\$1,870.00	\$7,480.00	\$1,209.60	\$4,838.40	\$3,350.00	\$13,400.00	\$4,800.00	\$19,200.00	\$2,500.00	\$10,000.00
26	Grinding	EA	2,300	\$2.50	\$5,750.00	\$7.21	\$16,628.20	\$3.59	\$8,278.54	\$4.50	\$10,377.00	\$2.00	\$4,612.00	\$7.00	\$16,142.00
27	HMA	SY	1,360	\$77.00	\$104,720.00	\$104.93	\$142,704.80	\$97.13	\$132,096.60	\$100.00	\$136,000.00	\$85.00	\$115,600.00	\$110.00	\$148,600.00
28	Aggregate Base	TON	652	\$62.00	\$40,424.00	\$78.17	\$50,966.84	\$56.77	\$37,014.04	\$54.50	\$35,534.00	\$65.00	\$42,380.00	\$35.00	\$22,820.00
29	Adjust Frames and Covers to Grade (Sewer)	CY	1	\$600.00	\$600.00	\$550.00	\$550.00	\$702.00	\$702.00	\$600.00	\$600.00	\$500.00	\$500.00	\$950.00	\$950.00
30	Adjust Frames and Covers to Grade (Water)	EA	3	\$600.00	\$1,800.00	\$550.00	\$1,650.00	\$702.00	\$2,106.00	\$600.00	\$1,800.00	\$500.00	\$1,500.00	\$650.00	\$1,950.00
31	Adjust Frames and Covers to Grade (Water)	EA	6	\$200.00	\$1,200.00	\$440.00	\$2,640.00	\$594.00	\$3,564.00	\$400.00	\$2,400.00	\$500.00	\$3,000.00	\$600.00	\$3,600.00
32	Traffic Signal System	EA	1	\$220,000.00	\$220,000.00	\$235,488.00	\$235,488.00	\$225,917.64	\$225,917.64	\$214,000.00	\$214,000.00	\$175,790.00	\$175,790.00	\$218,660.40	\$218,660.40
33	Detail 39	LS	292	\$1.50	\$438.00	\$2.10	\$613.20	\$1.62	\$473.64	\$2.15	\$627.80	\$1.50	\$438.00	\$2.20	\$642.40
34	Detail 1D	LF	478	\$1.50	\$717.00	\$1.16	\$554.48	\$0.86	\$411.08	\$2.15	\$1,027.70	\$0.80	\$382.40	\$2.75	\$1,314.50
35	Detail 3A	LF	431	\$1.50	\$646.50	\$2.51	\$1,081.81	\$2.16	\$930.96	\$2.15	\$926.65	\$2.00	\$862.00	\$3.15	\$1,357.65
36	Detail 39A	LF	186	\$1.00	\$186.00	\$1.81	\$336.66	\$1.08	\$200.88	\$2.15	\$399.90	\$1.00	\$186.00	\$2.20	\$409.20
37	Detail 23	LF	822	\$1.75	\$1,438.50	\$1.81	\$1,478.22	\$1.62	\$1,331.64	\$2.15	\$1,767.30	\$1.50	\$1,233.00	\$6.50	\$5,343.00
38	Detail 39A	LF	301	\$1.00	\$301.00	\$2.64	\$794.64	\$2.18	\$656.18	\$2.15	\$647.15	\$2.00	\$602.00	\$3.00	\$903.00
39	Detail 27B	LF	39	\$1.00	\$39.00	\$4.40	\$174.72	\$1.03	\$42.12	\$2.15	\$83.85	\$1.00	\$39.00	\$3.00	\$117.00
40	12" White Stripe	LF	531	\$3.00	\$1,593.00	\$3.55	\$1,885.05	\$3.24	\$1,720.44	\$3.75	\$1,981.25	\$3.00	\$1,593.00	\$10.00	\$5,310.00
41	Pavement Markings	LF	235	\$3.00	\$705.00	\$6.08	\$1,424.10	\$5.40	\$1,269.00	\$5.75	\$1,351.25	\$5.00	\$1,175.00	\$15.00	\$3,525.00
42	Temporary Traffic Control Plan	SF	1	\$50,000.00	\$50,000.00	\$550.00	\$550.00	\$54,000.00	\$54,000.00	\$15,500.00	\$15,500.00	\$50,000.00	\$50,000.00	\$7,500.00	\$7,500.00
43	Storing	LS	1	\$5,000.00	\$5,000.00	\$880.00	\$880.00	\$2,700.00	\$2,700.00	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$3,500.00	\$3,500.00
44	Bollards	LS	5	\$750.00	\$3,750.00	\$482.00	\$2,410.50	\$594.00	\$2,970.00	\$450.00	\$2,250.00	\$500.00	\$2,500.00	\$650.00	\$3,250.00
45	Erosion Control	EA	1	\$7,500.00	\$7,500.00	\$3,573.10	\$3,573.10	\$5,400.00	\$5,400.00	\$6,200.00	\$6,200.00	\$20,000.00	\$20,000.00	\$3,500.00	\$3,500.00
Total =					\$827,016.76		\$896,125.00		\$712,108.00		\$721,566.00		\$764,345.00		\$759,461.65

**CITY OF TURLOCK**  
**BIDDER'S SUMMARY**

PROJECT TITLE: Intersection Improvements at Monte Vista and Colorado

PROJECT NUMBER: 0763

BID OPENING: February 6, 2014

ANTICIPATED COUNCIL AWARD DATE: February 25, 2014



Item No	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S EST.		MCI Engineering, Inc.		George Reed, Inc.		Ross F. Carroll, Inc.		Tschert Construction		Reife Construction	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization & Demobilization	LS	1	\$35,000.00	\$35,000.00	\$11,285.00	\$11,285.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$32,000.00	\$32,000.00	\$24,624.00	\$24,624.00
2	Construction Project Sign	EA	1	\$1,500.00	\$1,500.00	\$475.00	\$475.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,025.00	\$2,025.00
3	Soil Disturbance Lead Compliance Plan	LS	1	\$2,500.00	\$2,500.00	\$650.00	\$650.00	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$1,750.00	\$1,750.00	\$3,375.00	\$3,375.00
4	Remove Existing Improvements	LS	1	\$125,000.00	\$125,000.00	\$18,275.00	\$18,275.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$2,187.00	\$2,187.00
5	Remove Thermoplastic Traffic Control Markings and Pavement Markings	LS	1	\$3,500.00	\$3,500.00	\$3,885.00	\$3,885.00	\$1.00	\$1.00	\$300.00	\$300.00	\$138.00	\$138.00	\$4,725.00	\$4,725.00
6	Remove Trees and Shrubs	LS	1	\$15,000.00	\$15,000.00	\$11,030.00	\$11,030.00	\$15,000.00	\$15,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00	\$4,988.00	\$4,988.00
7	Clearing and Grubbing	LS	1	\$12,500.00	\$12,500.00	\$1,500.00	\$1,500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$3,618.00	\$3,618.00
8	Earthwork	LS	1	\$75,000.00	\$75,000.00	\$14,700.00	\$14,700.00	\$47,500.00	\$47,500.00	\$68,500.00	\$68,500.00	\$45,000.00	\$45,000.00	\$18,846.00	\$18,846.00
9	Storm Drain Pipe (18")	LF	160	\$45.00	\$6,750.00	\$34.38	\$5,154.00	\$80.00	\$12,000.00	\$64.00	\$12,600.00	\$80.00	\$12,000.00	\$59.00	\$8,700.00
10	Storm Drain Pipe (12")	LF	33	\$40.00	\$1,320.00	\$60.00	\$1,980.00	\$75.00	\$2,475.00	\$78.00	\$2,574.00	\$125.00	\$4,125.00	\$117.00	\$3,861.00
11	Storm Drain Manhole	EA	1	\$3,750.00	\$3,750.00	\$2,400.00	\$2,400.00	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,000.00	\$4,000.00	\$2,444.00	\$2,444.00
12	Sanitary Sewer Pipe (8")	LF	24	\$30.00	\$720.00	\$53.00	\$1,272.00	\$72.00	\$1,728.00	\$76.00	\$1,824.00	\$139.00	\$3,312.00	\$137.00	\$3,288.00
13	Sanitary Sewer Lateral	EA	2	\$500.00	\$1,000.00	\$1,750.00	\$3,500.00	\$3,000.00	\$6,000.00	\$3,100.00	\$6,200.00	\$3,600.00	\$7,200.00	\$2,640.00	\$5,280.00
14	Sanitary Sewer Manhole	EA	1	\$3,500.00	\$3,500.00	\$3,896.00	\$3,896.00	\$4,000.00	\$4,000.00	\$4,200.00	\$4,200.00	\$4,500.00	\$4,500.00	\$2,065.00	\$2,065.00
15	Potable Water Pipe (2")	LF	41	\$37.50	\$1,537.50	\$68.00	\$2,788.00	\$64.00	\$2,624.00	\$67.00	\$2,747.00	\$61.00	\$2,501.00	\$60.00	\$2,460.00
16	Potable Water Service (1")	EA	3	\$500.00	\$1,500.00	\$1,378.00	\$4,134.00	\$2,100.00	\$6,300.00	\$2,200.00	\$6,600.00	\$2,000.00	\$6,000.00	\$315.00	\$2,745.00
17	Water Valve and Fittings	LS	1	\$3,500.00	\$3,500.00	\$1,650.00	\$1,650.00	\$2,000.00	\$2,000.00	\$2,100.00	\$2,100.00	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00
18	TID Irrigation Pipe	LF	195	\$100.00	\$19,500.00	\$96.25	\$18,968.75	\$77.00	\$15,015.00	\$80.00	\$15,600.00	\$60.00	\$11,700.00	\$44.00	\$8,580.00
19	TID Irrigation Fittings and Valve	LS	1	\$3,500.00	\$3,500.00	\$2,450.00	\$2,450.00	\$1,000.00	\$1,000.00	\$1,050.00	\$1,050.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00
20	Connection to TID Irrigation Line	LS	1	\$6,000.00	\$6,000.00	\$3,900.00	\$3,900.00	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$3,900.00	\$3,900.00
21	Minor Concrete (Sidewalk)	SF	3,549	\$4.25	\$15,083.25	\$4.25	\$15,083.25	\$4.00	\$14,196.00	\$4.00	\$14,196.00	\$5.25	\$18,632.25	\$6.00	\$21,294.00
22	Minor Concrete (Driveway)	SF	456	\$8.00	\$3,648.00	\$9.50	\$4,331.00	\$7.00	\$3,206.00	\$5.00	\$2,280.00	\$9.00	\$4,122.00	\$22.00	\$10,078.00
23	Minor Concrete (Curb and Gutter)	LF	744	\$22.00	\$16,368.00	\$23.00	\$17,112.00	\$18.00	\$13,392.00	\$22.00	\$16,368.00	\$29.00	\$21,576.00	\$37.00	\$27,528.00
24	Headerboard	LF	330	\$10.00	\$3,300.00	\$5.50	\$1,815.00	\$6.00	\$1,980.00	\$8.00	\$2,640.00	\$10.00	\$3,300.00	\$3.00	\$2,070.00
25	Access Ramp	EA	4	\$5,000.00	\$20,000.00	\$2,300.00	\$8,800.00	\$1,100.00	\$4,400.00	\$1,100.00	\$4,400.00	\$1,700.00	\$6,800.00	\$2,647.00	\$10,188.00
26	Grading	SY	2,306	\$2.50	\$5,765.00	\$3.60	\$8,301.60	\$4.50	\$10,377.00	\$1.20	\$2,767.20	\$5.00	\$11,530.00	\$6.00	\$13,836.00
27	HMA	TON	1,360	\$77.00	\$104,720.00	\$82.30	\$111,828.00	\$84.00	\$114,240.00	\$98.00	\$133,280.00	\$96.00	\$130,560.00	\$108.00	\$146,880.00
28	Aggregate Base	CY	652	\$62.00	\$40,424.00	\$47.50	\$30,970.00	\$48.00	\$31,296.00	\$46.00	\$29,992.00	\$56.00	\$36,512.00	\$41.00	\$26,732.00
29	Adjusting Frames and Covers to Grade (Storm Drains)	EA	1	\$600.00	\$600.00	\$700.00	\$700.00	\$650.00	\$650.00	\$800.00	\$800.00	\$975.00	\$975.00	\$1,026.00	\$1,026.00
30	Adjust Frames and Covers to Grade (Sanitary)	EA	3	\$600.00	\$1,800.00	\$700.00	\$2,100.00	\$650.00	\$1,950.00	\$600.00	\$1,800.00	\$925.00	\$2,775.00	\$774.00	\$2,322.00
31	Adjust Frames and Covers to Grade (Water)	EA	6	\$200.00	\$1,200.00	\$700.00	\$4,200.00	\$450.00	\$2,700.00	\$600.00	\$3,600.00	\$500.00	\$3,000.00	\$329.00	\$1,974.00
32	Traffic Signal System	LS	1	\$220,000.00	\$220,000.00	\$205,000.00	\$205,000.00	\$198,100.00	\$198,100.00	\$219,000.00	\$219,000.00	\$180,000.00	\$180,000.00	\$294,570.00	\$294,570.00
33	Detail 30	LF	292	\$1.50	\$438.00	\$2.00	\$584.00	\$1.50	\$438.00	\$1.00	\$292.00	\$1.50	\$438.00	\$3.00	\$876.00
34	Detail 10	LF	478	\$1.50	\$717.00	\$2.00	\$956.00	\$0.80	\$382.40	\$0.50	\$239.00	\$1.00	\$478.00	\$3.00	\$1,434.00
35	Detail 38	LF	431	\$1.50	\$646.50	\$2.00	\$862.00	\$2.00	\$862.00	\$1.50	\$646.50	\$2.00	\$862.00	\$3.00	\$1,293.00
36	Detail 39A	LF	186	\$1.00	\$186.00	\$2.00	\$372.00	\$1.00	\$186.00	\$1.00	\$186.00	\$1.00	\$186.00	\$3.00	\$558.00
37	Detail 23	LF	822	\$1.75	\$1,438.50	\$2.00	\$1,644.00	\$1.50	\$1,233.00	\$1.50	\$1,233.00	\$1.50	\$1,233.00	\$3.00	\$2,466.00
38	Detail 38A	LF	301	\$1.00	\$301.00	\$2.00	\$602.00	\$2.00	\$602.00	\$1.50	\$451.50	\$2.00	\$602.00	\$3.00	\$903.00
39	Detail 27B	LF	39	\$1.00	\$39.00	\$2.00	\$78.00	\$1.00	\$39.00	\$0.60	\$23.40	\$1.00	\$39.00	\$3.00	\$117.00
40	12" White Stripe	LF	531	\$3.00	\$1,593.00	\$3.50	\$1,858.50	\$3.00	\$1,593.00	\$2.40	\$1,274.40	\$3.00	\$1,593.00	\$5.00	\$2,655.00
41	Pavement Markings	SF	235	\$3.00	\$705.00	\$5.30	\$1,245.50	\$5.00	\$1,175.00	\$2.60	\$611.00	\$5.00	\$1,175.00	\$7.00	\$1,645.00
42	Temporary Traffic Control Plan	LS	1	\$50,000.00	\$50,000.00	\$1,000.00	\$1,000.00	\$14,000.00	\$14,000.00	\$400.00	\$400.00	\$15,825.00	\$15,825.00	\$675.00	\$675.00
43	Shoring	LS	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$3,200.00	\$3,200.00	\$3,000.00	\$3,000.00	\$2,700.00	\$2,700.00
44	Borings	EA	5	\$750.00	\$3,750.00	\$375.00	\$1,875.00	\$350.00	\$1,750.00	\$400.00	\$2,000.00	\$300.00	\$1,500.00	\$135.00	\$675.00
45	Erosion Control	LS	1	\$7,500.00	\$7,500.00	\$3,900.00	\$3,900.00	\$1,500.00	\$1,500.00	\$9,000.00	\$9,000.00	\$3,600.00	\$3,600.00	\$1,350.00	\$1,350.00
<b>Total =</b>				<b>\$827,918.78</b>	<b>\$827,918.78</b>	<b>\$432,330.80</b>	<b>\$432,330.80</b>	<b>\$680,690.40</b>	<b>\$680,690.40</b>	<b>\$604,702.80</b>	<b>\$604,702.80</b>	<b>\$814,139.25</b>	<b>\$814,139.25</b>	<b>\$684,434.00</b>	<b>\$684,434.00</b>



# AGREEMENT

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## FOR PUBLIC IMPROVEMENT

Project No. 0763

### Intersection Improvements at Monte Vista and Colorado CML-5165(049)

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

MCI Engineering, Inc.  
7207 Murray Drive  
Stockton, CA 95210

hereinafter called "Contractor" on this 25th day of February, 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 A notice was duly published for bids for the contract for the improvement hereinafter described.

