

City Council Agenda



MARCH 25, 2014

6:00 p.m.

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

**and via teleconference:
Hampton Inn Fall River/Wesport
53 Old Bedford Rd.
Westport, MA 02790
Telephone No. (508) 675-8500

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 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:** None

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

B. STAFF UPDATES

1. 2013 Police Annual Report (*Chief 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 02/20/14 in the amount of \$1,702,098; Demands of 02/27/14 in the amount of \$1,537,883.09
- B. Motion: Accepting Minutes of Regular Meeting of March 11, 2014
- C.
 1. Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$3,370.16 (Fund 215) for City Project No. 11-47, "Taylor Road Bikepath," bringing the contract total to \$186,579.16
 2. Motion: Accepting improvements for City Project No. 11-47, "Taylor Road Bikepath," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Accepting improvements for City Project No. 13-46, "Senior Center Fence Installation," and authorizing the City Engineer to file a Notice of Completion
- E. Motion: Accepting notification of Contract Change Order No. 9 in the amount of \$1,316 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,257,660
- F. Motion: Approving a one (1) year service agreement in an amount not to exceed \$2,750 (Fund 502) with Eagle Point Software, of Dubuque, IA, to provide the Pinnacle Series software program
- G. Resolution: Accepting donations received from January through March Fiscal Year 2013-14 in the amount of \$199.71, to be deposited in the appropriate account, and used for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities
- H. Motion: Approving a contract with the Housing Authority of the County of Stanislaus for non-school hour activities
- I. Motion: Approving an amendment to the October 23, 2012 Service Learning Agreement between California State University, Stanislaus and the City of Turlock (Police Department)
- J.
 1. Motion: Approving Amendment No. 3 to the Agreement with Zalreich Chemical Company, Inc., for the procurement of additional Aluminum Chlorohydrate in an increased amount of \$380,000, from Fund 410, bringing the contract total to \$1,080,080 for Fiscal Year 2013-14

2. Resolution: Appropriating \$380,000 to account number 410-51-530.44005_005 "Aluminum Chlorohydrate" from Fund 410 "Water Quality Control" reserve for the purchase of Aluminum Chlorohydrate
- K. Motion: Approving a renewed agreement between Romeo Medical Clinic and the City of Turlock Fire Department to provide annual physicals and pre-employment as necessary for Turlock Fire personnel, in an amount not to exceed \$14,256, and authorizing the City Manager to sign the agreement and all future renewal agreements

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:**

- A. Request to accept the results of the Proposition 218 process for the consideration of increasing the monthly water fees and charges effective July 1, 2014 and amending Turlock Municipal Code Title 6, Chapter 5, Article 5, Section 01 and Title 6, Chapter 5, Article 7, Section 01(b) to implement updated fees and charges for property related water services. (Cooke)

Recommended Action:

Motion: Accepting the results of the Proposition 218 process for the consideration of increasing the monthly water fees and charges effective July 1, 2014

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 5, Article 5, Section 01 and Title 6, Chapter 5, Article 7, Section 01(b) to implement updated fees and charges for property related water services

8. **SCHEDULED MATTERS**

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

Recommended Action:

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

- B. Request to approve a new Public Safety Business Analyst job description within the Turlock Police Department and the hiring of one (1) Public Safety Business Analyst through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed. (Jackson)

Recommended Action:

Resolution: Approving a new Public Safety Business Analyst job description within the Turlock Police Department and authorizing the hiring of one (1) Public Safety Business Analyst through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed

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

12. ADJOURNMENT

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
 OF 2/20/14 IN THE AMOUNT OF \$1,702,098; }
 DEMANDS OF 2/27/14 IN THE AMOUNT OF }
 \$1,537,883.09 }

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:
2/20/14	\$1,702,098.00
2/27/14	\$1,537,883.09

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of March, 2014, by the following vote:

AYES:
 NOES:
 NOT PARTICIPATING:
 ABSENT:

ATTEST:

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

Payment Register

From Payment Date: 2/14/2014 - To Payment Date: 2/20/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
96656	02/14/2014	Open			Accounts Payable	CINCINNATI LIFE INS INC	\$815.78		
	Paying Fund			Cash Account					
	104 - Payroll Clearing Fund			104.11000 (Cash)					\$815.78
96657	02/14/2014	Open			Accounts Payable	COMBINED BENEFITS ADMIN-	\$8,941.82		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)					\$8,941.82
96658	02/14/2014	Open			Accounts Payable	COMBINED BENEFITS ADMIN/	\$3,267.80		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)					\$3,267.80
96659	02/14/2014	Open			Accounts Payable	COMBINED BENEFITS ADMIN=	\$131,739.70		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)					\$131,739.70
96660	02/14/2014	Open			Accounts Payable	VISION SERVICE PLAN CA	\$7,009.63		
	Paying Fund			Cash Account					
	511 - Health Care			511.11000 (Cash)					\$7,009.63
96661	02/14/2014	Open			Accounts Payable	VS VISUAL STATEMENT INC.	\$744.50		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)					\$744.50
96662	02/14/2014	Open			Accounts Payable	GUEST SERVICES ATTN KAREN, BUILDING K	\$167.32		
	Paying Fund			Cash Account					
	265 - Fire Department Grants			265.11000 (Cash)					\$167.32
96663	02/18/2014	Open			Utility Management Refund	AGUILAR, JOSE, RAFAEL	\$121.16		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)					\$121.16
96664	02/18/2014	Open			Utility Management Refund	DONIAK, EDWARD	\$220.27		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)					\$220.27
96665	02/18/2014	Open			Utility Management Refund	LINDSKOOG, JOHN	\$86.26		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)					\$86.26
96666	02/18/2014	Open			Utility Management	NIETSCHKE, ASHLI	\$92.29		

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Payment Register

From Payment Date: 2/14/2014 - To Payment Date: 2/20/2014

Paying Fund	Refund	Cash Account	Amount
96667		420 - WATER 02/18/2014 Open Paying Fund	\$92.29
		Accounts Payable	
		LOHMAN, TIM	\$88.00
96668		265 - Fire Department Grants 02/20/2014 Open Paying Fund	\$88.00
		Accounts Payable	
		ABS DIRECT INC	\$2,538.18
96669		420 - WATER 02/20/2014 Open Paying Fund	\$319.19
		Accounts Payable	
		ACCOUNTEMPMS INC	\$319.19
96670		410 - WATER QUALITY CONTROL (WQC) 02/20/2014 Open Paying Fund	\$61.30
		Accounts Payable	
		AIRGAS NCN	\$61.30
96671		110 - General Fund 02/20/2014 Open Paying Fund	\$346.50
		Accounts Payable	
		ALL VALLEY SMOG INC	\$346.50
96672		110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 02/20/2014 Open Paying Fund	\$220.00
		Accounts Payable	
		APPLIED PEST MANAGEMENT INC	\$220.00
96673		410 - WATER QUALITY CONTROL (WQC) 02/20/2014 Open Paying Fund	\$89.98
		Accounts Payable	
		ARMOR FIRE EXTINGUISHER	\$89.98
96674		110 - General Fund 217 - Streets - Gas Tax 426 - Transit - BLAST 02/20/2014 Open Paying Fund	\$31.67
		Accounts Payable	
		AT&T/SBC	\$31.67
96675		110 - General Fund 02/20/2014 Open Paying Fund	\$121.31
		Accounts Payable	
		BURTON'S FIRE APPARATUS	\$121.31