C On February 25, 2014, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

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

#### IT IS AGREED AS FOLLOWS:

**1. Scope Of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of: install traffic signal, underground wet utilities, widen intersection, construct minor concrete (curb, gutter, sidewalk driveways), hot mix asphalt

reconstruction and overlay, grinding, traffic striping, clearing and grubbing, earthwork, vegetation removal and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

**2. The Contract:**

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

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

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

**3. Schedule:**

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

**4. Equipment & Performance Of Work:**

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado CML-5165(049)."**

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 **Five Hundred Thirty Two Thousand Three Hundred Thirty and 60/100ths Dollars (\$532,330.60)**. Said amount shall be paid in installments as hereinafter provided.

6. **Time For Performance:**

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

7. **Rights Of City To Increase Working Days:**

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

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

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

**9. Liquidated Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **One Thousand Nine Hundred** and no/100ths Dollars **(\$1,900.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

**10. Performance By Sureties:**

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

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

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

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

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

**13. Superintendence By Contractor:**

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

**14. Inspection By City:**

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

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

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

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

**16. Change Of Contract Price:**

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

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

with the provisions in Section 9-1.03, "Force Account Payment", of the Caltrans Standard Specifications, plus a contractor's fee for overhead and profit as determined by 1.24.B.

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

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

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

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

**17. Change Of Contract Time:**

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

- (a) Additional working days will be awarded where the amount of time is mutually agreed upon by Contractor and Engineer; or
- (b) Additional working days will be awarded where Contractor is prevented from completing any part of the work identified on the critical path and:
  - a. where the delay is caused by acts of public enemy, fire, floods, tsunamis, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials and freight embargos, provided that Contractor shall notify Engineer in writing of the causes of delay within 15 days from the beginning of that delay; or

- b. where the delay is caused by actions beyond the control of Contractor; or
- c. where the delay is caused by actions or failure to act by Engineer.

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

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

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

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

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

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

**20. Other Contracts:**

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

**21. Payments To Contractor:**

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

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

**22. Contract Security:**

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

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

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

**24. Contractor's Insurance:**

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with 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.
  - (4) Surety bonds as described below.
- (b) Minimum Limits of Insurance: Contractor shall maintain limits no less than:
- (1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
  - (3) Workers' Compensation: As statutorily required by the State of California.
  - (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (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.

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

**25. Proof Of Carriage Of Insurance:**

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

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

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

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

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

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

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

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

Substituted materials, or changes in the work, or both, shall be ordered in writing by City Engineer, and the concurrence of the Council shall not be necessary. All

reasonable expenses of such procurement incurred by the City Engineer shall be defrayed by the Contractor; or

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

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

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

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

**28. Provisions Cumulative:**

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

**29. Taxes:**

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

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

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

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

**30. Notices:**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**31. Interpretation:**

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

**32. Antitrust Claims:**

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

**33. USE OF CITY PROJECT NUMBER:**

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

**IN WITNESS WHEREOF**, three identical counterparts of this agreement, consisting of a total of 20 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



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)

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

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

\_\_\_\_\_  
(Surety)

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip)

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

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

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## BOND FOR LABOR AND MATERIAL

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### KNOW ALL BY THESE PRESENTS:

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

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 0763, "Intersection Improvements at Monte Vista and Colorado CML-5165(049),"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)

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

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

\_\_\_\_\_  
(Surety)

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

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

Address: \_\_\_\_\_

\_\_\_\_\_  
(Zip)

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

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

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BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2014-
\$95,000 TO ACCOUNT NUMBER 215-40-	}	
420.51210 "FEDERAL STREET	}	
PROJECTS" TO BE FUNDED VIA A	}	
TRANSFER OF DEVELOPER FEES FROM	}	
FUND 307 "NORTHEAST MASTER PLAN	}	
FEES" FOR CITY PROJECT NO. 0763,	}	
"INTERSECTION IMPROVEMENTS AT	}	
MONTE VISTA AND COLORADO," TO	}	
COMPLETE THE NECESSARY FUNDING	}	
REQUIRED FOR THE PROJECT	}	

**WHEREAS**, the City secured federal CMAQ funds for the installation of a traffic signal and associated intersection improvements; and

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

**WHEREAS**, the Developer Fees are specifically for the use of improvements in the Northeast Master Plan Area; and

**WHEREAS**, these Developer Fees are available for use.

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

1 - Appropriate \$95,000 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer from Fund 307 "NE Turlock Master Plan – Transportation"; and

2 – Transfer \$77,505 from account 307-40-455.51270 "NE Turlock Master Plan Transportation Construction Projects" to account 307-40-455.48001\_201 "Transfers Out, Monte Vista Signal at Colorado"; and

3 – Appropriate \$17,495 to account number 307-40-455.48001\_201 "Transfers Out, Monte Vista Signal at Colorado", to be funded from the un-appropriated reserves in Fund 307 NE Turlock Master Plan transportation reserves.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 25<sup>th</sup> day of February, 2014, by the following vote:

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AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

February 25, 2014

5E

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving the "Patterning the Future of Turlock's Downtown" application for grant funds for the Sustainable Communities Planning Grant and Incentives Program under the Safe Drinking Water, Water Quality and Supply, Flood Control, River And Coastal Protection Bond Act of 2006 (Proposition 84)

Motion: Authorizing the City Manager to enter into a sole source professional services agreement with the Local Government Commission without compliance to the formal bid procedure in accordance with the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(2), (b)(3), and (b)(4) upon award of the Sustainable Communities Planning Grant and approval of a future budget amendment

### 2. DISCUSSION OF ISSUE:

The California Strategic Growth Council has issued its 2013 Request for Proposals for the Sustainable Communities Planning Grant and Incentives Program. Staff is proposing to apply for funding to enhance the Downtown Zoning Regulations by preparing a new Master Plan, Pattern Book, and Implementation Strategy that will result in the establishment of new zoning regulations that promote more compact, infill development in Turlock's Downtown.

In November 2013, the Local Government Commission (LGC) conducted a special workshop with the Planning Commission with special grant funds they had obtained to work with cities and counties to promote sustainable development. LGC contracted with Opticos Design, Inc., to conduct reviews of local ordinances and local workshops. For Turlock, the team conducted field surveys, conducted interviews with local businesses and examined how high rise commercial and residential development could be undertaken without disrupting existing neighborhoods. The workshop attracted more than 30 members of the

public and the recommendations presented by Opticos were very well received by both the Planning Commission and the members of the public who participated in the workshop. Opticos applied their urban design expertise to a small portion of the Downtown area to identify how architectural treatment, building heights, and the public landscape could be used to construct new, higher rise buildings that complemented the historic character of Turlock's Downtown.

Due to the success of this workshop, staff is interested in securing the State grant funds to prepare a master plan for Downtown and update the Downtown zoning regulations. Attached is the preliminary scope of work proposed by staff, the Local Government Commission who in turn will contract with Opticos, a transportation consultant and an economist to carry out the work. The total budget for this work scope is approximately \$480,000. Under the program rules, the City of Turlock qualifies for the special Environmental Justice set aside and, therefore, is not required to provide a local match, so 100% of the funding will come from the State grant.

### **Bidding Procedure Findings**

Staff is proposing to partner with the Local Government Commission to expand on the work the Opticos Design, Inc., began with the November 2013 workshop. This requires that the Council make certain findings to contract with the Local Government Commission without going to competitive bid. The Turlock Municipal Code lists six circumstances under which a competitive bid is not required.

Staff believes that this request meets three of those circumstances:

***TMC 2-7-08(b)(2): Commodity can be obtained from only one vendor.***

The Local Government Commission and Opticos initiated the community visioning process with grant funds they received. Interest in this project was generated through their presentation. Therefore, staff believes that this team is in a unique position to implement the grant proposal.

***TMC 2-7-08(b)(3): Contracts involving the obtaining of professional services or specialized skill.***

Opticos is uniquely qualified in the area of urban design and the development of pattern books. They have extensive experience across the country in this area of planning. The Local Government Commission is a statewide non-profit organization that specializes in community outreach and education. Therefore, this team has specialized skills to carry out the proposed scope of work. In addition, they have been instrumental in preparing the grant materials.

***TMC 2-7-08(b)(4): Where call for bids on a competitive basis is undesirable, impossible, unavailing or incongruous.*** The Local Government Commission and Opticos have laid the groundwork for the

proposed project by holding the community visioning workshop in November. Staff believes that switching to a different consultant team would be incongruous.

**3. BASIS FOR RECOMMENDATION:**

- A. The City of Turlock has been reviewing its Downtown Design Guidelines to find ways to encourage housing and commercial development. Increasing housing intensity in the Downtown planning area is a goal of the new General Plan. The grant proposal will not only promote infill development but will also examine ways to improve public infrastructure to enhance existing and attract new development into Turlock's downtown area.

**Strategic Plan Initiative: F. INTELLIGENT, PLANNED, MANAGED GROWTH**

- Goal(s):**
- a. Ensure all growth adds value to the current and future community
  - e. Create long-term, value-added plan for In-fill
  - f. Ensure all growth and development reflects balanced land use through the General Plan implementation which will address future growth and development

- Actions:**
- a. General Plan implementation

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

- Goal(s):**
- a. Community Infrastructure

Strive to:

- i) Provide safe and well-maintained sidewalks for the citizens of Turlock through the City of Turlock's Sidewalk Repair Program
- ii) Maintain and promote the City's Urban Forest and Street Tree Program
- iii) Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees
- iv) Provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize
- v) Provide safe and well-maintained streets for the citizens of Turlock
- vi) Complete pedestrian/recreational and bicycle path

- vii) Identify future recreational facilities through the General Plan Update and feasibility studies

- Actions:**
- a. Continually seek grant and sponsorship funding.
  - b. Develop and maintain partnerships with other City departments, service clubs, local businesses and other governmental agencies to leverage resources and expand our ability to serve the community

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

**Fiscal Impact:** The grant would pay for the entire cost of the proposal. No General Fund revenues or matching funds would be required.

**Budget Amendment:** If the State awards the grant funds to the City, a budget amendment would be required.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

The action is not a project subject to CEQA review.

**7. ALTERNATIVES:**

- A). The City Council may choose not to authorize staff to apply for these grant funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE	}	RESOLUTION NO. 2014-
"PATTERNING THE FUTURE OF TURLOCK'S	}	
DOWNTOWN" APPLICATION FOR GRANT	}	
FUNDS FOR THE SUSTAINABLE	}	
COMMUNITIES PLANNING GRANT AND	}	
INCENTIVES PROGRAM UNDER THE SAFE	}	
DRINKING WATER, WATER QUALITY AND	}	
SUPPLY, FLOOD CONTROL, RIVER AND	}	
COASTAL PROTECTION BOND ACT OF 2006	}	
(PROPOSITION 84)	}	

**WHEREAS**, the Legislature and Governor of the State of California have provided funds for the program shown above; and

**WHEREAS**, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

**WHEREAS**, said procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State; and

**WHEREAS**, the applicant, if selected, will enter into an agreement with the State of California to carry out the development of the proposal.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Turlock:

1. Approves the filing of an application for the "Patterning the Future of Turlock's Downtown" in order to become a sustainable community; and
2. Certifies that applicant understands the assurances and certification in the application; and
3. Certifies that applicant or title holder will have sufficient funds to develop the Proposal or will secure the resources to do so; and
4. Certifies that the Proposal will comply with any applicable laws and regulations; and
5. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 25<sup>th</sup> day of February, 2014, by the following vote:

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AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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

## **SUSTAINABLE COMMUNITITES PLANNING GRANT APPLICATION**

**By:** City of Turlock and the Local Government Commission

**Title:** Patterning the Future of Turlock's Downtown

### **Project Description:**

The City of Turlock proposes to create a master plan and pattern book, including zoning regulations and implementation program, to promote higher density residential and commercial development in its historic downtown. Turlock's Downtown encompasses a roughly twelve city block area bounded by Canal on the north, D Street on the south, Laurel on the west and Minaret on the east – the City's jurisdictional boundary in the early 1920's. The downtown area consists of the historic retail core that runs along Main Street surrounded by a mix of single family neighborhoods, car lots, heavy commercial and industrial uses, and a number of vacant lots. Homes in this area were largely constructed between 1887 and 1945, and are typically valued under \$100,000. Household income for the census tract in which the downtown is located averages approximately \$39,000 per year- 25% lower than the rest of the City. Poverty rates in this area are 42% higher at 22.4% compared to the rest of the City at 15.7%. The downtown planning area lies within a census tract that falls in the highest 10% of Statewide scores according to the CalEnviroScreen methodology.

The project is a critical component of the City's General Plan to reduce greenhouse gas emissions by creating a walkable and transit-oriented center utilizing more compact development. It will also help to revitalize the decaying public infrastructure within the City's urban core. Central to the proposal is the preparation of a "pattern book" – an innovative technique used successfully to rebuild New Orleans after Hurricane Katrina ("Louisiana Speaks: Pattern Book") - to guide development of residential, commercial, and mixed use development projects and improvements in the public realm. The pattern book provides a way to easily visualize future buildings and landscapes that preserve a community's unique character through architectural and urban design by providing illustrations and diagrams that City leaders, staff, and the public can use to evaluate and condition future development proposals.

Another unique element of this proposal is the preparation of a market analysis of Turlock's downtown development potential that will be used to evaluate the economic feasibility of various development types. This analysis will be used to identify, evaluate, and prepare recommendations on overcoming regulatory and financing barriers to attract and facilitate development in Turlock's Downtown. A detailed implementation strategy will be prepared outlining the steps to address both land use and financing of both private and public investments.

The project includes several opportunities to engage the broader regional community, outside the City of Turlock, in understanding the issues, challenges, and opportunities for downtown development that are available to communities in the San Joaquin Valley.

The regional forums will discuss the financing challenges for downtown development, provide an overview of the pattern book approach to planning for downtowns, and engage local elected officials to help them better understand the issues and approaches that can work best in the Valley.

### **Primary Grant Objectives:**

Intensification of Turlock's Downtown is a core goal of the City's new General Plan and the draft Sustainable Communities Strategy developed by StanCOG. The General Plan calls for higher density residential and commercial development in the City's downtown to reduce vehicle miles of travel and thereby reduce greenhouse gas emissions. The three grant objectives that are most directly served by this proposal are:

- Increase infill and compact development
- Reduce automobile usage and fuel consumption
- Promote equity

### **Public Outreach:**

The proposal includes opportunities to engage the Turlock community in developing the master plan. The process will be initiated with focus groups of key agencies and stakeholders in the downtown development process. Three interactive community workshops will be held to provide input on the plan at three important milestones in the plan's formation: 1) the overall framework for the master plan; 2) the preliminary pattern book concepts; and 3) the implementation and financing program.

- Focus groups with key agencies and stakeholders
- 3 Interactive Community Workshops
- 1 Mobile Workshop

### **Broad Civic Engagement and Education:**

The proposal includes three regional workshops to engage the elected officials, developers, financial institutions, public agency staff, and the general public to raise awareness on the issues facing development in the Valley's downtowns:

- Regional Workshop on Innovative Development Financing for Downtown Development
- Pattern Book Fact Sheet
- Regional presentation to Elected Officials

**Final Products:**

- Final Downtown Turlock Master Plan
- Final Downtown Pattern Book and Zoning Regulations
- Final Downtown Economic Implementation Strategy

**Budget:** Approximately \$480,000

**Schedule:** 24 months



## Council Synopsis

February 25, 2014

5F

From: Robert A Jackson, Chief of Police

Prepared by: Nino Amirfar, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving a Memorandum of Understanding between the City of Turlock Police Department and Sacramento Valley Hi-Tech Crimes Task Force and authorizing the City Manager to sign such agreement

### 2. DISCUSSION OF ISSUE:

The High Technology Theft Apprehension and Prosecution Program partially funds the Sacramento Valley Hi-Tech Crimes Task Force (Task Force). The mission of the Task Force is to remove high technology, intellectual property, and identity theft criminals from our community. Through joint cooperation and coordination, the Task Force will seek out, arrest and prosecute those individuals who commit various forms of high technology, intellectual property and identity theft crimes.

The Sacramento County Sheriff's Department is the coordinator of the program and will coordinate all efforts between allied agencies who are members of the Task Force. The Task Force will also provide resources including education and training for the allied member agencies and provide educational information for business community.

### 3. BASIS FOR RECOMMENDATION:

- A. A Memorandum of Understanding is required in order for the Turlock Police Department to become an allied agency member.
- B. By becoming a member agency additional training and educational resources will be available to the Turlock Police Department at no cost.

#### Strategic Plan Initiative B. FISCAL RESPONSIBILITY

- Goal(s): c. ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus

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

**Fiscal Impact:** None

**Budget Amendment:** None

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

None

**7. ALTERNATIVES:**

A). Deny request for acceptance of Memorandum of Understanding

**High Technology Theft Apprehension and Prosecution Program  
Sacramento Valley Hi-Tech Crimes Task Force  
MEMORANDUM OF UNDERSTANDING**

**Parties**

The Sacramento Valley Hi-Tech Crimes Task Force is a partially funded through the High Technology Theft Apprehension and Prosecution Program.

This Memorandum of Understanding is entered into by and between the following agencies:

Turlock Police Department and the Sacramento County Sheriff's Department.

Nothing in this Memorandum of Understanding should be construed as limiting or impeding the basic spirit of cooperation that exists between the participating parties.

**Purpose**

The purpose of this Memorandum of Understanding (MOU) is

- 1) to outline the mission and procedures of the Sacramento Valley Hi-Tech Crimes Task Force (hereinafter referred to as "Task Force"); and
- 2) to formalize relationships between the participating agencies.

**Mission**

The High Technology Crime Program is designed to remove high technology, intellectual property, and identity theft criminals from our community. The program is created on the premise that the ability of law enforcement to properly investigate and prosecute high technology-related and identity theft crimes will have far reaching effects on a wide variety of criminal activities, including computer component theft, gray marketing of technology, narcotic trafficking, gambling, Internet-related crimes, telecommunication fraud, intellectual property theft, and identity theft. The mission of the Task Force will be to arrest and successfully prosecute individuals engaged in these criminal pursuits to create a safer community for the overall Sacramento region. To that end, the participating agencies agree on this MOU and execute this document concerning the formation of the Task Force. The participating agencies jointly and separately agree to abide by the terms and provisions of this MOU throughout the duration of the joint operation.

**Goals**

The High Technology Crime Program will:

- 1) identify, investigate, arrest, and assist in the prosecution of individuals who commit various forms of high technology, intellectual property, and identity theft crimes;
- 2) similarly target those individuals who are suspected of being currently engaged in high technology, intellectual property, and identity theft criminal activity or who demonstrate (i.e., gang or organized crime association) a propensity to do so;
- 3) surveil those suspected of having committed a high technology, intellectual property, or identity theft crime or series of crimes to establish probable cause to arrest them;



- 4) maintain communications with the participating agencies and other divisions of the Sacramento County Sheriff's Department to realize maximum effective use of the Task Force's resources and minimize the chances of damage or interference with any other program;
- 5) coordinate these efforts with allied agencies who request assistance while working toward similar targets or goals;
- 6) provide education to the public, business representatives, and law enforcement officers relative to current criminal trends and prevention techniques; and
- 7) provide additional education to law enforcement officers relative to investigative techniques.

### **Procedures**

The Sacramento County Sheriff's Department will assign a captain and a lieutenant to administer the program, and assign sergeants to provide immediate supervision. The Task Force will include personnel from local, state, and federal agencies who have expressed a desire to participate as members of the unit. The manpower of the Task Force will fluctuate according to the number of persons each agency is able to provide. The Task Force will work closely with prosecutors representing the participating agencies.

Targets of the program will include those individuals who are candidates for vertical prosecution at either the state or federal level.

Targets will be selected by:

- 1) screening and identifying leaders of organized groups,
- 2) screening of wanted subjects,
- 3) identification of individuals by law enforcement agencies, the high technology industry, the insurance industry, and financial businesses, and
- 4) analysis and other methodology.

### **Composition of the Task Force**

The Task Force will initially consist of sworn law enforcement officers/agents or prosecutors from each participating agency. Each agency agrees to provide at least one officer/agent or prosecutor to represent their agency on the Task Force. It is understood that other agencies who subsequently join the Task Force may participate on a full-time or part-time basis. Names and contact information for allied agencies participating on the Task Force will be kept on file at the Task Force office.

**Policy and Direction**

The policy and direction of the Task Force will be consistent with and governed by the Mission, Goals, and Procedures statements of this document. Direction of field investigative personnel will be administered by the Sacramento County Sheriff's Department and shall not be outside the scope of the policies and procedures of the participating agencies.

**Confidential Information**

It is understood that any confidential information relating to investigations or proprietary business systems, processes, or information will only be shared with participating Task Force members or other law enforcement agencies having a "need to know."

**Location**

The Task Force will operate from physical space leased by the Sacramento County Sheriff's Department. The Sacramento County Sheriff's Department agrees to provide office space, equipment and supplies necessary to carry out the administrative operation of the Task Force. Turlock Police Department personnel will remain in the City of Turlock.

**Program Coordinator**

Program coordination will be administered by a captain or lieutenant assigned to the Hi-Tech Crimes Division of the Sacramento County Sheriff's Department.

**Supervision**

Supervision of the sworn personnel assigned to the Task Force will be the responsibility of sergeants assigned to the Hi-Tech Crimes Division of the Sacramento County Sheriff's Department. For the purposes of this contract, personnel employed by the Turlock Police Department will be supervised by the Turlock Police Investigations Sergeant or his/her designee. The sergeants will determine the assignment of activities, will review all reports, and will reserve the authority to approve or deny requests for overtime.

**Resources**

- **Support**  
Each participating agency agrees to make available its resources in support of this program.
- **Vehicles**  
Each agency will supply vehicles for its participating personnel. The Sacramento Sheriff's Department will provide parking space.
- **Communication Equipment**

The Sacramento Police Department and Sacramento County Sheriff's Department agree to provide the Task Force with radios with both SSD and SPD frequencies. Each participating agency will supply their personnel with their agency's radios, pagers and cellular phones, if available.

- **Safety Equipment**

Each participating agency will ensure that any representative assigned to the Task Force has all necessary safety equipment including, but not limited to, a ballistic protective vest, a handgun, handcuffs, etc.

### **Evidence/Seizure Forfeiture**

All seized evidence will be handled in a manner consistent with the Sacramento Sheriff's Department policy. Any evidence seized by the Sacramento Valley Hi-Tech Crimes Task Force which is not returned to an identified victim will be directed back to the High Technology Theft Apprehension and Prosecution Program Task Force. Once the evidence has cleared all judicial and administrative forfeiture proceedings, they are considered "Project Revenue" and must be used in support of the goals and objectives of the grant.

### **Personnel and Administrative Matters**

- **Shooting Investigations**

In the event of a shooting incident, it is agreed that the department in whose jurisdiction the shooting occurred will conduct the primary shooting investigation. The affected agencies may also conduct their own parallel investigations regarding the shooting according to their own policies and guidelines.

- **Statistical Reporting**

All agencies operating under this MOU agree to submit statistical information on cases investigated, forensic examinations completed, technical assistance provided, training attended, training provided, and case convictions to the Task Force on a monthly basis. All statistical reports for the month will be due to the Task Force no later than five days after the following month. For example, statistical reports for the month of January will be due to the Task Force no later than February 5<sup>th</sup>.

- **Records and Reports**

All Task Force investigative records will be maintained at the Sacramento County Sheriff's Department. Agency representatives are expected to forward copies of their reports to their agencies. All investigative information will be available to each of the participating law enforcement agencies.

- **Prosecution**

When necessary, case-by-case analysis will be performed on each potential prosecution (with conferral with the U.S. Attorney's office and the applicable District Attorney's Office) to determine whether the case will be prosecuted at the state or federal level. The criteria for the decision will be based upon which court system would be of greatest benefit to the overall objective of the Task Force and upon the guidelines and policies of the prosecutorial agencies.

- **Media Relations**

In cases of significant public interest, joint press releases may be made. Information regarding routine apprehensions may be furnished to the press by the lead agency and each agency's Press Information Officer will be notified. An annual report summarizing Task Force activities will be provided to each participating agency. All participating federal agencies will coordinate all press releases with the U.S. Attorney's Office.

- **Liability**

Each agency shall assume the responsibility and liability for the acts and omissions of its own officers, agents, employees, or volunteers in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of the other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own personnel that occur within the scope of their official duties.

The provisions contained herein include any violation of applicable law, ordinance, regulation, or rule, including where the claim, loss, damage, charge or expense was caused by deliberate or willful acts of any agency, or any of its agents, officers, or employees in its, or their performance hereunder.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The agencies shall establish procedures to notify the other agencies where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The agencies shall cooperate in the defense of such actions brought by others with respect to the matters covered in this MOU. Nothing set forth in this memorandum of

understanding shall establish a standard of care for, or create any legal rights in, any person not a party to this MOU.

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with this MOU, and obtain and keep in force insurance or equivalent programs of self-insurance, for general liability, professional liability, workers' compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

- **Non-waiver**

Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

- **Modification**

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the authorized parties hereof.

- **Counterparts**

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

- **Captions**

The headings or captions to the Articles of this MOU are not a part of the MOU and shall have no effect upon the construction or interpretation of any part thereof.

- **Severability**

If any term, covenant, or condition of this MOU is held by a court of competent jurisdiction to be invalid, the remainder of this MOU shall remain in full force and effect.

- **Ambiguities**

The parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against any other party.

- **Governing Law**

The interpretation and enforcement of the MOU shall be governed by the laws of the State of California, and where applicable, by federal law. The parties agree to submit any disputes arising under the MOU to a court of competent jurisdiction located in Sacramento, California.

- **Terms of Agreement**

It is agreed that this Memorandum of Understanding will be in force from July 1, 2013, through June 30, 2016. Either party may, without cause, withdraw from this contract upon providing at least ninety day notice.

- **Integration**

This MOU embodies the entire agreement of the parties in relation to the scope of services herein described, and no other agreement or understanding, verbal or otherwise, exists between the parties with the exception of contracts assigned pursuant to the issuance of high technology grant funds.

\_\_\_\_\_  
 SCOTT R. JONES  
 Sheriff  
 Sacramento County Sheriff's Department

\_\_\_\_\_  
 Agency Head Name:  
 Title:  
 Agency:

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

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

Contact Information	Contact Information
<b>Contact Person:</b> Lieutenant Jody Anderson	<b>Contact Person:</b> Sergeant Mike Morgan
<b>Mailing Address:</b> P.O. Box 214327 Sacramento, CA 95821	<b>Mailing Address:</b> 244 N. Broadway Turlock, CA 95380
<b>Phone:</b> (916) 874-3007	<b>Phone:</b> 209 664-7322
<b>FAX:</b> (916) 874-3006	<b>FAX:</b> 209-668-5656
<b>Email:</b> jlanderson@sacsheriff.com	<b>Email:</b> mmorgan@turlock.ca.us



## Council Synopsis

5G  
February 25, 2014

From: Robert A. Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Utilizing the services of Jeffery Lopes on a temporary basis for the purpose of serving as the Acting Chief of Police for a period of three (3) days beginning March 12, 2014, and ending March 14, 2014

### 2. DISCUSSION OF ISSUE:

The Command and Supervisory staff of the Turlock Police Department is scheduled to attend an out of town team building workshop beginning March 12, 2014, and ending March 14, 2014. Jeffery Lopes retired from the Turlock Police Department as a Police Captain in December of 2013. There is a need for a qualified individual with specialized skills to serve for a limited duration in a command and supervisory role during the absence of the Command and Supervisory Police staff.

Recent changes to the California Public Employee Retirement System (CALPERS), requires that a retiree serve a 180 day wait period prior to being allowed to work for a CALPERS agency with the following exceptions:

Government Code TITLE 1. DIVISION 7. MISCELLANEOUS [6000. - 7598.]  
CHAPTER 21.

#### Public Pension and Retirement Plans

7522.56(f) A retired person shall not be eligible to be employed pursuant to this section for a period of 180 days following the date of retirement unless he or she meets one of the following conditions:

- (4) The retiree is a public safety officer or firefighter.

Additionally, CALPERS Publication 33 stipulates certain conditions must all be met in order for an appointment to move forward. These are:

Appointee has specialized skills needed to perform work of limited duration or the employment is needed during an emergency to prevent stoppage of public business.

Temporary employment will not exceed 960 hours in a fiscal year (July 1st through June 30th).

The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate.

Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

Jeffery Lopes meets each of these required conditions and will be paid approximately eight hours per day at a rate of \$72.20 per hour for three days.

**3. BASIS FOR RECOMMENDATION:**

Jeffery Lopes will be hired as a temporary employee to serve as the Acting Chief of Police beginning March 12, 2014, and ending March 14, 2014.

**Strategic Plan Initiative A. EFFECTIVE LEADERSHIP**

**Goal(s):** 1(c). Hire, develop and retain the best and most qualified employees

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

**Fiscal Impact**

Funding will is available within G/L 110/20-200.41002\_000 (Part Time Help – General).

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION: N/A**

**7. ALTERNATIVES:**

Reject the recommendation to hire Jeffery Lopes on temporary basis.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF UTILIZING THE }  
SERVICES OF JEFFERY LOPES ON A }  
TEMPORARY BASIS FOR THE PURPOSE }  
SERVING AS THE ACTING CHIEF OF }  
POLICE FOR A PERIOD OF THREE (3) }  
DAYS BEGINNING MARCH 12, 2014, AND }  
ENDING MARCH 14, 2014 }

RESOLUTION NO. 2014-

**WHEREAS**, the Command and Supervisory Staff of the Turlock Police Department is scheduled to attend an out of town team building workshop beginning March 12, 2014, and ending March 14, 2014; and

**WHEREAS**, Jeffery Lopes retired from the Turlock Police Department as a Police Captain in December of 2013; and

**WHEREAS**, there is a need for a qualified individual with specialized skills to serve for a limited duration in a command and leadership role during the absence of the Command and Supervisory Police staff; and

**WHEREAS**, recent changes to the California Public Employee Retirement System (CALPERS), requires that a retiree serve a 180 day wait period prior to being allowed to work for a CALPERS agency with the limited exceptions; and

**WHEREAS**, pursuant to Government Code TITLE 1. DIVISION 7. MISCELLANEOUS [6000. - 7598.] CHAPTER 21. Public Pension Retirement Plans 7522.56 (f)(1 - 4), section 7522.56 (f)(1) serves as the applicable exception for this request: "The employer certifies the nature of this employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employer in a public meeting. The appointment may not be placed on a consent calendar."; and

**WHEREAS**, CALPERS Publication 33 stipulates certain conditions must all be met in order for an appointment to move forward. These conditions are:

Appointee has specialized skills needed to perform work of limited duration or the employment is needed during an emergency to prevent stoppage of public business.

Temporary employment will not exceed 960 hours in a fiscal year (July 1st through June 30th).

The compensation cannot exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate.

Retired annuitants cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and

**WHEREAS**, Jeffery Lopes possesses specialized skills to serve for a limited duration as the Acting Chief of Police; and

**WHEREAS**, Jeffery Lopes' employment will not exceed 960 hours in a fiscal year; and

**WHEREAS**, Jeffery Lopes will receive compensation of \$72.20 per hour for approximately eight (8) hours per day for three (3) days beginning March 12, 2014, and ending March 14, 2014, which is less than the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate; and

**WHEREAS**, Jeffery Lopes will not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate; and

**WHEREAS**, funding for this position will be from Fund 110-20-200.41002\_000 (Part Time Help – General). A fund appropriation will be before Council as a midyear budget amendment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize utilizing the services of Jeffery Lopes on a temporary basis for the purpose of serving as the Acting Chief of Police for a period of three (3) days beginning March 12, 2014, and ending March 14, 2014.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 25<sup>th</sup> day of February, 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

February 7, 2014

5 H

From: Diana Lewis, Technical Services Manager

Prepared by: Audrey Cray, Payroll Coordinator

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to execute an agreement with Communication Strategies, LLC related to assisting the City of Turlock procure a citywide phone system in an amount not to exceed \$9,360

### 2. DISCUSSION OF ISSUE:

Staff recommends approval of the contract with Communication Strategies, LLC for services to assist in the process of procuring a new Citywide Phone System. Communication Strategies will put together a Strategic Plan to determine what the City's needs are and will conduct an onsite needs analysis in order to prepare the RFP for the formal bidding process.

### 3. BASIS FOR RECOMMENDATION:

All contracts require the review of the City Attorney, City Manager and Council. The time required to adequately do a discovery as to the telephony needs of the City as a whole is quite substantial and currently our IT Department does not have the appropriate time such a project requires. Communication Strategies has done this work for other agencies in our area with great success at a much lower cost and has been successful in providing a better analysis of user needs than staff could. Approving the contract with Communication Strategies, LLC will ensure that the City receives the best possible telephony solution.

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact: \$9,360**

Currently budgeted in account 242-204.51015\_011 "Network Phone System"

### 5. CITY MANAGER'S COMMENTS:

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A). Deny approval of contract and IT Staff will need to proceed with discovery and analysis to find new Phone System which will push other imperative City projects behind on their timelines. City Staff does not recommend this.



**AGREEMENT FOR SPECIAL SERVICES**  
**between**  
**CITY OF TURLOCK**  
**and**  
**Communication Strategies**  
**for**  
**Technology Consulting Services**

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**THIS AGREEMENT** is made this 4th day of February, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Com-Strat, LLC**, an LLC, hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

**WHEREAS**, in accordance with California Government Code §37103, CITY has a need for telephony technology consulting 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 \_\_ as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit \_\_ 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 nine thousand three hundred sixty and 00/100<sup>ths</sup> Dollars (\$9360.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning upon council approval and City Manager signature and ending when consulting is complete and City has purchased a telephone system, 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 (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), 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:

Charles N. Vondra  
Charles N. Vondra  
Manager  
PHONE: 707-963-5418  
FAX: ~~707-963-5418~~ 650-745-0627

for CITY:

CITY OF TURLOCK  
ATTN: \_\_\_\_\_  
ENGINEERING DIVISION  
156 SOUTH BROADWAY, SUITE 150  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5599 Ext. \_\_\_\_\_  
FAX: (209) \_\_\_\_\_

34. **PERFORMANCE BY KEY EMPLOYEE:** CONSULTANT has represented to CITY that Peter Bologan will be the person primarily responsible for the performance of the services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONSULTANT. CONSULTANT therefore agrees that Eighty percent (80%) or more of the time to be devoted to the project that is the subject of this Agreement will be that of the above-named person.

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

**CITY OF TURLOCK, a municipal corporation**

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

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

**ComStrat, LLC**

By: Charles N. Vondra

Title: Manager

Print name: Charles N. Vondra

Date: 2/4/2014

APPROVED AS TO FORM:

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

ATTEST:

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





## Proposal for Technology Consulting Services

For



Presented to:

Carlo Grossman, Senior IT Analyst

October 17, 2013

## PROJECT OVERVIEW

“In the heart of California’s Central Valley, Turlock is the second largest city in Stanislaus County with a population which has grown steadily from 13,992 in 1970 to over 69,000 today. Home of California State University Stanislaus (CSUS), Turlock provides an unusual opportunity to combine a quality learning environment with relaxed rural living” - (City of Turlock website).

The City of Turlock is currently operating on a 3COM manufacturer discontinued VoIP solution at three City sites. All sites are connected by City owned fiber. There are approximately 300 devices used today along with some analog station ports. Trunking is a mix of PRI with back up Analog copper trunking. There is no enhanced ACD system with reporting at this time. The 911 system is in the new facility managed by AT&T and is not part of the scope of this project. Analog lines are cross connected into the 911 dispatch from the 3COM system.

The 3COM system is expected to no longer receive manufacturer support at the end of October 2013. A prolonged outage could pose a significant disruption in the City of Turlock’s business activities as well as pose a security risk for the community.

This replacement may require a Needs Analysis, creation of a Request for Proposal and a public bidding and procurement process.

The City of Turlock wishes to acquire a replacement VoIP system that will continue to provide them with current VoIP features and technology solutions that are important to the City, yet have an extended life cycle. They would like to acquire a system that is reliable and manufacturer supported for at least 10 to 20 years.

The Key Drivers are:

- 4 year old 3com system is reaching end of support status at the end of October, leaving Turlock in a vulnerable situation
- The City has a budget of approximately \$125,000
- VoIP ready infrastructure
- Preliminary discussions with telecom vendors have been in progress
- System must meet existing the functional requirements
- System should have a 10 year minimum useful life

## COMMUNICATION STRATEGIES OVERVIEW

### COMPANY

Communication Strategies is a technology consulting company specializing in the design, strategic planning, technology acquisition and project deployment of enterprise unified communications and data

network infrastructure. Established in 1987, we have become a recognized leader serving Clients' domestic and global technology requirements. Because we are independent consultants, our Clients value from wide industry experience, objective expertise, unbiased recommendations and cost effective solutions. We typically help about 15-20 Clients purchase about \$6,000,000 worth of Unified Communications, LAN and WAN equipment per year. Additionally, we assist in contracting for over \$5,000,000 in services – PRI, SIP, long distance, internet, MPLS, metro-Ethernet, data center collocation, etc.

Our consultants have an average of 25 years' experience in the industry. Experience includes: interconnect senior management, systems and network engineering, telecom management, project management, installation & maintenance, and account management for local, national and global companies. Our Clients include:

- Stanislaus County Office of Education
- Sequoia Union High School District
- Portola Valley School District
- City of Manteca
- City of Tracy
- Turlock Irrigation District
- Stanford University
- JFK University
- Foothill De Anza Community Colleges
- Napa Valley Community College

## SERVICES

- Strategic Planning – Determine a short, medium, and long term plan to mitigate current issues and build a roadmap for future technology needs - including systems platforms, network requirements, budgets, timelines and return on investment.
- Design, Recommendation & Implementation - Conduct needs analysis, develop RFP specifications, provide objective analysis and manage successful system(s) implementation.
- Voice Over IP - Design and implementation of enterprise networks and customer premise equipment including Unified Communications. We can provide a high level VoIP readiness assessment to assist with project budgeting.
- Call Center Consulting - Manage revenue objectives, customer satisfaction and staffing expenses through effective call flow design and call center technologies.
- Technology Infrastructure Consulting – Data/Telecom infrastructure design and budgeting for equipment room(s), Web hosting/Co-location, space planning, electrical & back-up power, air conditioning, fire suppression, flooring, and inside/outside cable plant design. Includes everything from initial budgets, CAD drawings, RFP generation, project management and as-built documentation.

- WAN Network Design – Develop efficient, economic and disaster resilient network design for single to multi-office national & global networks.
- Business Continuity – Develop customized Business Continuity plans including teleworking, number forwarding and geo-redundancy.
- Relocations – Telephone System moves, cabling requirements, server room/data center moves, floor plans, as-built drawings, telephone company orders, Internet/WAN requirements, project management, budget creation and tracking.
- Telephone Expense Auditing – We reduce telecommunications expenses by performing a complete telco inventory, bill analysis and contracts evaluation. Cost reductions and or refunds are identified, negotiated and implemented.
- Telecommunications Management – Performing telecom management services and responsibilities on an outsourced contract basis.

## METHODOLOGY

Communication Strategies assigns a team to work together towards successful project completion. This approach allows for single point of contact for project tasks and communications while providing subject matter expertise where needed. Each project team consists of:

- Principal in Charge – A principal of Communication Strategies who supports the Project Manager
- Project Manager – Senior consultant to act as single point of contact through all project phases
- Technical Specialist – Senior consultants with specific knowledge of certain technologies

Communication Strategies has developed an innovative approach to the Needs Assessment/Evaluation/Project Management process for telecommunications systems. The process represents a continuous work flow that allows each phase to easily leverage off information gathered in the previous phases. The results of this approach include:

- Efficiencies generated allow us to reduce overall project costs to Clients
- Objective rating and scoring system makes it easy to articulate and justify recommendations
- System is designed to prevent disputes and challenges from the vendor community
- System allows Clients to help develop evaluation weighting to insure the best long term solution is identified and selected

## SCOPE OF WORK

1. Conduct an on-site Needs Assessment
2. Obtain an understanding of the City's purchasing requirements
3. Identify the optimal purchasing strategy (public bid/CalNet etc.)
4. Prepare RFP for a formal bidding process or technical specifications if an alternative purchasing strategy is identified



5. Identify a pool of viable solution providers
6. Assist in managing the RFP communication process
7. Review proposal responses
8. Prepare proposal evaluation summary

We can accomplish the above within 40 hours, or \$7,800.00, Optional Contact Center Application would require an additional 8 hours total for \$1,560.00

<b>BASE PROJECT FEES</b>	<b>\$7,800.00</b>
<b>OPTION FOR CONTACT CENTER:</b>	<b>\$1,560.00</b>



# Agreement for Technology Consulting

This agreement between Communication Strategies (Com-Strat, LLC) and The City of Turlock is for the purpose of technology consulting services.

## SCOPE OF WORK

Communication Strategies shall perform services per the attached Scope of Work.

**PHASE 1 &2 FEES** **\$7,800.00**

## TERMS

All local travel and normal expenses are included in our hourly rate. Communication Strategies will submit invoices monthly for work performed and payment is net 30 days. .

## ACCEPTANCE

The City of Turlock  
156 S Broadway #116  
Turlock, CA 95380

Com-Strat, LLC  
1176 Starr Ave.  
St. Helena, CA 94574

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

Name \_\_\_\_\_

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

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

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

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

Phase	Task	Qty.	Hours	Labor Rate	Total	Travel	Task Total
<b>1</b>	<b>Design/RFP</b>						
	Prepare Project binder/Workbook	1	2	\$ 195.00	\$ 390.00	\$ -	\$ 390.00
	Project Kick off/ IT review	1	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
	Review LAN/WAN Topos	1	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
	Review Telco design	1	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
	Survey MDF and IDF's	1	3	\$ 195.00	\$ 585.00	\$ -	\$ 585.00
	Departmental Interviews	0	0	\$ -	\$ -	\$ -	\$ -
	Misc. Q&A	0	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
	User Survey generation and analysis	0	0	\$ -	\$ -	\$ -	\$ -
	LAN component included in RFP	0	0	\$ -	\$ -	\$ -	\$ -
	Option: Advanced Mobility Functionalty	0	0	\$ -	\$ -	\$ -	\$ -
	Option: Advanced Unified Communications	1	2	\$ 195.00	\$ 390.00	\$ -	\$ 390.00
	Option: Advanced Wireless Communications	0	0	\$ -	\$ -	\$ -	\$ -
	Identify VoIP readiness issues	1	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
	Develop RFP technical specifications	1	4	\$ 195.00	\$ 780.00	\$ -	\$ 780.00
	Schedule A,B,C review	1	2	\$ 195.00	\$ 390.00	\$ -	\$ 390.00
	Develop weighting, scoring matrix	1	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
<b>2</b>	<b>Evaluation/Selection Phase</b>						
	Conduct bidders conference	1	3	\$ 195.00	\$ 585.00	\$ -	\$ 585.00
	Assist with bidder Q&A	1	2	\$ 195.00	\$ 390.00	\$ -	\$ 390.00
	Read RFP responses/ generate bidder questions	1	5	\$ 195.00	\$ 975.00	\$ -	\$ 975.00
	Participate in technical evaluation/scoring	1	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
	Participate in Short List Decision Process and Justification	1	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
	Demo Coordination and Agenda preparation	1	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
	Participate in bidder presentations	1	3	\$ 195.00	\$ 585.00	\$ -	\$ 585.00
	Presentation review meeting	1	1	\$ 195.00	\$ 195.00	\$ -	\$ 195.00
	Presentation review follow up	0	0	\$ 195.00	\$ -	\$ -	\$ -
	Coordinate and consult on Best and Final Offer	0	0	\$ 195.00	\$ -	\$ -	\$ -
	Evaluate contract and SoW for industry best practice	1	2	\$ 195.00	\$ 390.00	\$ -	\$ 390.00
	Optional presentation to Management Board	1	2	\$ 195.00	\$ 390.00	\$ -	\$ 390.00
	<b>Grand total</b>		40				\$ 7,800.00
	Option: Phase 1 Complex Call Center, IVR, Database Integration	1	4	\$ 195.00	\$ 780.00	\$ -	\$ 780.00
	Option: Phase 2 Complex Call Center, IVR, Database Integration	1	4	\$ 195.00	\$ 780.00	\$ -	\$ 780.00
	<b>Grand total</b>		8			\$ -	\$ 1,560.00



## Council Synopsis

51  
February 25, 2014

From: Julie Burke, Senior Accountant

Prepared by: Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Appropriating \$3,000 to account number 227-40-135.51011 "Computer Software" from Fund 227 "Public Safety Tax" reserve balance for full mapping of historical Animal Licensing data to be performed by New World Systems

### 2. DISCUSSION OF ISSUE:

On January 28, 2014 the City Council approved an agreement with New World Systems for the purchase of Animal Licensing Software. Part of the process of moving our software to New World Systems is the conversion of historical data. We had been in discussions with New World about the cost of them doing all the mapping of data versus our own Information Technology staff doing the mapping. The agreement approved by the City Council included the price for New World Systems to perform full mapping of the historical data between our current software system and the New World Systems software, but the appropriation in Resolution 2014-019 did not reflect the full funding to cover the cost of such duties.