Payment Register

From Payment Date: 2/14/2014 - To Payment Date: 2/20/2014

96676	110 - General Fund 02/20/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	CA-NV SECTION AWWA	\$121.31	
			Cash Account			Amount	\$360.00
96677	420 - WATER 02/20/2014 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	CENTRAL SANITARY SUPPLY	\$1,899.74	
			Cash Account			Amount	\$382.00
96678	410 - WATER QUALITY CONTROL (WQC) 02/20/2014 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	CHAMPION INDUSTRIAL	\$1,899.74	
			Cash Account			Amount	\$132.00
96679	410 - WATER QUALITY CONTROL (WQC) 501 - Information Technology 02/20/2014 Paying Fund	Open	501.11000 (Cash)	Accounts Payable	CHILDREN'S CRISIS CENTER	\$250.00	
			Cash Account			Amount	\$3,349.61
96680	255 - CDBG 02/20/2014 Paying Fund	Open	255.11000 (Cash)	Accounts Payable	CITY OF TURLOCK - CASH	\$3,349.61	
			Cash Account			Amount	\$109.61
96681	110 - General Fund 255 - CDBG 426 - Transit - BLAST 02/20/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	CLAYTON A. TITUS INC	\$93.61	
			255.11000 (Cash)			\$11.00	
			426.11000 (Cash)			\$5.00	
			Cash Account			Amount	\$2,245.74
96682	305 - Capital Facility Fees 02/20/2014 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	COMBINED BENEFITS ADMIN C	\$2,245.74	
			Cash Account			Amount	\$94,369.19
96683	511 - Health Care 02/20/2014 Paying Fund	Open	511.11000 (Cash)	Accounts Payable	CUMMINS PACIFIC LLC	\$94,369.19	
			Cash Account			Amount	\$3,957.47
96684	426 - Transit - BLAST 02/20/2014 Paying Fund	Open	426.11000 (Cash)	Accounts Payable	DELTA WIRELESS & NETWORK	\$3,957.47	
			Cash Account			Amount	\$165.73
96685	110 - General Fund 02/20/2014 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	EFS WEST	\$29,212.50	
			Cash Account			Amount	\$10.00
96686	426 - Transit - BLAST 02/20/2014 Paying Fund	Open	426.11000 (Cash)	Accounts Payable	EQUIFAX	\$29,212.50	
			Cash Account			Amount	\$10.00
	255 - CDBG		255.11000 (Cash)			Amount	\$10.00

Payment Register

From Payment Date: 2/14/2014 - To Payment Date: 2/20/2014

Account Number	Payment Date	Open	Paying Fund	Account Description	Account Type	Cash Account	Amount
96694	02/20/2014	Open			Accounts Payable	MUNISERVICES LLC	\$625.00
					Cash Account		
					110 - General Fund	110.11000 (Cash)	\$625.00
96695	02/20/2014	Open			Accounts Payable	NEW WORLD SYSTEM CORP	\$48,600.00
					Cash Account		
					110 - General Fund	110.11000 (Cash)	\$15,000.00
					227 - Public Safety Tax	227.11000 (Cash)	\$21,000.00
					240 - Small Equipment Replacement	240.11000 (Cash)	\$12,600.00
96696	02/20/2014	Open			Accounts Payable	OVERAA & CO INC, C	\$755,927.07
					Cash Account		
					415 - Sewer Bond Projects	415.11000 (Cash)	\$755,927.07
96697	02/20/2014	Open			Accounts Payable	P G & E	\$9,145.88
					Cash Account		
					110 - General Fund	110.11000 (Cash)	\$204.73
					217 - Streets - Gas Tax	217.11000 (Cash)	\$8.11
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$190.65
					426 - Transit - BLAST	426.11000 (Cash)	\$37.46
					505 - Fleet	505.11000 (Cash)	\$8,704.93
96698	02/20/2014	Open			Accounts Payable	PAUL'S PAINT COMPANY	\$53.73
					Cash Account		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$53.73
96699	02/20/2014	Open			Accounts Payable	PETERSON EXCAVATION INC	\$4,560.00
					Cash Account		
					420 - WATER	420.11000 (Cash)	\$4,560.00
96700	02/20/2014	Open			Accounts Payable	PK SAFETY SUPPLY	\$1,851.15
					Cash Account		
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,851.15
96701	02/20/2014	Open			Accounts Payable	PLATT ELECTRIC SUPPLY	\$1,646.75
					Cash Account		
					110 - General Fund	110.11000 (Cash)	\$972.51
					246 - Landscape Assessment	246.11000 (Cash)	\$674.24
96702	02/20/2014	Open			Accounts Payable	PRESORT CTR STOCKTON INC	\$9,399.47
					Cash Account		
					110 - General Fund	110.11000 (Cash)	\$3,133.15
					410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$3,133.16
					420 - WATER	420.11000 (Cash)	\$3,133.16
96703	02/20/2014	Open			Accounts Payable	PROTECH SECURITY/ELEG INC	\$1,418.00

Payment Register

From Payment Date: 2/14/2014 - To Payment Date: 2/20/2014

Paying Fund	Cash Account	Amount
96704	410 - WATER QUALITY CONTROL (WQC) 02/20/2014 Open Accounts Payable R L RIGHETTI ENTERPRISES INC.	\$1,418.00
	Paying Fund	Amount
96705	110 - General Fund 02/20/2014 Open Accounts Payable RAY MORGAN COMPANY	\$5,882.23
	Paying Fund	Amount
	110 - General Fund	\$1,800.97
	205 - Sports Facilities	\$29.50
	217 - Streets - Gas Tax	\$1.37
	246 - Landscape Assessment	\$3.64
	405 - Building	\$9.64
	410 - WATER QUALITY CONTROL (WQC)	\$642.11
	420 - WATER	\$48.32
	502 - Engineering	\$186.19
96706	02/20/2014 Open Accounts Payable ROMEO MEDICAL CLINIC	\$1,450.00
	Paying Fund	Amount
	110 - General Fund	\$991.00
	205 - Sports Facilities	\$75.00
	246 - Landscape Assessment	\$130.00
96707	410 - WATER QUALITY CONTROL (WQC) 02/20/2014 Open Accounts Payable SAN JOAQUIN VALLEY	\$254.00
	Paying Fund	Amount
	420 - WATER	\$479.00
96708	02/20/2014 Open Accounts Payable SHARPENING SHOP	\$81.45
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC)	\$20.00
	420 - WATER	\$61.45
96709	02/20/2014 Open Accounts Payable SHORE CHEMICAL COMPANY	\$45.63
	Paying Fund	Amount
	420 - WATER	\$45.63
96710	02/20/2014 Open Accounts Payable SIERRA CHEMICAL CO	\$7,041.71
	Paying Fund	Amount
	410 - WATER QUALITY CONTROL (WQC)	\$7,041.71
96711	02/20/2014 Open Accounts Payable SOUTHWEST SCHOOL &	\$472.74
	Paying Fund	Amount
	270 - Recreation Grants	\$472.74

Payment Register

From Payment Date: 2/14/2014 - To Payment Date: 2/20/2014

96712	02/20/2014	Open	Accounts Payable	SPRINT	Amount
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$263.36
	205 - Sports Facilities		205.11000 (Cash)		\$61.04
	217 - Streets - Gas Tax		217.11000 (Cash)		\$57.01
	246 - Landscape Assessment		246.11000 (Cash)		\$31.03
	270 - Recreation Grants		270.11000 (Cash)		\$25.03
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$166.86
	420 - WATER		420.11000 (Cash)		\$136.58
	505 - Fleet		505.11000 (Cash)		\$38.68
96713	02/20/2014	Open	Accounts Payable	STANISLAUS CTY SHERIFF	\$563.28
	Paying Fund		Cash Account		
	104 - Payroll Clearing Fund		104.11000 (Cash)		\$563.28
96714	02/20/2014	Open	Accounts Payable	STATE OF CALIFORNIA	\$1,983.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$1,983.00
96715	02/20/2014	Open	Accounts Payable	SUPPORT PAYMENT CLEARING	\$439.13
	Paying Fund		Cash Account		
	104 - Payroll Clearing Fund		104.11000 (Cash)		\$439.13
96716	02/20/2014	Open	Accounts Payable	T I D	\$195,570.22
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$21,933.64
	216 - Streets - Local Transportation		216.11000 (Cash)		\$25,205.91
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$129,610.40
	420 - WATER		420.11000 (Cash)		\$18,820.27
96717	02/20/2014	Open	Accounts Payable	THE MECHANICS BANK	\$39,785.64
	Paying Fund		Cash Account		
	415 - Sewer Bond Projects		415.11000 (Cash)		\$39,785.64
96718	02/20/2014	Open	Accounts Payable	T I D	\$6,726.00
	Paying Fund		Cash Account		
	305 - Capital Facility Fees		305.11000 (Cash)		\$6,726.00
96719	02/20/2014	Open	Accounts Payable	TURLOCK CITY TOW INC	\$221.00
	Paying Fund		Cash Account		
	110 - General Fund		110.11000 (Cash)		\$221.00
96720	02/20/2014	Open	Accounts Payable	TURLOCK RADIATOR SERVICE	\$26.91
	Paying Fund		Cash Account		
	217 - Streets - Gas Tax		217.11000 (Cash)		\$26.91

Payment Register

From Payment Date: 2/14/2014 - To Payment Date: 2/20/2014

Payment ID	Paying Fund	Open	Account Type	Account Name	Amount
96721	02/20/2014	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	\$200,000.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$200,000.00
96722	02/20/2014	Open	Accounts Payable	UNIVAR USA INC	\$7,986.87
	Paying Fund		Cash Account		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$7,986.87
96723	02/20/2014	Open	Accounts Payable	US BANK-VISA :	\$43,821.77
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$19,861.34
	112 - Capital Purchases		112.11000 (Cash)		\$891.52
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		\$1,959.41
	205 - Sports Facilities		205.11000 (Cash)		\$2,640.29
	215 - Streets - Grant Funded Projects		215.11000 (Cash)		\$1,543.92
	217 - Streets - Gas Tax		217.11000 (Cash)		\$395.70
	226 - Traffic Tax		226.11000 (Cash)		\$335.79
	242 - Computer Replacement		242.11000 (Cash)		\$42.93
	246 - Landscape Assessment		246.11000 (Cash)		\$786.22
	255 - CDBG		255.11000 (Cash)		\$241.76
	266 - Police Services Grants		266.11000 (Cash)		\$602.06
	270 - Recreation Grants		270.11000 (Cash)		\$498.47
	305 - Capital Facility Fees		305.11000 (Cash)		\$1,381.87
	405 - Building		405.11000 (Cash)		\$322.92
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$7,271.78
	420 - WATER		420.11000 (Cash)		\$2,723.48
	425 - Transit - Dial A Ride		425.11000 (Cash)		\$677.78
	426 - Transit - BLAST		426.11000 (Cash)		\$1,046.73
	502 - Engineering		502.11000 (Cash)		\$557.84
	602 - Downtown Improvement Project		602.11000 (Cash)		\$39.96
96724	02/20/2014	Open	Accounts Payable	VAN DE POL ENTERPRISE INC	\$390.36
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$390.36
96725	02/20/2014	Open	Accounts Payable	VERIZON WIRELESS	\$880.91
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$29.44
	241 - Asset Replacement		241.11000 (Cash)		\$35.30
	405 - Building		405.11000 (Cash)		\$84.28
	502 - Engineering		502.11000 (Cash)		\$731.89

Payment Register

From Payment Date: 2/14/2014 - To Payment Date: 2/20/2014

Check Number	Date	Open/Paying Fund	Account	Account Type	Payee	Amount
96726	02/20/2014	Open	Cash Account	Accounts Payable	WEST PUBLISHING CORPORATION	\$137.45
			110.11000 (Cash)			\$137.45
96727	02/20/2014	Open	Cash Account	Accounts Payable	ZALREICH CHEMICAL CO INC	\$35,419.48
96728	02/20/2014	Open	Cash Account	Accounts Payable	D-PREP, LLC	\$676.00
96729	02/20/2014	Open	Cash Account	Accounts Payable	DODGEN, MEREDITH & DAVID	\$9,350.00
96730	02/20/2014	Open	Cash Account	Accounts Payable	HAGAR, JENNIFER	\$162.00
96731	02/20/2014	Open	Cash Account	Accounts Payable	HILTON GARDEN INN NAPA	\$324.90
96732	02/20/2014	Open	Cash Account	Accounts Payable	JUSTIN'S CPR	\$300.00
96733	02/20/2014	Open	Cash Account	Accounts Payable	MELTON, JAMIE	\$15.00
96734	02/20/2014	Open	Cash Account	Accounts Payable	NATIONAL NOTARY ASSOCIATION	\$156.00
96735	02/20/2014	Open	Cash Account	Accounts Payable	NEW WORLD SYSTEMS	\$660.00
96736	02/20/2014	Open	Cash Account	Accounts Payable	SAFE-T-LITE CO INC	\$4,368.85
Type Check Totals:						\$1,702,098.00
AP - Accounts Payable Totals						

Reconciled Amount

Payment Register

From Payment Date: 2/14/2014 - To Payment Date: 2/20/2014

Open	81	\$1,702,098.00	\$0.00
Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
Total	81	\$1,702,098.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$1,702,098.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	81	\$1,702,098.00	\$0.00

Grand Totals:

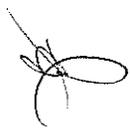
Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$1,702,098.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	81	\$1,702,098.00	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	81	\$1,702,098.00	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	81	\$1,702,098.00	\$0.00

Payment Register

From Payment Date: 2/21/2014 - To Payment Date: 2/27/2014

5A2



Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96737	02/24/2014	Open		Cash Account	Accounts Payable	CRUZIN' CRITTERS	\$1,000.00		
	Paying Fund			204 - AB 939 Integrated Waste Mgmt					
				204.11000 (Cash)				\$1,000.00	
96738	02/25/2014	Voided	DEPT REQUESTED	02/26/2014	Accounts Payable	WESTAMERICA BANK	\$95,600.00		
	Paying Fund			Cash Account					
				255 - CDBG				\$95,600.00	
96739	02/27/2014	Open		Cash Account	Accounts Payable	A & A PORTABLES INC	\$570.68		
	Paying Fund			301 - Capital Improvement					
				301.11000 (Cash)				\$570.68	
96740	02/27/2014	Open		Cash Account	Accounts Payable	ABS DIRECT INC	\$5,300.00		
	Paying Fund			110 - General Fund				\$5,300.00	
				02/27/2014				\$332.31	
96741	02/27/2014	Open		Cash Account	Accounts Payable	ACCUITEMPS INC	\$332.31		
	Paying Fund			410 - WATER QUALITY CONTROL (WQC)					
				410.11000 (Cash)				\$166.15	
96742	02/27/2014	Open		Cash Account	Accounts Payable	AIRGAS NCN	\$975.86		
	Paying Fund			420 - WATER				\$166.16	
				02/27/2014				\$493.00	
96743	02/27/2014	Open		Cash Account	Accounts Payable	ARMSTRONG MONITORING CORPORATION	\$493.00		
	Paying Fund			110 - General Fund				\$76.31	
				410 - WATER QUALITY CONTROL (WQC)				\$756.94	
				420 - WATER				\$142.61	
96744	02/27/2014	Open		Cash Account	Accounts Payable	AT & T	\$723.58		
	Paying Fund			110 - General Fund				\$723.58	
				02/27/2014				\$3,235.94	
96745	02/27/2014	Open		Cash Account	Accounts Payable	AT&T / CALNET 2	\$3,235.94		
	Paying Fund			110 - General Fund				\$2,771.51	
				205 - Sports Facilities				\$22.53	

Payment Register

From Payment Date: 2/21/2014 - To Payment Date: 2/27/2014

255 - CDBG	255.11000 (Cash)				\$13.42
405 - Building	405.11000 (Cash)				\$13.06
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$201.77
420 - WATER	420.11000 (Cash)				\$37.53
501 - Information Technology	501.11000 (Cash)				\$86.16
502 - Engineering	502.11000 (Cash)				\$13.64
505 - Fleet	505.11000 (Cash)				\$76.32
96746	Accounts Payable	AT&T INFO SYSTEM			\$178.74
	Cash Account			Amount	
110 - General Fund	110.11000 (Cash)				\$178.74
96747	Accounts Payable	AT&T MOBILITY			\$844.92
	Cash Account			Amount	
110 - General Fund	110.11000 (Cash)				\$844.92
96748	Accounts Payable	BALSWICK'S TIRE SHOP INC			\$193.61
	Cash Account			Amount	
110 - General Fund	110.11000 (Cash)				\$193.61
96749	Accounts Payable	BB PRINTS IT LLC			\$88.79
	Cash Account			Amount	
246 - Landscape Assessment	246.11000 (Cash)				\$35.52
405 - Building	405.11000 (Cash)				\$53.27
96750	Accounts Payable	BLX GROUP LLC			\$2,250.00
	Cash Account			Amount	
621 - Successor Agency - Non LMI	621.11000 (Cash)				\$2,250.00
96751	Accounts Payable	BURTON'S FIRE APPARATUS			\$1,918.21
	Cash Account			Amount	
110 - General Fund	110.11000 (Cash)				\$1,918.21
96752	Accounts Payable	CAROLLO ENGINEERS			\$179,839.44
	Cash Account			Amount	
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$63,951.00
415 - Sewer Bond Projects	415.11000 (Cash)				\$85,857.21
420 - WATER	420.11000 (Cash)				\$30,031.23
96753	Accounts Payable	CENTRAL VALLEY CONCRETE			\$542.26
	Cash Account			Amount	
217 - Streets - Gas Tax	217.11000 (Cash)				\$357.92
246 - Landscape Assessment	246.11000 (Cash)				\$184.34
96754	Accounts Payable	CENTRAL VALLEY ELECTRONIC			\$39.71
	Cash Account			Amount	