### 3. BASIS FOR RECOMMENDATION:

Because of the current special project workload, as well as day to day troubleshooting and maintenance of our many technological systems, our Information Technology staff is working at full capacity. To add a mapping project such as this one would inflict a hardship on the staff and their ability to deliver services on a timely basis to the Departments. After going through the experience of doing our own mapping when we converted our Utility Billing historical data, we chose to have New World Systems map the Payroll historical data when we went live with that module. We are asking for the same consideration as we move forward to use New World Systems for Animal Licensing and the approval of an additional \$3,000 for the mapping costs.

**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 - \$3,000.00**

**Budget Amendment:** Appropriate \$3,000 to 227-40-135.51011 "Computer Software" from Fund 227 "Public Safety Tax" reserve balance.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

**7. ALTERNATIVES:**

A). Council may deny the funding to have New World Systems perform full mapping of the historical data. Staff does not recommend this, as adding the burden to our Information Technology Staff will affect their ability to deliver services to the Departments.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }  
\$3,000 TO ACCOUNT NUMBER 277-40-135. }  
51011 "COMPUTER SOFTWARE" FROM }  
FUND 227 "PUBLIC SAFETY TAX" }  
RESERVE BALANCE FOR FULL MAPPING }  
OF HISTORICAL ANIMAL LICENSING DATA }  
TO BE PERFORMED BY NEW WORLD }  
SYSTEMS }  
\_\_\_\_\_ }

RESOLUTION NO. 2014-

**WHEREAS**, on January 28, 2014 the City Council approved an agreement with New World Systems for the purchase of Animal Licensing software. Part of the process of migrating our system to New World Systems software is the conversion of historical data; and

**WHEREAS**, current special project workload and day to day duties maintaining the many City of Turlock technological systems has the Information Technology staff working at full capacity. Adding the additional duties of mapping the Animal Licensing historical data would compromise their ability to deliver services to the Departments on a timely basis; and

**WHEREAS**, the City of Turlock engaged New World Systems in mapping of historical Payroll data when we went live with the Human Resources and Payroll module in January 2013. Staff is proposing having New World Systems perform full mapping duties of Animal Licensing historical data.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby appropriate \$3,000 to account number 227-40-135.51011 "Computer Software" from Fund 227 "Public Safety Tax" reserve balance for New World Systems to perform full mapping of Animal Licensing data.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 25<sup>th</sup> day of February, 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

**ATTACHMENT A**

<b>New World Proposal - January 2014</b>				
	<b>Time &amp; Attendance</b>	<b>Animal Licensing</b>	<b>Leave Management</b>	<b>Total</b>
Software	\$ 7,200.00	\$ 8,400.00	\$ 9,000.00	\$ 24,600.00
Training	\$ 3,600.00	\$ 3,600.00	\$ 3,600.00	\$ 10,800.00
Interface Installation	\$ 4,200.00			\$ 4,200.00
File Conversion (Full Mapping)		\$ 9,000.00		\$ 9,000.00
File Conversion-IT Staff		\$ 3,000.00		\$ 3,000.00
SSMA	\$ 1,920.00	\$ 2,240.00	\$ 2,400.00	\$ 6,560.00
Travel Expenses	\$ 2,200.00	\$ 2,200.00	\$ 2,200.00	\$ 6,600.00
	\$ 19,120.00	\$ 28,440.00	\$ 17,200.00	\$ 64,760.00
	<b>110-20-200.47363 Technology</b>	<b>227-40-135.51011 Computer Software</b>	<b>240-00-000-200.51005_002 Financial Software</b>	



## Council Synopsis

7A

February 25, 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: Confirming the Benefit Assessment Report and levying assessments for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-45

### 2. DISCUSSION OF ISSUE:

This item is the third resolution, a public hearing, in the formation of a benefit assessment district for the new Sutter Gould Medical Foundation development 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, authorizing the City Engineer to act as the Engineer of Work in the proceedings. The cost of improvements and/or maintenance of the development landscaping, street lighting, and streets has been determined, as is required of the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982. At this public hearing audience members are invited to address the council regarding the engineer's report of the assessment district costs.

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 on the subdivision/developments streets. By forming this district the developer proceeds to construct the development and places 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 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:** The first year annual assessment collection from this development will be \$17,745.85. Annual assessments are tied to the Engineering News Record (ENR) 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 consider the intention to levy and collect 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	}	RESOLUTION NO. 2014-
BENEFIT ASSESSMENT REPORT AND	}	
LEVYING ASSESSMENTS FOR THE	}	
SUTTER GOULD MEDICAL FOUNDATION	}	
(PM 13-01) LANDSCAPING, LIGHTING, AND	}	
STREET MAINTENANCE BENEFIT	}	
ASSESSMENT DISTRICT DEVELOPMENT	}	
<u>PROJECT NO. 13-45</u>	}	

**WHEREAS**, pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972 and the provisions of California Government Code §54716, the City Council directed Michael G. Pitcock, Engineer of Work for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting and Street Maintenance Benefit Assessment District, a development of Assessor's Parcel No's. 087-030-001, 002, to prepare and file an annual report for fiscal year 2014-2015. Said report was filed with the City Clerk on February 11, 2014; and

**WHEREAS**, the Engineer of Work filed the petition from the owners of the property on February 11, 2014, and the City Council adopted a resolution to initiate the formation proceedings; and

**WHEREAS**, pursuant to the Streets and Highways Code and the Landscaping and Light Act of 1972, notice and hearing have been waived; and

**WHEREAS**, at the public hearing, the City Council afforded to every interested person the opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby confirm the benefit assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2014-2015 for the Sutter Gould Medical Foundation (PM 13-01) Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 13-45.

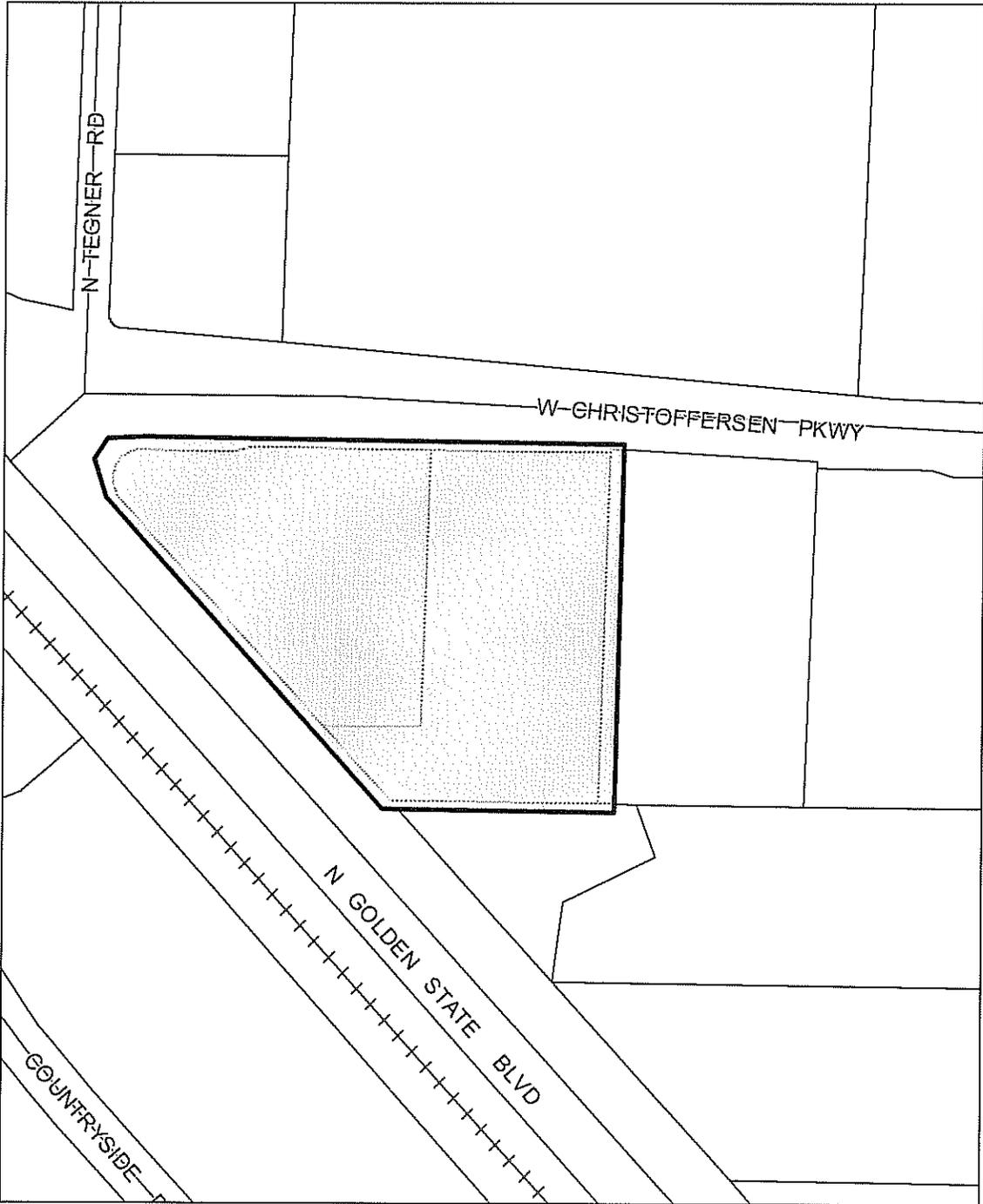
**BE IF FUTHER RESOLVED** that a certified copy of this resolution and report shall be delivered to the Tax Collector for the County of Stanislaus.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 25<sup>th</sup> day of February, 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 MEDICAL FOUNDATION (PM 13-01)





## Council Synopsis

February 25, 2014

SA

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From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the support of the City of Turlock for the Stanislaus County 2014 Regional Transportation Tax Measure Financial Expenditure Plan (Expenditure Plan)

### 2. DISCUSSION OF ISSUE:

Over the last several years, residents of the Turlock community have spoken out and communicated about their concerns regarding the conditions of our streets and roads. This information has been gathered through community meetings, surveys and in the local media. Council has received updates and reports from the City Engineer regarding current conditions through the Pavement Managements systems data updates. Members of the community has expressed support for a sales tax measure to help to fund the efforts to fix the pot holes and denigrated condition of our local streets and roads.

The Council has engaged in many public discussions with regard to the approach to address the streets and roads in our community. There is consensus that a sales tax approach is superior to a parcel tax or assessment to generate enough funds to generate a sufficient amount of funding to make a meaningful difference in the condition of the roads. Based on the current costs estimates provided to the City Council, the sales tax estimated to be generated in this proposed tax measure will not completely address the depth of the problems. However, it would allow the Cities and Stanislaus County us to make progress for the long term with a relatively stable funding source.

This action would allow the City Council to express their support or lack of support for the Expenditure Plan if a tax measure were put into place by the electorate of Stanislaus County.

### 3. BASIS FOR RECOMMENDATION:

During the last 25 years, residents of 20 California counties voted to raise sales taxes for defined periods to pay for transportation improvements. Collectively, these "local transportation sales taxes" (LTSTs), generate roughly \$2.5 billion per

year for the support of capital investments in new highways and transit systems and the maintenance and operation of existing ones. Since their inception, these taxes have been the fastest-growing source of revenue for transportation in California. They also enable local civic and political leaders to bypass obstacles in the state's existing system of transportation finance and decision-making.

The state, its counties, regional transportation planning agencies, and ultimately the voters of California face critical decisions about the role these taxes should play in transportation finance and decision-making over the coming decades.

There has been discussion about a Transportation Measure estimated to generate \$970 million over the next 25 years to address transportation needs throughout Stanislaus County. It would allow our region to leverage additional state and federal funds, and will provide significant additional local road maintenance funds for the City. However, this action of support is for the Expenditure Plan only.

### **Background**

At the January 15, 2014 Stanislaus Council of Governments (StanCOG) Policy Board meeting, StanCOG staff was directed to proceed with the development of a framework for a 2014 Transportation Financial Expenditure Plan (Expenditure Plan) for Stanislaus County. This framework was developed with the assistance of StanCOG's Management and Finance Committee, which is composed of the City Managers from each of the nine Cities and the County Chief Executive Officer. This framework is now being circulated to the nine City Councils and the County Board of Supervisors in advance of the March 19, 2014 StanCOG Policy Board meeting. If consensus is achieved from the respective City Councils and the Board of Supervisors through a Resolution of Support, the StanCOG Policy Board will adopt the Expenditure Plan at its March 19, 2014 meeting.

### **Formal Actions Taken by the StanCOG Policy Board**

At their January 15, 2014 meeting the StanCOG Policy Board took the following formal actions:

By Motion: Adopt a Transportation Expenditure Plan Framework for a Regional Transportation Tax Measure for the Stanislaus Region and direct the Executive Director to:

- a. Circulate the Transportation Expenditure Plan Framework to the nine City Councils and Board of Supervisors for a Resolution of Support for the Plan.
- b. Reinstate Overall Work Program Work Element 304 (Transportation Financial Expenditure Plan Reformulation and Community Outreach) with funding and related activities to be determined and approved by the February 19, 2014 Policy Board meeting for the StanCOG FY 2013/14 and FY 2014/15 Annual Budget.