Payment Register

From Payment Date: 2/21/2014 - To Payment Date: 2/27/2014

Payment ID	Fund	Account	Account Name	Amount
96755	110 - General Fund	02/27/2014	Accounts Payable	\$39.71
			110.11000 (Cash)	
			CHARTER COMMUNICATIONS	\$1,219.24
			Cash Account	
96756	110 - General Fund	02/27/2014	Accounts Payable	\$9,558.85
			110.11000 (Cash)	
			410 - WATER QUALITY CONTROL (WQC)	\$49.99
			410.11000 (Cash)	\$202.48
			420 - WATER	\$42.50
			420.11000 (Cash)	\$924.27
			501 - Information Technology	
			501.11000 (Cash)	
			CITY OF MODESTO	
			Cash Account	
96757	410 - WATER QUALITY CONTROL (WQC)	02/27/2014	Accounts Payable	\$9,558.85
			410.11000 (Cash)	
			COMBINED BENEFITS ADMIN C	\$34,743.79
			Cash Account	
96758	511 - Health Care	02/27/2014	Accounts Payable	\$3,780.35
			511.11000 (Cash)	
			DEL PUERTO WATER DISTRICT	\$51.79
			Cash Account	
96759	410 - WATER QUALITY CONTROL (WQC)	02/27/2014	Accounts Payable	\$3,780.35
			410.11000 (Cash)	
			DEPT RESOURCE RECYCLING & RECOVERY	\$720.00
			Cash Account	
96760	410 - WATER QUALITY CONTROL (WQC)	02/27/2014	Accounts Payable	\$51.79
			410.11000 (Cash)	
			ENGINEERED FIRE SYST INC	\$720.00
			Cash Account	
96761	110 - General Fund	02/27/2014	Accounts Payable	\$50,000.00
			110.11000 (Cash)	
			FIRST AMERICAN TITLE INC	\$2,989.25
			Cash Account	
96762	255 - CDBG	02/27/2014	Accounts Payable	\$25,000.00
			255.11000 (Cash)	
			256 - Stanislaus Housing Consortia	\$25,000.00
			256.11000 (Cash)	
			G3 ENGINEERING, INC.	
			Cash Account	
96763	410 - WATER QUALITY CONTROL (WQC)	02/27/2014	Accounts Payable	\$2,989.25
			410.11000 (Cash)	
			GOMES & SONS INC, JOE M	\$18,586.74
			Cash Account	
	110 - General Fund			\$10,128.95
	205 - Sports Facilities			\$241.96
	217 - Streets - Gas Tax			\$772.97
	246 - Landscape Assessment			\$1,310.15
	255 - CDBG			\$62.48

Payment Register

From Payment Date: 2/21/2014 - To Payment Date: 2/27/2014

96764	405 - Building	405.11000 (Cash)			\$145.45
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,587.89
	420 - WATER	420.11000 (Cash)			\$713.65
	425 - Transit - Dial A Ride	425.11000 (Cash)			\$1,518.56
	426 - Transit - BLAST	426.11000 (Cash)			\$860.11
	502 - Engineering	502.11000 (Cash)			\$170.56
	505 - Fleet	505.11000 (Cash)			\$74.01
	02/27/2014 Open	Accounts Payable	HOLT OF CALIFORNIA INC		\$88.92
	Paying Fund	Cash Account		Amount	
96765	420 - WATER	420.11000 (Cash)			\$88.92
	02/27/2014 Open	Accounts Payable	JCS PROPERTIES LLC		\$1,265.55
	Paying Fund	Cash Account		Amount	
96766	625 - Successor Agency - LMI	625.11000 (Cash)			\$1,265.55
	02/27/2014 Open	Accounts Payable	JUSTUS LAWNMOWER SHOP INC		\$39.59
	Paying Fund	Cash Account		Amount	
96767	110 - General Fund	110.11000 (Cash)			\$39.59
	02/27/2014 Open	Accounts Payable	KID TIME FITNESS COMPANY		\$518.40
	Paying Fund	Cash Account		Amount	
96768	110 - General Fund	110.11000 (Cash)			\$518.40
	02/27/2014 Open	Accounts Payable	MAGIC SANDS MOBILE HOME PARK		\$252.54
	Paying Fund	Cash Account		Amount	
96769	625 - Successor Agency - LMI	625.11000 (Cash)			\$252.54
	02/27/2014 Open	Accounts Payable	MAZE & ASSOCIATES		\$12,120.00
	Paying Fund	Cash Account		Amount	
96770	110 - General Fund	110.11000 (Cash)			\$12,120.00
	02/27/2014 Open	Accounts Payable	MC COY TRUCK TIRE SERVICE CENTER INC		\$2,834.05
	Paying Fund	Cash Account		Amount	
96771	426 - Transit - BLAST	426.11000 (Cash)			\$2,834.05
	02/27/2014 Open	Accounts Payable	MID CAL PIPELINE/UTIL INC		\$188,022.10
	Paying Fund	Cash Account		Amount	
96772	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$80,849.50
	420 - WATER	420.11000 (Cash)			\$107,172.60
	02/27/2014 Open	Accounts Payable	MULBERRY MOBILE PARK		\$156.98
	Paying Fund	Cash Account		Amount	
96773	625 - Successor Agency - LMI	625.11000 (Cash)			\$156.98
	02/27/2014 Open	Accounts Payable	NEOBITS		\$2,386.36

Payment Register

From Payment Date: 2/21/2014 - To Payment Date: 2/27/2014

Paying Fund	Cash Account	Amount
246 - Landscape Assessment	246.11000 (Cash)	\$794.65
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$794.67
420 - WATER	420.11000 (Cash)	\$797.04
02/27/2014 Open	Accounts Payable P G & E	\$393.77
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$242.29
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$151.48
02/27/2014 Open	Accounts Payable P H & S PRODUCTS LLC	\$908.00
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$908.00
02/27/2014 Open	Accounts Payable PATCHETT FORD MERCURY INC	\$50,901.54
Paying Fund	Cash Account	Amount
241 - Asset Replacement	241.11000 (Cash)	\$50,901.54
02/27/2014 Open	Accounts Payable ROWE'S UPHOLSTERY	\$100.00
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$100.00
02/27/2014 Open	Accounts Payable SALLY SWANSON ARCHITECTS INC	\$3,268.80
Paying Fund	Cash Account	Amount
301 - Capital Improvement	301.11000 (Cash)	\$3,268.80
02/27/2014 Open	Accounts Payable SCOTT'S PPE RECON	\$1,410.86
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$1,410.86
02/27/2014 Open	Accounts Payable SHARPENING SHOP	\$118.42
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$118.42
02/27/2014 Open	Accounts Payable SIERRA MOUNTAIN CONSTRUCTION INC	\$45,446.10
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$45,446.10
02/27/2014 Open	Accounts Payable SOUTHWEST SCHOOL &	\$30.40
Paying Fund	Cash Account	Amount
270 - Recreation Grants	270.11000 (Cash)	\$30.40
02/27/2014 Open	Accounts Payable T I D	\$1,751.12
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,751.12
02/27/2014 Open	Accounts Payable TEICHERT CONSTRUCTION INC	\$33,936.38

Payment Register

From Payment Date: 2/21/2014 - To Payment Date: 2/27/2014

Paying Fund	Cash Account	Amount
96785	215 - Streets - Grant Funded Projects 02/27/2014 Open Paying Fund	\$33,936.38
	Accounts Payable	
	TURLOCK SCAVENGER/SWEEPIN	\$19,931.50
96786	410 - WATER QUALITY CONTROL (WQC) 02/27/2014 Open Paying Fund	\$19,931.50
	Accounts Payable	
	VAN DE POL ENTERPRISE INC	\$409.54
96787	110 - General Fund 02/27/2014 Open Paying Fund	\$175.00
	Accounts Payable	
	VERIZON BUSINESS	\$175.00
96788	110 - General Fund 02/27/2014 Open Paying Fund	\$129.99
	Accounts Payable	
	VERIZON WIRELESS	\$129.99
96789	110 - General Fund 02/27/2014 Open Paying Fund	\$615.00
	Accounts Payable	
	WALKER ASSOC INC, LARRY	\$615.00
96790	410 - WATER QUALITY CONTROL (WQC) 02/27/2014 Open Paying Fund	\$738,759.64
	Accounts Payable	
	WEST AMERICA BANK	\$738,759.64
96791	241 - Asset Replacement 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 02/27/2014 Open Paying Fund	\$2,894.88
	Accounts Payable	
	WESTERN VIEW MOBILE RANCH	\$2,894.88
96792	625 - Successor Agency - LMI 02/27/2014 Open Paying Fund	\$614.60
	Accounts Payable	
	WESTFORK ESTATES	\$614.60
96793	625 - Successor Agency - LMI 02/27/2014 Open Paying Fund	\$10,000.00
	Accounts Payable	
	YOUNG, DAVE, E	\$10,000.00
96794	110 - General Fund 02/27/2014 Open Paying Fund	\$2,198.00
	Accounts Payable	
	JOEL PEREZ C/O MICHAEL D. SCHEID PERRY & ASSOC.	\$2,198.00
96795	110 - General Fund 02/27/2014 Open Paying Fund	\$80.00
	Accounts Payable	
	LEON, SERGIO	\$80.00

Payment Register

From Payment Date: 2/21/2014 - To Payment Date: 2/27/2014

Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	\$80.00
02/27/2014	Accounts Payable	PICCIANO, ERIC
Paying Fund	Cash Account	Amount
405 - Building	405.11000 (Cash)	\$176.00
02/27/2014	Accounts Payable	TRUJILLO, GUY
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$172.00
61 Transactions		\$1,537,883.09

Type Check Totals:
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$1,442,283.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$95,600.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	61	\$1,537,883.09	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$1,442,283.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$95,600.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	61	\$1,537,883.09	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$1,442,283.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$95,600.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	61	\$1,537,883.09	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	60	\$1,442,283.09	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	1	\$95,600.00	\$0.00
	Stopped	0	\$0.00	\$0.00

City of Turlock

Payment Register

From Payment Date: 2/21/2014 - To Payment Date: 2/27/2014

Total	61	\$1,537,883.09	\$0.00
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MARCH 11, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

- 1. A. **CALL TO ORDER** –Vice Mayor Forrest White called the meeting to order at 6:05 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar (*arrived at 6:10 p.m.*)
ABSENT: None

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:

- A. Mayor Lazar presented a Proclamation to Rebecca Ciszek in recognition of American Red Cross Month, March 2014.

Mayor Lazar arrived at the meeting at 6:10 p.m. Vice Mayor White turned the meeting over to Mayor John Lazar.

- B. City Manager Roy Wasden and CSUS President Joseph Sheley presented information about the City's and University's joint membership in the International Town & Gown Association organization and the benefits the membership provides. Dr. Sheley highlighted the services and programs provided by the organization and the importance of collaboration between cities and universities in order to build relationships and create improved "quality of life" communities.

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 February, Monte Vista Avenue Rehabilitation project, Columbia Park Restroom project, Golden State Boulevard and F Street Traffic Signal project, and the close out status of the Public Safety Facility project.

C. PUBLIC PARTICIPATION: None

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

5. CONSENT CALENDAR:

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, to adopt the 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. 2014-043** Accepting Demands of 2/6/14 in the amount of \$1,503,728.69; Demands of 2/13/14 in the amount of \$794,616.05
- B. Motion: Accepting Minutes of Regular Meeting of February 25, 2014
- C. Motion: Approving Amendment No. 4 to the Retainer Agreement (Contract No. 11-918) with Bureau Veritas North America, Inc., of Sacramento, California, for plan check services, in an amount not to exceed \$80,000
- D.
 1. Motion: Approving of Contract Change Order No. 3 (Final) in the amount of \$14,848.66 (Fund 420) for City Project No. 10-24, "Well No. 40 Sitework," bringing the contract total to \$237,335.01
 2. Motion: Accepting improvements for City Project No. 10-24, "Well No. 40 Sitework," and authorizing the City Engineer to file a Notice of Completion
- E. Motion: Approving a service agreement with Mission Linen & Uniform Services of Modesto to provide uniform rental and laundry services for the Municipal Services Division, Parks, Recreation and Public Facilities Division, and miscellaneous items for other departments for a period of thirty six (36) months, in an annual amount not to exceed \$50,000, for a total amount of \$150,000 for thirty-six (36) months
- F. Motion: Approving a standard Surplus Tree Leaf Beneficial Reuse Agreement for the beneficial reuse of tree leaves collected annually by the City of Turlock Leaf Pick Up Program for reuse on farmland as a soil amendment
- G. **Resolution No. 2014-044** Accepting a donation from Dr. Ram Saini in the amount of \$4,009 to be deposited into account number 269-60-614-380.37200_000 "Parks Donations-General" and appropriating said funds to account number 269-60-614-380.47124 "Parks Donation Expenses" for signage at the Singh Walkway
- H. **Resolution No. 2014-045** Approving the purchase of three (3) replacement marked police motorcycles for Turlock Police Department from Long Beach BMW Motorcycles, Long Beach, California, from account number 112-10-116.51156 "Police Motorcycles" in an amount not to exceed \$85,129.05
- I. Motion: Rejecting Claim for Damages filed by Jonathan Solorio
- J. Motion: Rejecting Claim for Damages filed by Elisa Morales

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:** None





8. SCHEDULED MATTERS:

- A. Parks, Recreation and Community Facilities Manager Erik Schulze presented the staff report on the request to rescind Resolution No. 2008-154 and accept the Parks, Recreation and Community Programs Commission's recommendation to update the Public Facilities and Parks Naming Nomination process.

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

Action: **Resolution No. 2014-046** Rescinding Resolution No. 2008-154 and accepting the Parks, Recreation and Community Programs Commission's recommendation to update the Public Facilities and Parks Naming Nomination process was introduced by Councilmember White, seconded by Councilmember Bublak, and carried 5/0 by the following vote:

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

- B. Parks, Recreation and Community Facilities Manager Erik Schulze presented the staff report on the request to rename Sunnyview Park to "Quaile Rand Norton Park" in honor and recognition of the late Mayor for his commitment and contributions to the City of Turlock.

Mayor Lazar acknowledged Mrs. Norton in the audience and thanked her for the request to rename the park.

Mayor Lazar asked for public comment.

Ms. Donna Pierce spoke on behalf of Mrs. Quaile Rand Norton and in favor of renaming the park for reasons including the many activities, civic clubs and community contributions the late Quaile Rand Norton made to the community of Turlock.

Mayor Lazar closed public comment.

Action: **Resolution No. 2014-047** Renaming Sunnyview Park to "Quaile Rand Norton Park" in honor and recognition of the late Mayor for his commitment and contributions to the City of Turlock was introduced by Councilmember Bublak, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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



- C. Development Services Director Mike Pitcock presented the staff report on the request to make the determination that City Project No. 12-35, "Various Road Rehabilitation," is exempt from the provisions of CEQA, award bid and approve an agreement in the amount of \$836,841.40 with Teichert Construction, Inc., and appropriate the necessary funding required to complete the project.

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

Council and staff discussion included allocation of Gas Tax funding to other street improvement projects and bid estimates in relation to the Engineer's estimated costs.