- c. Use the Taxable Sales Tax Methodology proposed for the funding distribution of the Expenditure Plan to allocate Local Transportation (LTF) Road Funds from the nine Local Jurisdictions and Stanislaus County to fund the Expenditure Plan budget. Jurisdictions will be asked to provide these funds through their claim process.

**2014 Tax Expenditure Plan Summary**

1.	Half Cent Transportation Sales Tax Duration	25 Years
2.	Projected Sales Tax to be collected	\$970.0 million
3.	2014 Transportation Expenditure Plan Programs (in millions)	
	<i>a). Local Street and Road Program</i> (47% of collected sales tax)	\$455.9 million
	<i>b). Major Corridors of Countywide Significance</i> (47% of collected sales tax)	\$455.9 million
	<i>c). Regional Rail, Mobility Management, Bicycles and Pedestrian</i> (6% of collected sales tax)	\$58.2 million
	1. Regional Rail (80%)	\$46,560,000
	2. Mobility Management for Seniors and Disabled (15%)	\$8,730,000
	3. Bicycles and Pedestrians (5%)	\$2,910,000
4.	StanCOG as the designated Transportation Authority for the Tax Measure can collect up to 1% of the collected sales tax for Administration of the Program.	

**Tax Measure Projects**

- The Local Street and Road Program will include projects from the local jurisdictions.
- The Major Corridors Program is proposed to be:
  - ✓ North Corridor: North County Corridor- Current limits from State Route (SR) 108/McHenry Ave. to SR 108/120, east of the City of Oakdale
  - ✓ Central Corridor: SR 132 - Widening from the Western ( San Joaquin) County Line to SR 99, and Operational Improvements from SR 99 to the City of Waterford. Connectivity Improvements at SR 132 and SR 99.

- ✓ South Corridor: South County Corridor / West Main – Current limits from SR 99 in the City of Turlock to I-5 in the City of Patterson.

**Funding Distribution Methodology**

The funding distribution is based on 100% of Taxable Sales as reported for Fiscal Year 2012-2013 with a Floor of \$250,000.00.

Tables A and B below details the Local and Capital Corridor Improvements Program:

**Table A- Local Street and Road Programs**

Jurisdiction	Sales Tax Share (%)	Allocation Based On Sales Tax Only (\$)	Annual Share for Cities (No Floor) \$)	Annual Share for Cities(with Floor)\$)
Ceres	7.00%	31,913,000	1,309,112	1,260,185
Hughson	0.73%	3,328,070	133,973	250,000
Modesto	38.40%	175,065,600	7,181,414	6,933,682
Newman	0.62%	2,826,580	113,785	250,000
Oakdale	3.89%	17,734,510	713,908	713,908
Patterson	3.49%	15,910,910	640,499	640,499
Riverbank	3.52%	16,047,680	646,004	646,004
Turlock	14.89%	67,883,510	2,784,668	2,691,034
Waterford	0.61%	2,780,990	111,950	250,000
<b>Subtotal Cities</b>			<b>13,635,313</b>	<b>272,398,519</b>
County	26.85%	122,409,150	5,066,287	5,066,287
<b>TOTALS</b>	<b>100.00%</b>	<b>455,900,000</b>	<b>18,701,600</b>	<b>18,701,600</b>

**Table B - Major Regional Corridors of Countywide Significance**

<i>Project</i>	<i>Improvements</i>
Northern Corridor	<b>North County Corridor</b> New 2 to 6 Lane Expressway, Tully Road to State Route 120/108, east of City of Oakdale.
Central Corridor	<b>State Route 132 Widening and Operational Improvements</b> Construct 2-lane alignment on existing right-of-way, State Route 99 to Western (San Joaquin) County Line. Operational Improvements from SR 99 to the City of Waterford.  <b>State Route 132 Connectivity</b> Construct full Interchange at SR-132&SR-99, construct extension of 5 <sup>th</sup> and 6 <sup>th</sup> Street couplets and construct full Interchange at SR-132E & SR-99.
Southern Corridor	<b>South County Corridor</b> Widen and extend West Main Road from State Route 99 to Interstate 5, including Interchanges at West Main Road (SR-99) and I-5 (Location TBD)

Table C below details the Regional Rail, Mobility Management, Bicycles and Pedestrians Program:

**Table C - Mobility Management, Bicycles and Pedestrians**

Jurisdiction	Sales Tax Share (%)	Bicycles and Pedestrians (\$)	Annual Share for Cities (Bike/Peds) (\$)
Ceres	7.00%	203,700	8,148
Hughson	0.73%	21,243	850
Modesto	38.40%	1,117,440	44,698
Newman	0.62%	18,042	722
Oakdale	3.89%	113,199	4,528
Patterson	3.49%	101,559	4,062
Riverbank	3.52%	102,432	4,097
Turlock	14.89%	433,299	17,332
Waterford	0.61%	17,751	710
County	26.85%	781,335	31,253
TOTALS	100.00%	2,910,000	116,400

\*Regional Rail's share is \$46,560,000

\*Specialized Transit (CTSA, etc.) share is \$8,730,000

The Expenditure Plan can dedicate up to 1% of the projected \$970 million collected over the life of the 25 year program for administration of the proceeds of the sales tax. StanCOG as the Local Transportation Authority (Authority) will administer the sales tax program and carry out the mission outlined in the Expenditure Plan. The total administrative cost of salaries and benefits of the staff associated with the sales tax program shall not exceed 1% of the gross revenues generated by the transportation measure. An Annual Independent Financial Audit shall be conducted of the sales tax revenues; and the Authority will prepare an Annual Report of program activities. The Expenditure Plan will include the creation of a Citizens Oversight Committee whose function is to review the fiscal and program performance of the sales tax program through the Annual Audit and to provide positive, constructive advice to the Authority on how to improve implementation of the program.

**Schedule of Remaining Activities**

- a) Resolution of Support of the Expenditure Plan by the Cities and County by: StanCOG Policy Board Meeting – March 19, 2014.
- b) Based on a consensus of support from the City Councils and Board of Supervisors, the StanCOG Policy Board will direct staff to proceed with activities related to completing an Environmental Impact Report (EIR) and Educational Campaign for the Regional Tax Measure Expenditure Plan.

In order to place this measure on the November 2014 ballot, it is recommended the respective City Councils and Board of Supervisors approve the Final Expenditure Plan at their June 2014 meetings. This action is needed prior to the July / August 2014 StanCOG Policy Board meeting. Once approved by the City Councils and the Board of Supervisors representing both the Cities in the County and a majority of the population in the incorporated areas of the County, the StanCOG Policy Board will take action and forward the Expenditure Plan to the Stanislaus County Board of Supervisors to be placed on the November 2014 ballot. The Supervisors must then forward the ballot measure to the Registrar of Voters.

**B. Strategic Plan Initiative:**

**Strategic Plan Initiative B. FISCAL RESPONSIBILITY**

- Goal(s):**
- b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.
  - c. ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus

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

**Fiscal Impact**

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The action to approve the Expenditure Plan will not have an immediate fiscal impact. However, it will help continue efforts to have the Transportation Measure placed on the November 2014 ballot. If the Measure is approved by Stanislaus County voters, the City will receive millions of dollars in local funding for needed transportation improvement projects.

**Budget Amendment** – None needed at this time.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

**7. ALTERNATIVES:**

- A). Council could choose not to adopt the resolution. This action is not recommended as it is imperative that all cities support the proposed sales tax plan to put it on the November 2014 ballot for the voters to decide.

## **Exhibit A**

<p style="text-align: center;"><b>Stanislaus Region Transportation Sales Tax Road Map</b> <b>NOVEMBER 2014 BALLOT</b> <b><i>DRAFT</i></b></p>
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### **Month 1 (January 2014)**

- Develop and Finalize Tax Measure Financial Expenditure Plan
- Policy Board approves Tax Measure Financial Expenditure Plan
- Begin circulation to obtain City Council and Board of Supervisors support of the Tax Measure Financial Expenditure Plan

### **Month 2 (February 2014)**

- Continue circulation to obtain City Council and BOS Resolution of Support of Financial Expenditure Plan

### **Month 3 (March 2014)**

- StanCOG Policy Board adopts Tax Measure Financial Expenditure Plan
- Release RFQ/RFP for Expenditure Plan Programmatic Supplemental EIR and Public Education Outreach

### **Month 4 (April 2014)**

- Consultant Begins Expenditure Plan Programmatic Supplemental EIR (If based on 2014 RTP)
- Consultant Begin Public Education Outreach Program (April through July)
- Develop Transportation Sales Tax Ordinance

### **Month 5 (May 2014)**

- Consultant provides draft EIR for review

### **Month 6 (June 2014)**

- StanCOG Policy Board has the first reading of the Transportation Sales Tax Ordinance
- Circulation of Expenditure Plan to obtain City Council and BOS Resolution of Approval of Financial Expenditure Plan

### **Month 7 (July 2014)**

- Finalize Expenditure Plan Supplemental EIR
- StanCOG Policy Board certifies Expenditure Plan EIR

### **Month 7 and 8 (July / August 2014)**

- StanCOG Policy Board adopts and forwards the Transportation Sales Tax Ordinance to the Stanislaus County Board of Supervisors to be placed on a voter ballot.
- Stanislaus County Board of Supervisors places the Transportation Sales Tax Ordinance on a voter ballot.
- Form a Political Action Committee (PAC).

**BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK**

<b>IN THE MATTER OF AUTHORIZING THE</b>	}	<b>RESOLUTION NO. 2014-</b>
<b>SUPPORT OF THE CITY OF TURLOCK</b>	}	
<b>FOR THE STANISLAUS COUNTY 2014</b>	}	
<b>REGIONAL TRANSPORTATION TAX</b>	}	
<b>MEASURE FINANCIAL EXPENDITURE</b>	}	
<b>PLAN (EXPENDITURE PLAN)</b>	}	
<hr/>		

**WHEREAS**, the City Council of the City of Turlock, through its adopted General Plan and Visioning Policies and Goals, seeks to provide for the transportation and infrastructure needs of the City of Turlock as well as those which join Turlock to the Stanislaus County – wide region; and

**WHEREAS**, the City Council of the City of Turlock having adopted a Street Master Plan, and a Capital Improvement Plan, has identified those specific transportation capital infrastructure needs within the City and its Sphere of Influence; and

**WHEREAS**, the City Council seeks to provide for such improvements in the most fiscally responsible manner for the residents of Turlock by securing all available sources of funding; and

**WHEREAS**, there is clear evidence that ‘self-help’ jurisdictions that generate local funding are better able to secure federal and state grants to fund transportation improvements; and

**WHEREAS**, the proposed 2014 Regional Transportation Tax Measure Financial Expenditures Plan (“Expenditure Plan”) will provide a source of funds that creates a self-help status for the City of Turlock as well as the other jurisdictions in the Stanislaus County Region; and

**WHEREAS**, the City of Turlock will benefit by receiving a proportionate share of the measure’s funds for specified projects in accordance with the Expenditure Plan, and residents of Turlock will further benefit from improvements made to streets and roads in the Stanislaus County Region.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby in accordance with its established goals and objectives to provide, among other things, for better roads and safer streets, to support the long term well-being and economic benefits of the City of Turlock, does hereby endorse and support the Expenditure Plan.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 25<sup>th</sup> day of February, 2014, by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

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



## Council Synopsis

February 25, 2014

8B

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From: Allison Van Guilder, Parks, Recreation & Public Facilities,  
Department Director

Prepared by: Erik Schulze, Parks, Recreation and Public Facilities Superintendent

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving an agreement with the San Jose Earthquakes, LLC for practice field use; authorizing the City to be a designated ticket distribution point and marketing source for Premiere Development League (PDL) soccer games in Turlock for a period of fourteen (14) months, ending May 5, 2015; and authorizing the City Manager to sign the agreement and all related documents

### 2. DISCUSSION OF ISSUE:

The San Jose Earthquakes, LLC in partnership with the City of Turlock and CSU Stanislaus, will be bringing the Earthquake's premier development soccer league to Turlock. A series of games will be taking place at the University beginning in March 2014 creating an exciting opportunity for soccer sports enthusiasts.

As part of this project, the City of Turlock and the San Jose Earthquakes, LLC intend to enter into an agreement to allow the Earthquake's premier development league (PDL) to conduct practices at the Turlock Regional Sports Complex during their season. Practices will take place three days per week between 8 AM and Noon. No regularly scheduled activities, including maintenance will be displaced or adversely impacted.

As consideration for the facility use, the City of Turlock will be one of the designated ticket distribution points for PDL soccer games and 10% of each ticket sold by the City will be allocated toward youth soccer scholarships. The City will use existing marketing tools, including the Parks, Recreation and Public Facilities Facebook page, website and activity guide to advertise ticket sales.

### 3. BASIS FOR RECOMMENDATION:

A. By contracting with the San Jose Earthquakes, LLC, the City will create sustained value-added economic development and enhance revenue opportunities both locally and regionally.

- B. To ensure the City and the Earthquakes are adequately shielded from risk and liability; staff thoroughly evaluated the impacts of entering into a Contract with the Earthquakes. In order to contract with the City of Turlock, the Earthquakes will be required to adhere to the standards set by the City of Turlock, in regards to operational guidelines, insurance requirements, and financial management, all of which are detailed in the Contract. Staff will work closely with the Earthquakes to ensure all requirements are maintained for the term of the contract.

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

**Goal(s):** b-i. Promote the usage of Pedretti Sport Complex and Gemperle Fields at Turlock/Stanislaus Regional Sports Complex, California State University Stanislaus, and Joe Debely Field resulting in economic benefits through increases in transient occupancy and sales tax

**Goal(s):** b-iv Develop ongoing community partnerships, collaborations and sponsorships which will result in enhanced programming and services to the community as well as leveraging City resources

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

The use of the practice fields will be offset by the revenue generated by ticket sales. The amount of potential revenue is unknown as it is dependent on the number of tickets sold.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Council may choose not to enter into a contract with the San Jose Earthquakes for the use of practice fields at Turlock Regional Sports Complex.



**MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE CITY OF TURLOCK**  
**and**  
**SAN JOSE EARTHQUAKES LLC**  
**For**  
**USE OF TURLOCK REGIONAL SPORTS COMPLEX**  
**Contract No. 13-113**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter "MOU") is entered into by and between the CITY of Turlock (hereinafter "CITY") and SAN JOSE EARTHQUAKES LLC (hereinafter "EARTHQUAKES") as of the 25<sup>th</sup> day of February, 2014.

**WHEREAS**, CITY has constructed the Turlock Regional Sports Complex (hereinafter "Facility") utilizing funds from the County of Stanislaus, a grant from the State of California, CITY funds and monies contributed to the Facility; and

**WHEREAS**, EARTHQUAKES desire to use the facility for soccer practices; and

**WHEREAS**, CITY is willing to allow the EARTHQUAKES to use the facility subject to the terms and conditions set forth herein.