Action: Motion by Councilmember White, seconded by Councilmember DeHart, Making the determination that City Project No. 12-35, "Various Road Rehabilitation," is exempt from the provisions of CEQA in accordance with Section 15301. Motion carried 5/0 by the following vote:

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

Motion by Councilmember White, seconded by Councilmember DeHart, Awarding bid and approving an agreement in the amount of \$836,841.40 with Teacher Construction, Inc., of Stockton, California, for City Project No. 12-35, "Various Road Rehabilitation." Motion carried 5/0 by the following vote:

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

Resolution No. 2014-048 Appropriating \$264,349 to account number 215-40-420.51210 "Federal Street Projects" to be funded via a transfer of Section 2103 Gas Tax Monies from Fund 217 "Gas Tax Fund" for City Project No. 12-35, "Various Road Rehabilitation," to complete the necessary funding required for the project was introduced by Councilmember White, seconded by Councilmember DeHart, and carried 5/0 by the following vote:

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

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Nascimento requested consideration for appointment of one or two councilmembers to assist the University in the continued efforts of building and strengthening partnerships, such as the Town & Gown membership, and for consideration for the formation of a standing committee of City and University officials to examine future partnerships.

10. COUNCIL COMMENTS:

Councilmember Bublak extended congratulations to the CSUS Men's Basketball team for their recent CCAA championship victory and wished them luck in the upcoming NCAA Championship tournament.

Councilmember Bublak commented on the collaboration between the City, CSUS and the San Jose Earthquakes Soccer team and indicated the season opening game was well attended.

Councilmember Bublak wished Mayor Lazar a happy birthday.

Mayor Lazar provided information on the upcoming Community Workshops being held March 17 through March 20, 2014 that will provide public outreach and education regarding district elections.

Councilmember DeHart inquired as to the status of the Carnegie Arts Center Director employment search. City Manager Roy Wasden reported that he assumed an employee search would be conducted by the Carnegie Arts Foundation Board but had no direct knowledge at this time and that Lisa McDermott has been assigned to the position at the present time.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember White, to adjourn at 6:40 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Stacey Tonarelli
Deputy City Clerk



Council Synopsis

March 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: Approving Contract Change Order No. 1 (Final) in the amount of \$3,370.16 (Fund 215) for City Project No. 11-47, "Taylor Road Bikepath," bringing the contract total to \$186,579.16

Motion: Accepting improvements for City Project No. 11-47, "Taylor Road Bikepath," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On June 25, 2013 Council awarded a contract in the amount of \$183,209 to MCI Engineering of Stockton, California for City Project No. 11-47, "Taylor Road Bikepath."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$183,209	6/25/13
Change Order No. 1	\$3,370.16	3/25/14
Adjusted Contract Total	\$186,579.16	

Change Order No. 1(Final) includes the following:

Quantity Adjustment

The quantities of aggregate base, hot mix asphalt and CMU Block wall were adjusted to account for the quantities actually used in the field. (Add \$2,354.28)

Electrical Connection Extra Work

The contractor was required to provide extra materials that were not detailed on the plans per TID's direction. Also, the contractor was delayed from installing the irrigation controller and landscape until TID was able to provide service. (Add 1,252.79)

Restock Block

The contractor was able to match the existing CMU wall and reduce the overall length of wall installed by 11 feet. The credit for that reduction was detailed in the Final Quantities Adjustment. However, a restock fee was required for the block ordered but not used. (Add \$363.09)

Compaction Retesting Fee

The contractor scheduled compaction testing for the subbase material under the bikepath. The City's material testing firm performed the required compaction with failing results. The contractor had to rework the area and reschedule the materials testing firm for retesting. The second round of compaction tests passed. The contract states that the contractor shall reimburse the City an amount of \$100 per retest for failing compaction tests. (Credit \$600.00)

All changes were necessary to complete the work in accordance with the project plans, special provisions and city standards and staff recommends that City Council authorize the City Engineer to file a Notice of Completion.

3. BASIS FOR RECOMMENDATION:

- A. City Policy is that the City Engineer is authorized to approve change orders up to 2%, the City Manager is authorized to approve change orders up to 5% and all other change orders must be approved by the City Council.
- B. The changes were needed to complete all work in accordance with the contract documents and in a good workmanlike manner.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

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

- vii) Bike paths/routes around town/buses

Strategic Plan Initiative: H) COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE:

Goal(s): a. Community Infrastructure Strive to:

- vi) Complete pedestrian/recreational and bicycle path

4. FISCAL IMPACT / BUDGET AMENDMENT:

Sufficient funds are appropriated in account number 215-40-420.51210, "Taylor Road Bikepath (#11-47)" for this Contract Change Order in the amount of \$3,370.16, bringing the contract total to \$186,579.16.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This project consists of minor alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees. In accordance with Section 15304 (h) 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.

In accordance with 23 CFR 771.117 and based on an examination of this project and supporting information, the State of California Department of Transportation has determined this project does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment or Environmental Impact Statement. This project is categorical exempt under Section 6004 of 23 CFR 771.117(c): activity (c)(3).

This project is exempt from air conformity requirements.

7. ALTERNATIVES:

A). Not approve Contract Change Order No. 1(Final). This option is not recommended by Staff because the changes that occurred were necessary for the completion of the work in accordance with the Contract Documents, City Standards and in a good workmanlike manner.

B). Not authorize the City Engineer to file the Notice of Completion. This option is not recommended by Staff because filing of a Notice of Completion is necessary to close out a project in a timely manner.



CONTRACT CHANGE ORDER

Date issued: 25-Mar-14 Change Order No.: 1 (FINAL)
 Project Name: Taylor Road Bikepath

MCI Engineering, Inc. Project No.: 11-47
 7207 Murry Drive Contract For: \$183,209.00
 Stockton, CA 95201 Contract Award Date: June 25, 2013

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1. Actual Amount Paid to Contractor for Bid Items (See Attached)	—	—	—	\$185,563.28
Contractor's Bid Amount for Bid Items	—	—	—	\$183,209.00
Subtotal of Difference				\$2,354.28
1. Electrical Connection Extra Work	LS	1	\$1,252.79	\$1,252.79
2. Block Restock Fee	LS	1	\$363.09	\$363.09
3. Compaction Retest Fee	LS	6	\$100.00	(\$600.00)
Total this CCO=				\$3,370.16
<i>The original contract sum =</i>				\$183,209.00
<i>Net change by previous change orders =</i>				\$0.00
<i>The contract amount will be increased by the amount of =</i>				\$3,370.16
<i>The new contract sum including this change order will be =</i>				\$186,579.16
<i>The contract time will be changed by (19) working days to account for delays in the electrical connection.</i>				

Accepted: _____ Date: _____
Contractor

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

Approved: _____ Date: _____
Roy W. Wasden, City Manager

CITY OF TURLOCK

FINAL QUANTITIES

Taylor Road Bikepath

Project No. 11-47

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Mobilization and Demobilization	LS	\$9,325.00	1.00	\$9,325.00	1.00	\$9,325.00	\$0.00
2	Construction Project Sign	EA	\$1,700.00	2.00	\$3,400.00	2.00	\$3,400.00	\$0.00
3	Soil Disturbance Lead Compliance Plan	LS	\$2,000.00	1.00	\$2,000.00	1.00	\$2,000.00	\$0.00
4	Remove Existing Improvements	LS	\$2,980.00	1.00	\$2,980.00	1.00	\$2,980.00	\$0.00
5	Cleaning and Grubbing	LS	\$8,060.00	1.00	\$8,060.00	1.00	\$8,060.00	\$0.00
6	Earthwork	LS	\$12,830.00	1.00	\$12,830.00	1.00	\$12,830.00	\$0.00
7	CMU Block Wall	LF	\$112.88	489.00	\$55,198.32	500.00	\$56,440.00	(\$1,241.68)
8	Irrigation System	LS	\$32,419.00	1.00	\$32,419.00	1.00	\$32,419.00	\$0.00
9	Aggregate Base	CY	\$137.00	54.00	\$7,398.00	55.00	\$7,535.00	(\$137.00)
10	Hot Mix Asphalt	TON	\$462.00	66.08	\$30,528.96	58.00	\$26,796.00	\$3,732.96
11	Landscaping System	LS	\$11,342.00	1.00	\$11,342.00	1.00	\$11,342.00	\$0.00
12	Water Valve Box	EA	\$562.00	1.00	\$562.00	1.00	\$562.00	\$0.00
13	Water Pollution Control Program	LS	\$2,565.00	1.00	\$2,565.00	1.00	\$2,565.00	\$0.00
14	4" Storm Drain Line & Catch Basins	LS	\$6,955.00	1.00	\$6,955.00	1.00	\$6,955.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$185,563.28		\$183,209.00	\$2,354.28
	CHANGE ORDERS							
	Contract Change Order No. 1							
1	Electrical Connection Extra Work	LS	\$1,252.79	1	\$1,252.79	0	\$0.00	\$1,252.79
2	Block Restock Fee	LS	\$363.09	1	\$363.09	0	\$0.00	\$363.09
3	Compaction Retest Fee	LS	\$100.00	6	(\$600.00)	0	\$0.00	(\$600.00)
	SUB-TOTAL CHANGE ORDER ITEMS =				\$1,015.88		\$0.00	\$1,015.88
	TOTAL PROJECT =				\$186,579.16		\$183,209.00	\$3,370.16