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

1. EARTHQUAKES will be allowed the use of one (1) soccer field of the Facility for practice from 8:00 A.M. to 12:00 P.M. for use on Tuesday through Thursday from May 2014 through July 31, 2014 beginning on the first Tuesday in May.
2. The term of this MOU shall be one (1) year beginning February 26, 2014 and ending May 5, 2015.
3. CITY shall be responsible for maintenance of the Facility, providing trash receptacles, placement of field lines, and assisting in deployment (but not set-up) of goal cages. CITY will designate the field available for use by EARTHQUAKES based on maintenance needs.
4. As consideration for the 2014 facility use, CITY shall be one of the designated ticket distribution points for PDL soccer games held at CSU Stanislaus and 10% of each ticket sold by the CITY shall be paid to CITY to be used for youth soccer scholarships.
5. CITY will use existing marketing tools, i.e. Parks, Recreation and Public Facilities Facebook, website and activity guide to advertise ticket sales.

*pm*

6. Additional equipment or services, such as early access, tables, chairs, portable toilets, and public address systems are available for rent/use at standard fees.

7. CITY shall use its best efforts to ensure that the fields will at all times during the Use Period be in (a) clean and sanitary condition, and (b) good repair and working order. Otherwise, CITY makes no guarantee as to the fitness of the fields for San Jose Earthquake's purposes. EARTHQUAKES have inspected the fields and accept the fields as they currently exist. CITY does not take upon itself any obligations for the condition of the fields or its environs, except as specifically provided herein. EARTHQUAKES shall inspect the field to ensure that it is safe prior to each use.

8. The right to use City of Turlock facilities does not confer the right to use the City name, logo, or branding, or to imply City sponsorship or endorsement of an event. All agreements for use of City facilities shall include terms to ensure that the City name is protected. The City of Turlock has the right to approve all use of the City name, logo, or branding in brochures and publications or similar printed materials.

## 9. **INSURANCE AND INDEMNIFICATION**

**INSURANCE:** EARTHQUAKES shall not commence use of facilities under this Agreement until EARTHQUAKES has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall EARTHQUAKES allow any other person to use the facilities until all similar insurance required of the person seeking to use the facilities shall have been so obtained and approved. EARTHQUAKES 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 use of facility hereunder by EARTHQUAKES, 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.

(b) Minimum Limits of Insurance: EARTHQUAKES 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.

- (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) EARTHQUAKES 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 EARTHQUAKES; and with respect to liability arising out of work or operations performed by or on behalf of EARTHQUAKES, 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 EARTHQUAKES 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, EARTHQUAKES's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of EARTHQUAKES's insurance and shall not contribute with it.
  - (3) Notice of cancellation or coverage change is required. Each policy of insurance required by this Agreement shall be endorsed to provide CITY a minimum of thirty (30) days' written notice of cancellation or nonrenewal.
  - (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
  
- (e) **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
  
- (f) **Verification of Coverage:** EARTHQUAKES 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 affecting the coverage required by these specifications at any time.

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

- 10. **INDEMNIFICATION:** EARTHQUAKES 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 this agreement and use of the facility, caused in whole or in part by any negligent act or omission of EARTHQUAKES, and its employees and agents.

CITY shall indemnify, defend and hold harmless EARTHQUAKES and its owners, affiliates, officers, agents, employees and invitees from and against all claims, damages, losses and expenses including attorney fees arising out of the CITY's negligence or willful misconduct in connection with its activities related to this MOU, including without limitation the CITY's work to be performed as provided in Paragraphs 3, 5, and 7.

- 11. **SELF-INSURANCE:** CITY is a member of the Central San Joaquin Valley Risk Management Authority with a self-insured retention of \$100,000.

- 12. **RELATIONSHIP OF PARTIES:** All acts of EARTHQUAKES, its agents, officers, and employees and all others acting on behalf of EARTHQUAKES relating to the performance of this Agreement, shall be performed as EARTHQUAKES and not as agents, officers, or employees of CITY. EARTHQUAKES, by virtue of this Agreement, have no authority to bind or incur any obligation on behalf of CITY. EARTHQUAKES have 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 EARTHQUAKES. No agent, officer, or employee of the EARTHQUAKES is to be considered an employee of CITY. It is understood by both EARTHQUAKES and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

EARTHQUAKES 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 EARTHQUAKES in fulfillment of this Agreement. EARTHQUAKES have control over the manner and means of performing the services under this Agreement. EARTHQUAKES are permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, EARTHQUAKES have the responsibility for employing other persons or firms to assist EARTHQUAKES in fulfilling the terms and obligations under this Agreement.

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

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

13. **VOLUNTARY TERMINATION:** Either party may terminate this Agreement without cause or legal excuse by providing thirty (30) days written notice to the other party.
14. **CONFORMANCE WITH FEDERAL AND STATE LAW:** CITY AND EARTHQUAKES shall each comply with the laws of the government of the United States and the State of California.
15. **ENTIRE AGREEMENT AND MODIFICATION:** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. EARTHQUAKES 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.
16. **NEWS AND INFORMATION RELEASE:** EARTHQUAKES 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.
17. **GOVERNING LAW:** This Agreement shall be governed according to the laws of the State of California.
18. **EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** EARTHQUAKES 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.*

- 19. **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:
  
- 20. EARTHQUAKES understand the utilization of the Facilities provided for by this MOU is subject to existing CITY rules and regulations for use of CITY parks and facilities, and such other reasonable rules as may be necessary to provide for orderly and enjoyable use by everyone.

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Understanding to be executed by and through their respective officers thereunto duly authorized on the date first written above.

**CITY OF TURLOCK, a municipal corporation**

**SAN JOSE EARTHQUAKES, LLC**

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

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

APPROVED AS TO FORM AND LEGALITY:

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

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

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

ATTEST:

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



## Council Synopsis

8C

February 25, 2014

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From: Tim Lohman, Fire Chief

Prepared by: Tim Lohman, Fire Chief

Agenized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to sign the tentative agreement between American Medical Response and Turlock Fire Department for reimbursement costs associated with emergency medical response

### 2. DISCUSSION OF ISSUE:

In April of 2013, the Stanislaus County Board of Supervisors approved a new five (5) year contract for the ambulance providers in this county. With this action, there was a stipulation in the contract that the ambulance companies must negotiate with the fire departments of this county for reimbursement costs associated with emergency medical service calls. There are three (3) main reimbursement provisions to the agreement.

Turlock Fire Department has been a Basic Life Support (BLS) services provider for emergency medical services since the mid 1980's. We have had one hundred percent (100%) Emergency Medical Technicians (EMT) since 1989. During that time, the City of Turlock has absorbed all costs related to the fire department's response to medical calls. The new agreement with American Medical Response (AMR) will now provide to Turlock Fire Department all supplies and materials needed for a BLS response to medical emergencies. They will do this by establishing and maintaining a cache of medical supplies at one of the Turlock fire stations. Turlock Fire Department will still be responsible for medical supplies used in training or what was used in excess in the field during the course of patient care. Turlock Fire Department spent \$14,924.85 in fiscal year 2011/2012 and \$10,634.96 in fiscal year 2012/2013.

Turlock Fire Department will be reimbursed for one (1) hour at \$236.12 hourly engine company rate for lift assists requested by AMR, a requested firefighter ride in to the hospital to provide needed assistance, and AMR requested standbys. Staff estimates that based on past history this will occur about one hundred twenty-five (125) times per year. Cost per call reimbursements will be adjusted January 1<sup>st</sup> in accordance with AMR's annual rate increases.

AMR agrees to maintain and replace the Turlock Fire Department Automatic External Defibrillators (AED). Turlock Fire Department maintains five (5) of these units. AMR agrees to maintain all of the units and identify a strategy for replacement of the units. AMR will also provide the supplies for the AED units to be used on EMS calls.

**3. BASIS FOR RECOMMENDATION:**

A) The BLS agreement will provide a savings to the City.

**Strategic Plan Initiative B. FISCAL RESPONSIBILITY**

**Goal(s):** b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

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

None.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A) Deny this request and continue to purchase EMS supplies through the Fire Department.

THIS AGREEMENT, entered into this first day of December 2013 and ending on April 30, 2018, by and between AMERICAN MEDICAL RESPONSE WEST, hereinafter called "Transport Provider"; and the MODESTO REGIONAL FIRE AUTHORITY, CERES FIRE DEPARTMENT, CITY OF TURLOCK, STANISLAUS CONSOLIDATED FIRE PROTECTION DISTRICT collectively known as the "Fire Service Consortium" and Pursuant to Section 8.1 Item "B" of the American Medical Response – West Metropolitan Emergency Ambulance Service Agreement for Stanislaus County THE PARTIES HERETO AGREE as follows:

### ***Basic Life Support Services:***

#### **Materials Management:**

Transport Provider will provide materials management services and First Responder restock of Emergency Medical Service supplies utilized in the course of treatment of patients. Transport Provider shall perform materials management by establishing and maintaining caches of Emergency Medical Service Supplies that will be utilized to resupply all First Responders stationed within Transport Providers Exclusive or Non-Exclusive response area.

Transport Provider and the Fire Service Consortium shall establish an EMS Supply Committee for the purpose of establishing policies, procedures and standards for the Materials Management Program. The EMS Supply Committee will determine the type, amount and location of EMS supply caches including established inventory tracking and accountability systems.

First Responder agencies will be responsible for the purchase of supplies in excess of what was utilized in the field in the course of patient care. The Transport Provider will allow First Responder agencies to utilize established pricing and vendor contracts for the purchase of EMS supplies by First Responder agencies.

Transport Provider will purchase Automatic External Defibrillators as needed, replace existing AED's through attrition and maintain all AED units.

#### **Career Paid First Responder BLS Payment:**

Career Basic Life Support fire companies will be reimbursed at \$236.12 for each lift assists requested by the Transport Provider, third person ride-in, or requested standby. Cost per call reimbursement will be adjusted in accordance with the Transport Provider rate increase.

#### **Continuing Education and Training:**

The Transport Provider and the Fire Service Consortium will jointly provide two (2) FTE's (4160 training hours annually). The Transport Provider will provide 2080 training hours annually and the Fire Service Consortium will provide 2080 training hours annually for continuing education training. Training resources shall be provided in cooperation with the Regional Fire Training Center partners. A joint Training Advisory Committee will be utilized for the coordination and scheduling of joint training and continuing education programs.

OK for agenda  


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**Modesto Regional Fire Authority**  
**Chief Randall Bradley**

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**American Medical Response - West**  
**Thomas Wagner, CEO West Region**

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**Ceres Fire Department**  
**Art de Werk, Director of Public Safety**

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**City of Turlock**  
**Roy Wasden, City Manager**

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**Stanislaus Consolidated Fire Protection District**  
**Chief Brian Kelley**



## Council Synopsis

February 25, 2014

SD

From: Roy W. Wasden, City Manager

Prepared by: Roy W. Wasden, City Manager  
Julie Burke, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Amending the City of Turlock Fiscal Year 2013-14 General and Non-General Fund Budgets

### 2. DISCUSSION OF ISSUE:

The Fiscal Year 2013-14 General and Non-General Fund Budgets were adopted on June 25, 2013. The budgets were prepared with the best information available at the time. During the course of the fiscal year unanticipated changes and clean up items make it necessary to recommend budget amendments as detailed in this report. In Exhibit A the actions of significant note are:

#### General Fund Revenue

**110-20-205.34060:** Reimbursement for Police Department-Investigations expenditures on the Rim Fire; **\$29,337.**

**110-20-210.34060:** Reimbursement for Police Department Patrol expenditures on the Rim Fire; **\$22,378.**

**110-61-630.121\_35720:** Fee income related to Kid Time Fitness; \$15,000.

#### General Fund Expenses

**110-10-104.43152:** Services related to review and input on the Council Election System; **\$30,000.**

**110-10-112.44001\_001:** Replacement of Circuit Boards, supplies and repair costs; **\$15,000.**

**110-20-205.41100\_019  
through**

**110-20-210.47553:** Personnel costs related to assistance provided by Police at the Rim Fire; **\$43,211.**

110-30-300.41100\_001: Overtime costs to continue three person funding at Fire Station #3 (\$60,000) and regular overtime costs associated with three vacant fire positions and injuries to Fire Personnel (\$55,000) total costs with benefits; **\$124,227.**

110-61-622.005\_41002  
through

110-61-630.121\_42011: Costs associated with new Kid Time Fitness; **\$17,337.**

The net change to the General Fund increases projected deficit spending from \$1,417,595 to \$1,870,603 as can be seen on Exhibit B. The remainder of the adjustments on Exhibit A relate to correcting errors in the original budget adoption, adjustments to meet demands due to increased activity in Development Services and adjustments to non-general fund activities.

Of note in non General Fund areas are the following recommended changes:

**Fund 217 Gas Tax**

**Expenses**

217-50-10.47301\_001: Funding for the continued issuing of no cost encroachment permits for out of repair sidewalks; **\$2,000**

**Fund 405 Building and Safety**

**Revenue**

405-40-405.31030\_001

Through

405-40-405.35185\_002: Increased activity in construction and associated fees; **\$99,500**

**Expenses**

405-40-405.41002\_000

Through

405-40-405.43260: Increased work required due to increases in construction activity; **\$82,370**

**3. BASIS FOR RECOMMENDATION:**

**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**

**Budget Amendment:** Detailed in Exhibits A and B.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A). Do not accept the Mid-Year budget amendment recommendations and maintain the current adopted budget for Fiscal Year 2013-14.
- B). Direct staff to provide an alternative amended budget with additional considerations to be provided.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING THE CITY }  
OF TURLOCK FISCAL YEAR 2013-14 }  
GENERAL AND NON-GENERAL FUND }  
BUDGETS }

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RESOLUTION NO. 2014-

**WHEREAS**, the City Council adopted a budget for the General and Non-General Funds to cover the projected revenues and expenses for the fiscal year on June 25, 2013; and

**WHEREAS**, during the course of the fiscal year unanticipated changes make it necessary to recommend budget amendments as detailed in Exhibits A and B.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby amend the City of Turlock Fiscal Year 2013-14 General and Non-General Fund budgets.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 25<sup>th</sup> day of February, 2014, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

EXHIBIT A

FY 13-14 MID YEAR BUDGET AMENDMENTS

Department								Amount	Effect to Fund Balance
<b>FUND 110 GENERAL FUND</b>									
<b>Revenue</b>									
110	61	622	005	35720	Instructional Class Revenue	New Program/Kid Time Fitness	\$3,500	\$3,500	
					Transfers In from Fund 410 & 420 Bldg. Maint.-				
110	10	106		38001	008 Collection & Billing.	To balance transfers in and out	(\$1)	(\$1)	
					Transfers In from Fund 410 & 420 Utilities-Collection				
110	10	106		38001	009 & Billing.	To balance transfers in and out	\$1	\$1	
110	20	205		34060	Police Investigations - FEMA/OES Reimbursement	RIM Fire	\$29,337	\$29,337	
110	20	210		34060	Police Patrol - FEMA/OES Reimbursement	RIM Fire	\$22,378	\$22,378	
110	61	630	121	35720	PLAY Revenue		\$15,000	\$15,000	
<b>Total Fund 110 General Fund</b>							<b>\$70,215</b>	<b>\$70,215</b>	
<b>Expenses</b>									
110	10	104		43152	Contract Elections	District election	\$30,000	(\$30,000)	
110	10	108		45001	000 Telephone - City Attorney	Omitted in error	\$1,400	(\$1,400)	
110	10	110		41002	014 Part Time Help - Human Resources	Assistance with recruitments	\$3,600	(\$3,600)	
110	10	110		41100	001 Overtime		\$1,670	(\$1,670)	
110	10	110		42007	Workers Comp Insurance	Assistance with recruitments	\$21	(\$21)	
110	10	110		42008	City Liability Insurance	Assistance with recruitments	\$117	(\$117)	
110	10	110		42010	Medicare	Assistance with recruitments	\$76	(\$76)	
110	10	110		42011	Social Security	Assistance with recruitments	\$223	(\$223)	
110	10	110		43065	Copier Maintenance/Lease (Human Resources)	Lease of larger machine to handle heavier demands	\$300	(\$300)	
110	10	112		44001	001 Supplies - Access Control System	Replacement of circuit boards, supplies & repair costs	\$15,000	(\$15,000)	
110	20	200		41002	000 Part Time Help - General	Acting Police Chief during Team Building Training	\$1,733	(\$1,733)	
110	20	200		42007	Workers Comp Insurance	Acting Police Chief during Team Building Training	\$65	(\$65)	
110	20	200		42008	City Liability Insurance	Acting Police Chief during Team Building Training	\$87	(\$87)	
110	20	200		42011	Social Security	Acting Police Chief during Team Building Training	\$107	(\$107)	
110	20	200		42010	Medicare	Acting Police Chief during Team Building Training	\$25	(\$25)	
					Police Investigations Overtime-FEMA/OES				
110	20	205		41100	019 Reimbursable	RIM Fire - Offset by revenue	\$20,040	(\$20,040)	
110	20	205		42007	Workers Comp Insurance	RIM Fire - Offset by revenue	\$748	(\$748)	
110	20	205		42008	City Liability Insurance	RIM Fire - Offset by revenue	\$1,002	(\$1,002)	
110	20	205		42010	Medicare	RIM Fire - Offset by revenue	\$291	(\$291)	
110	20	210		41100	019 Police Patrol Overtime-FEMA/OES Reimbursable	RIM Fire - Offset by revenue	\$17,920	(\$17,920)	
110	20	210		42007	Workers Comp Insurance	RIM Fire - Offset by revenue	\$668	(\$668)	
110	20	210		42008	City Liability Insurance	RIM Fire - Offset by revenue	\$896	(\$896)	
110	20	210		42010	Medicare	RIM Fire - Offset by revenue	\$260	(\$260)	
110	20	210		47553	Police Patrol-FEMA/OES Reimbursable Expenses	RIM Fire - Offset by revenue	\$1,386	(\$1,386)	
110	30	300		41100	001 Fire Overtime - Standard	Continue 3 person staffing of Fire Station #3	\$60,000	(\$60,000)	
110	30	300		41100	001 Fire Overtime - Standard	Backfill for 3 vacancies and injuries	\$55,000	(\$55,000)	
110	30	300		42007	Workers Comp Insurance	Benefits associated with requested overtime increases	\$4,065	(\$4,065)	
110	30	300		42008	City Liability Insurance	Benefits associated with requested overtime increases	\$3,494	(\$3,494)	
110	30	300		42010	Medicare	Benefits associated with requested overtime increases	\$1,668	(\$1,668)	
110	61	622	005	41002	000 Part Time Help - Instructional Classes	New Program/Kid Time Fitness- Offset by revenue	\$2,100	(\$2,100)	
110	61	622	005	42007	Workers Comp Insurance	New Program/Kid Time Fitness- Offset by revenue	\$30	(\$30)	
110	61	622	005	42008	City Liability Insurance	New Program/Kid Time Fitness- Offset by revenue	\$47	(\$47)	
110	61	622	005	42010	Medicare	New Program/Kid Time Fitness- Offset by revenue	\$30	(\$30)	
110	61	622	005	42011	Social Security	New Program/Kid Time Fitness- Offset by revenue	\$130	(\$130)	
110	61	630	121	41002	000 PLAY Part Time Staff	Offset by increase in revenue	\$13,250	(\$13,250)	
110	61	630	121	42007	Workers Comp Insurance	Offset by increase in revenue	\$188	(\$188)	
110	61	630	121	42008	City Liability Insurance	Offset by increase in revenue	\$295	(\$295)	
110	61	630	121	42009	PERS	Offset by increase in revenue	\$500	(\$500)	
110	61	630	121	42016	Employee 9% Contribution to PERS	Offset by increase in revenue	(\$155)	\$155	
110	61	630	121	42010	Medicare	Offset by increase in revenue	\$192	(\$192)	
110	61	630	121	42011	Social Security	Offset by increase in revenue	\$730	(\$730)	
<b>Total Fund 110 General Fund</b>							<b>\$239,199</b>	<b>(\$239,199)</b>	
<b>FUND 116 SPECIAL PUBLIC SAFETY</b>									
<b>Revenue</b>									
116	20	225		38001	011 Transfers In 800 Mhz Maintenance Reimb.	To balance transfers in and out	\$2	\$2	
<b>Total Fund 116 Special Public Safety</b>							<b>\$2</b>	<b>\$2</b>	

EXHIBIT A

FY 13-14 MID YEAR BUDGET AMENDMENTS

Department						Amount	Effect to Fund Balance
<b>FUND 217 STREETS - GAS TAX</b>							
<u>Expenses</u>							
217	50	510	47320	001	Repair Program - Sidewalk	Heavy program usage	\$2,000 (\$2,000)
<b>Total Fund 217 Streets - Gas Tax</b>							<b>\$2,000 (\$2,000)</b>
<b>FUND 240 SMALL EQUIPMENT REPLACEMENT</b>							
<u>Revenue</u>							
240	00	000	213	38001	123 Transfers In From Fund 110 for Police Equipment	Error in adopted budget. Offsetting "Transfer Out" had been deleted in finalization of FY 13-14 budget.	(\$115,500) (\$115,500)
<b>Total Fund 240 Small Equipment Replacement</b>							<b>(\$115,500) (\$115,500)</b>
<b>FUND 242 COMPUTER REPLACEMENT</b>							
<u>Revenue</u>							
242	00	000	215	38001	089 Transfers in Computer Replacement	Error in adopted budget. Offsetting "Transfer Out" had been deleted in finalization of FY 13-14 budget.	(\$55,000) (\$55,000)
242	00	000	227	38001	089 Transfers in Computer Replacement	To balance transfers in and out	\$1 \$1
<b>Total Fund 242 Computer Replacement</b>							<b>(\$54,999) (\$54,999)</b>
<b>FUND 405 BUILDING AND SAFETY</b>							
<u>Revenue</u>							
405	40	405	31030	001	Building Inspection Services Non-FBHR	Based on projections for FY 13-14	\$140,000 \$140,000
405	40	405	31030	002	Building Inspection Services FBHR	Based on projections for FY 13-14	(\$31,000) (\$31,000)
405	40	405	31031		Plumbing & Gas Permits	Based on projections for FY 13-14	(\$27,000) (\$27,000)
405	40	405	31033		Electrical Permits	Based on projections for FY 13-14	(\$42,000) (\$42,000)
405	40	405	31034		Occupancy Permits	Based on projections for FY 13-14	(\$12,000) (\$12,000)
405	40	405	31035		Mechanical Permits	Based on projections for FY 13-14	(\$18,500) (\$18,500)
405	40	405	31036		Permit Handling/Issuance	Based on projections for FY 13-14	\$35,000 \$35,000
405	40	405	35185	001	Plan Checking Services Non-FBHR	Based on projections for FY 13-14	\$82,000 \$82,000
405	40	405	35185	002	Plan Checking Services FBHR	Based on projections for FY 13-14	(\$27,000) (\$27,000)
<b>Total Fund 405 Building and Safety</b>							<b>\$99,500 \$99,500</b>
<u>Expenses</u>							
405	40	405	41002	000	Part Time Help	Backfill for maternity leave	\$5,100 (\$5,100)
405	40	405	42007		Workers Comp Insurance	Backfill for maternity leave	\$72 (\$72)
405	40	405	42008		City Liability Insurance	Backfill for maternity leave	\$113 (\$113)
405	40	405	42010		Medicare	Backfill for maternity leave	\$74 (\$74)
405	40	405	42011		Social Security	Backfill for maternity leave	\$316 (\$316)
405	40	405	41002	000	Part Time Help	Building Inspector-major commercial & industrial projects	\$15,000 (\$15,000)
405	40	405	42007		Workers Comp Insurance	Building Inspector-major commercial & industrial projects	\$213 (\$213)
405	40	405	42008		City Liability Insurance	Building Inspector-major commercial & industrial projects	\$334 (\$334)
405	40	405	42011		Social Security	Building Inspector-major commercial & industrial projects	\$930 (\$930)
405	40	405	42010		Medicare	Building Inspector-major commercial & industrial projects	\$218 (\$218)
405	40	405	43260		Plan Check Services	Used only when an outside plan check is required. Offset by revenue	\$60,000 (\$60,000)
<b>Total Fund 405 Building and Safety</b>							<b>\$82,370 (\$82,370)</b>
<b>FUND 410 WATER QUALITY CONTROL</b>							
<u>Expenses</u>							
410	51	530	43316		NPDES Permit Studies	LWA mixing zone study	\$40,000 (\$40,000)
410	51	530	44001	115	Supples - Meters/Samplers	Increased monitoring at industries	\$15,000 (\$15,000)
410	51	530	45002	000	Turlock Irrigation District	Increased costs due to process control changes, construction & new Harding Drain pump station	\$250,000 (\$250,000)
410	51	531	44001	005	Supplies - Piping Supplies	Additional construction projects	\$15,000 (\$15,000)
<b>Total Fund 410 Water Quality Control</b>							<b>\$320,000 (\$320,000)</b>

EXHIBIT A

FY 13-14 MID YEAR BUDGET AMENDMENTS

Department						Amount	Effect to Fund Balance
<b>FUND 420 WATER ENTERPRISE</b>							
<u>Expenses</u>							
420	52	550	43501	Itron AMR Maintenance Agreements	Increase in equipment due to new AMR system	\$2,000	(\$2,000)
420	52	550	43502	Itron AMR Web-Based Hosting Service	Increase in equipment due to new AMR system	\$10,000	(\$10,000)
420	52	550	44001 005	Supplies - Piping Supplies	Additional construction projects	\$25,000	(\$25,000)
<b>Total Fund 420 Water Enterprise</b>						<u>\$37,000</u>	<u>(\$37,000)</u>
<b>FUND 501 INFORMATION TECHNOLOGY</b>							
<u>Revenue</u>							
501	10	130	38001 083	Transfers In Info Technology Support	To balance transfers in and out	\$3	\$3
<b>Total Fund 240 Small Equipment Replacement</b>						<u>\$3</u>	<u>\$3</u>
<b>FUND 506 VEHICLE REPLACEMENT</b>							
<u>Revenue</u>							
506	00	000	213 38001 090	Transfers in Vehicle Replacement	Error in adopted budget. Offsetting "Transfer Out" had been deleted in finalization of FY 13-14 budget.	(\$380,000)	(\$380,000)
506	00	000	306 38001 090	Transfers in Vehicle Replacement	Error in adopted budget. Offsetting "Transfer Out" had been deleted in finalization of FY 13-14 budget.	(\$245,000)	(\$245,000)
<b>Total Fund 506 Vehicle/Equipment Replacement</b>						<u>(\$625,000)</u>	<u>(\$625,000)</u>

**EXHIBIT B**

**City of Turlock Amended FY 13-14 Budget  
Fund: 110 - General Fund Summary**

<b>Department</b>	<b>FY 12-13 Amended Budget</b>	<b>FY 13-14 Adopted Budget</b>	<b>FY 13-14 Amended Budget</b>
<b>Expenses:</b>			
100 City Council	\$ 265,458.00	\$181,438.00	\$181,438.00
102 City Manager	\$ 511,741.00	\$517,189.00	\$517,189.00
104 City Clerk	\$ 131,648.00	\$47,455.00	\$77,455.00
106 Finance	\$ 792,117.00	\$782,616.00	\$788,976.00
108 City Attorney	\$ 449,134.00	\$435,739.00	\$437,139.00
110 Human Resources	\$ 714,477.00	\$650,430.00	\$654,699.00
112 General Government	\$ 978,418.00	\$787,189.00	\$896,738.00
200 Police Services - Support Operations Division	\$ 3,507,638.00	\$3,528,687.00	\$3,529,792.00
205 Police Services - Special Operations Division	\$ 3,223,687.00	\$3,137,089.00	\$3,161,181.00
210 Police Services - Field Operations Division	\$ 9,215,948.00	\$9,209,368.00	\$9,228,498.00
215 Animal Services	\$ 424,361.00	\$402,044.00	\$402,044.00
220 Neighborhood Services	\$ 425,797.00	\$361,903.00	\$362,453.00
300 Fire Department	\$ 7,046,536.00	\$7,256,228.00	\$7,380,455.00
400 Planning	\$ 785,149.00	\$772,974.00	\$797,700.00
500 Public Facilities	\$ 379,028.00	\$233,328.00	\$233,328.00
600 Park Maintenance	\$ 938,429.00	\$675,549.00	\$678,211.00
620 Parks, Recreation & Public Facilities Maintenance	\$ 428,273.00	\$318,842.00	\$320,183.00
622 Recreation - Programs & Events	\$ 40,897.00	\$46,479.00	\$48,816.00
624 Recreation - Sports	\$ 258,107.00	\$261,017.00	\$261,017.00
626 Recreation - Aquatics	\$ 148,334.00	\$158,076.00	\$158,076.00
630 Recreation - Prevention/Youth	\$ 292,451.00	\$367,199.00	\$382,199.00
<b>Total Expenses</b>	<b>\$ 30,957,628.00</b>	<b>\$ 30,130,839.00</b>	<b>\$ 30,497,587.00</b>
<b>Total Revenue</b>	<b>\$ 29,898,419.00</b>	<b>\$29,212,125.00</b>	<b>\$29,210,696.00</b>
<b>Total Revenue Over Expenses</b>	<b>\$ (1,059,209.00)</b>	<b>\$ (918,714.00)</b>	<b>\$ (1,286,891.00)</b>
<b>Fund 216 Streets: Local Transportation Funds (Street Maintenance Deficit</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fund 255 Housing Program Services Deficit</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Fund 256 Stanislaus Housing Consortia Deficit</b>		<b>\$ -</b>	<b>\$ -</b>
<b>Fund 405 Building and Safety Deficit</b>	<b>\$ (227,916.00)</b>	<b>\$ (288,600.00)</b>	<b>\$ (373,231.00)</b>
<b>Fund 502 Engineering Deficit</b>	<b>\$ (276,251.00)</b>	<b>\$ (210,281.00)</b>	<b>\$ (210,481.00)</b>
<b>Deficit Including Funds 216, 405 and 502</b>	<b>\$ (1,563,376.00)</b>	<b>\$ (1,417,595.00)</b>	<b>\$ (1,870,603.00)</b>
<b>Transfer to Fund 112 for Capital Purchases</b>	<b>\$ 1,232,574.00</b>	<b>\$ 851,000.00</b>	<b>\$ 851,000.00</b>

*This will effect the total General Fund Reserve in order to fund the purchase of equipment as part of the Five-Year Equipment Replacement Program.*