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 11-47
TAYLOR ROAD BIKEPATH**

Notice is hereby given that work on the above-referenced project located in the City's right-of-way from Crowell Road to Magnolia Drive in the City of Turlock, was completed by the undersigned agency on March 25, 2014. The contractor of work was MCI Engineering Inc., 7207 Murray Drive, Stockton, CA 95210, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- Michael G. Pitcock, PE, Director of Development Services/
City Engineer, Owner's Agent)

VERIFICATION

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

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

CITY OF TURLOCK

MICHAEL G. PITCOCK, PE
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on March 26, 2014 at Turlock, California, Stanislaus County



Council Synopsis

5D

March 25, 2014

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

Prepared by: Jeff Haney
Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting improvements for City Project No. 13-46, "Senior Center Fence Installation," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On August 27, 2013 Council awarded a contract in the amount of \$9,705.00 to Golden Bay Fence plus Iron Works, Inc. of Stockton, California for City Project No. 13-46, "Senior Center Fence Installation."

All work has been completed in accordance with the project specifications and staff brings forth a notice of completion for your approval.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

No additional funds are needed for the project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 13-46
SENIOR CENTER FENCE INSTALLATION**

Notice is hereby given that work on the above-referenced project located on City property at 1191 Cahill Avenue in the City of Turlock, was completed by the undersigned agency on March 25, 2014. The contractor of work was Golden Bay Fence plus Iron Works, Inc., 4104 S. 'B' Street, Stockton, CA 95206, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

Date: _____

(Signature- Michael G. Pitcock, PE, Director of Development Services/
City Engineer, Owner's Agent)

VERIFICATION

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

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

CITY OF TURLOCK

MICHAEL G. PITCOCK, PE
DEVELOPMENT SERVICES DIRECTOR/CITY ENGINEER
OWNER'S AGENT

Executed on March 26, 2014 at Turlock, California, Stanislaus County



Council Synopsis

5E

March 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:

Motion: Accepting notification of Contract Change Order No. 9 in the amount of \$1,316 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 13 – Building and Site Electrical, bringing the contract total to \$4,257,660

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$4,255,614 to Darrale Patrias Electric of Turlock, California for "Turlock Public Safety Facility," Category 13 – Building and Site Electrical. During the course of construction, it was discovered that some communication improvements needed to be added to the project. Additionally, during the installation of a condensate line in the radio room, an electrical conduit and conductors were damaged and needed to be repaired. After review of the proposed changes, City Staff and Darrale Patrias Electric recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	\$4,255,614	2/1/11
Change Order No. 1	(\$122,759)	1/10/12
Change Order No. 2	\$22,703	2/12/13
Change Order No. 3	\$48,387	4/23/13
Change Order No. 4	\$16,889	6/25/13
Change Order No. 5	\$13,492	7/23/13
Change Order No. 6	\$15,013	11/12/13
Change Order No. 7	\$6,249	12/10/13
Change Order No. 8	\$756	2/11/14
Change Order No. 9	\$1,316	3/25/14
Adjusted Contract Total	\$4,257,660	

Description of change order:

Change order No. 9 includes the following:

- 1) Cable TV connection to Fire Chief's Office, Room 209, in the amount of \$490.
- 2) Repair 3/4" damaged conduit at tower due to condensate line installation in the amount of \$826. The Contractor responsible for the damaged conduit will be backcharged for these costs.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative C. PUBLIC SAFETY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of \$4,256,344 will be increased in the amount of \$1,316, bringing the total contract to \$4,257,660 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

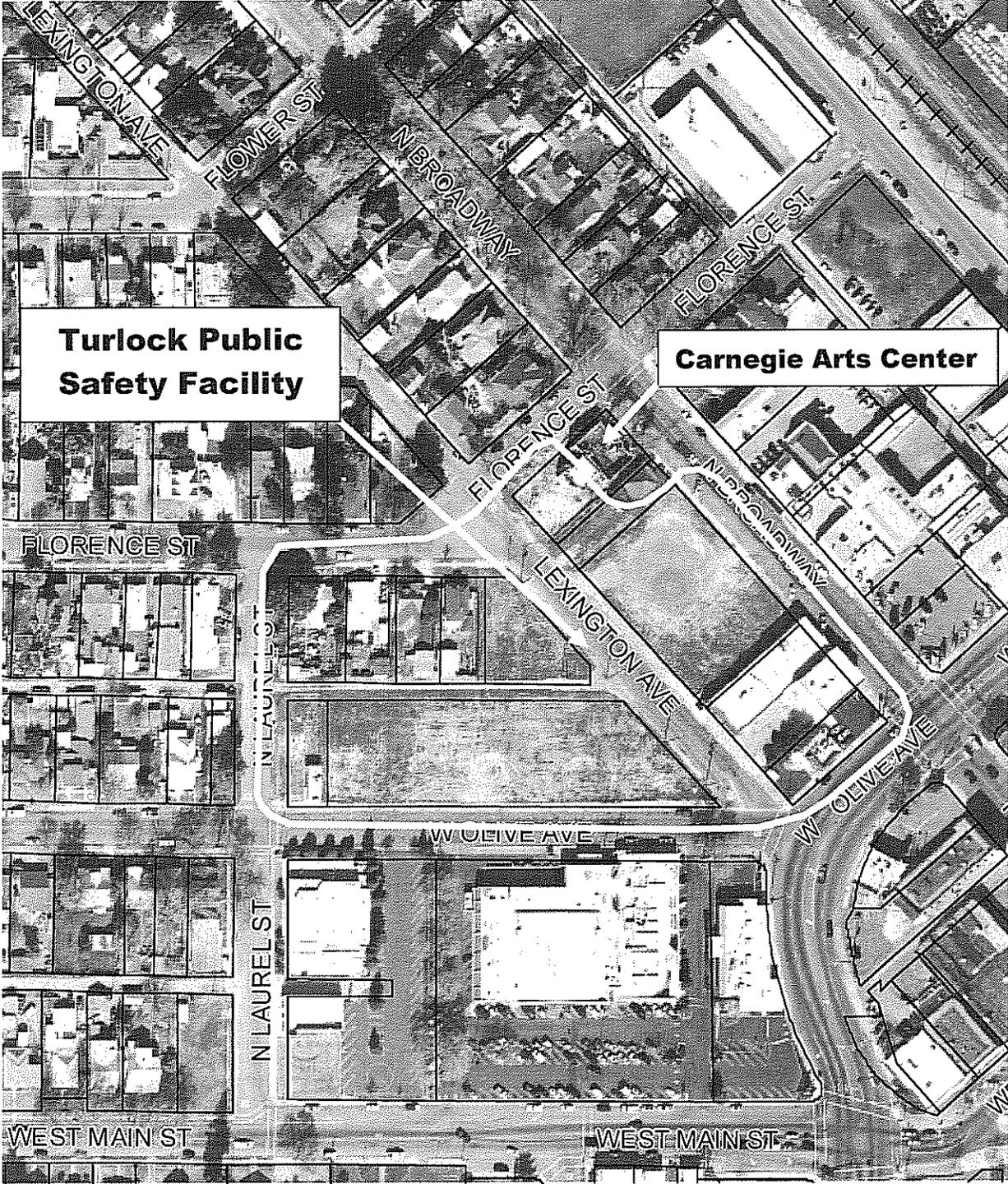
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 9. This option is not recommended by City Staff since the changes are necessary to construct the electrical and communication systems for the Turlock Public Safety Facility.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)





Council Synopsis

5F

March 25, 2014

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

Prepared by: Rich Fultz, PLS
Development Services Supervisor / City Land Surveyor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a one (1) year service agreement in an amount not to exceed \$2,750 (Fund 502) with Eagle Point Software, of Dubuque, IA, to provide the Pinnacle Series software program

2. DISCUSSION OF ISSUE:

The Engineering Division has the need to migrate to the latest version of Autocad Civil 3D (Computer Aided Drafting) as the current version used by staff is no longer supported. The new Autocad Civil 3D is a substantial deviation from the current Autocad platform and will take considerable training in order to maintain the engineering, surveying and drafting production. Pinnacle Series software will train staff to use Autocad Civil 3D in a manner that is efficient, accurate and current with today's standards. Without this training, staff would spend a large amount of resources trying to figure out Autocad Civil 3D with substantial loss of production.

Staff is recommending that City Council approve and a one year agreement in an amount of \$2,750.

3. BASIS FOR RECOMMENDATION:

- A) Per City Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.
- B) The current version of Autocad is unsupported and this training will make the switch from the current version to the new version less resource intensive.

Strategic Plan Initiative B. POLICY INITIATIVE – FISCAL RESPONSIBILITY

Goal(s): c. Ensure the most efficient use of resources and maximize value within department budgets.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The adopted FY 13-14 budget includes training for the entire fiscal year. Funds are available in line item number 502-40-410.47095_000 "Training General."

No General Fund money will be used for the Pinnacle Series software program.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Reject the one year service agreement. Staff does not recommend this alternative as it will take more resources to become productive with the new version of Autocad Civil 3D if performed internally.



Date: 2/28/2014
 Expires On: 3/28/2014
 Quote: 16912988
 Customer ID: 181284

Product & Service Purchase Agreement Quote Summary

Bill To:	Ship To:	Licensed User:
City of Turlock	City of Turlock	City of Turlock
Rich Fultz	Rich Fultz	Rich Fultz
156 S Broadway Ste 150	156 S Broadway Ste 150	156 S Broadway Ste 150
Turlock, CA 95380-5461	Turlock, CA 95380-5461	Turlock, CA 95380-5461
(209) 668-5590	(209) 668-5590	(209) 668-5590

Description	Investment
Pinnacle Series Investment	\$2,750.00

Discount:	\$0.00
Sub Total:	\$2,750.00
Sales Tax:	\$0.00
Shipping Charge:	\$0.00
(US FUNDS) Total Investment:	\$2,750.00

This quote reflects 90 days of extra subscription at no additional charge.

Initial here _____ to get an extra six months on your Eagle Point subscription for the price of three months for an additional \$687.50 plus sales tax.

0% financing is available for qualified buyers. Your estimated monthly payment for 12 months is \$229.17. Please contact Tiffany Willard at 800-678-6565 ext. 3197 for additional details.

If you have any questions please contact Tiffany Willard at 800-678-6565 ext. 3197.

Accepted By _____ Date: _____

Card # _____	Bank Name: _____	PO #: _____
Security Code: _____ Exp. Date: _____	City _____ State _____ Zip _____	Prepaid Check # _____
Name on Card: _____	Routing# _____ Account# _____	COD _____ Net 30: _____

Shipping & Handling: Charged on every order and takes 7-10 business days.

Technical Support: 60 days of free support on all purchases from the date of shipment.

Nondisclosure of Terms: By signing this agreement, you agree not to disclose the terms of this agreement, including prices, outside of your organization except for tax-related purposes.

Authorization: Eagle Point requires a signed Product and Service Quote for every order. By signing this quote you are authorizing Eagle Point to ship and/or perform the above mentioned products/services. With the exception of our standard software license contract, no other warranty is offered. Any returns are subject to restocking fees.

Eagle Point Software * 600 Star Brewery Suite 200 * Dubuque, IA 52001 * 800-678-6565 * Fax 563.556.5321



Date: 2/28/2014
Expires On: 3/28/2014
Quote: 16912988
Customer ID: 181284

Product & Service Purchase Agreement Quote Summary

Pinnacle Series	Extended Price
Pinnacle Series Business Edition - Unlimited Access Subscription <i>Includes software, content, training and support for unlimited users in Civil (1 year)</i>	\$2,750.00
Total Pinnacle Series Investment	\$2,750.00



Council Synopsis

56

March 25, 2014

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations received from January through March Fiscal Year 2013-14 in the amount of \$199.71, to be deposited in the appropriate account, and used for a variety of Parks, Recreation & Public Facilities Department programs, scholarships, and activities

2. DISCUSSION OF ISSUE:

Staff has received donations for many programs and activities implemented by the Parks, Recreation & Public Facilities Department as per Exhibit A. Through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals in creating community by supporting a variety of recreation, sports, and art activities. Monies received through donations assist in offsetting City resources typically provided by General Funds.

3. BASIS FOR RECOMMENDATION:

A) City policy requires that the City Council accepts all donations.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Increases to account numbers as attached in Exhibit A of the resolution.

Total amount donated \$199.71

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). The Council may choose not to accept this funding. Staff does not recommend this alternative, as these donations were solicited from the community to support programs, scholarships and recreational activities.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }
DONATIONS RECEIVED FROM JANUARY }
THROUGH MARCH FISCAL YEAR 2013-14 }
IN THE AMOUNT OF \$199.71, TO BE }
DEPOSITED IN THE APPROPRIATE }
ACCOUNT, AND USED FOR A VARIETY }
OF PARKS, RECREATION & PUBLIC }
FACILITIES DEPARTMENT PROGRAMS, }
SCHOLARSHIPS, AND ACTIVITIES }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the Parks, Recreation & Public Facilities Division receives donations from the community to support a variety of programs, scholarships and activities; and

WHEREAS, through the development and promotion of the "People, Program and Partnerships" program, staff has successfully engaged private businesses, non-profit agencies and individuals in creating community by supporting a variety of recreation, sports, and art activities; and

WHEREAS, monies received through donations assist in leveraging City resources which are then deposited to various accounts as indicated on the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the donations received from January through March Fiscal Year 2013-14 in the amount of \$199.71, and used for a variety of programs and activities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of March, 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

Exhibit A

RECREATION PROGRAM DONATIONS & IN KIND CONTRIBUTIONS							
Date	Donor	Address	City	State	Zip Code	Account Number	Amount
1/24/2014	Save Mart	P O Box 4664	Modesto	ca	95352	270-61-635-399.37200_000	\$ 190.26
1/28/2014	Save Mart	P O Box 4665	Modesto	ca	95352	270-61-635-399.37200_000	\$ 9.45

In Kind

Donation Total \$ 199.71

In Kind Total \$ -

Grand Total \$ 199.71

Taken to City Council 3/25/2014 for acceptance



Council Synopsis

March 25, 2014

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

Prepared by: Karen Packwood, Recreation Sr. Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a contract with the Housing Authority of the County of Stanislaus for non-school hour activities

2. DISCUSSION OF ISSUE:

The Housing Authority of the County of Stanislaus (HACS) is a public agency that administers public housing programs for youth such as recreation, conflict resolution skills, homework assistance and tutoring. HACS will pay \$14,974.00 per year commencing January 1, 2014 and shall continue thereafter until December 31, 2014, at which time it will automatically be renewed for a successive period of one (1) year. This allocation is for staff costs during the contract period.

3. BASIS FOR RECOMMENDATION:

By entering into an agreement with the Housing Authority of the County of Stanislaus for non-school hour activities, it ensures that we are able to provide educational/recreational activities for youth living in the Columbia Park Area.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding.

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

Goal(s): b-ii Community Programs – Support the community's youth by providing quality after school opportunities

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact \$14,974.00 to revenue line number 270-61-635-408.35720

Budget Amendment N/A

5. CITY MANAGER'S COMMENTS:

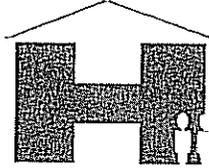
Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A). Council may decide to deny authorization of this agreement. This alternative is not recommended since the funding is available and there are no other resources to offer this program.

Housing Authority of the County of Stanislaus
 City of Turlock Parks, Recreation & Public Facilities Department
 2014-2015 Contract Agreement No. 133-14



2014-2015
 CONSULTING SERVICES AGREEMENT
 #133-14

CITY OF TURLOCK
 PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
 (CITY OF TURLOCK)
 &
 HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS
 (AUTHORITY)

CONTRACT NUMBER	#133-14
CONTRACT AMOUNT	\$14,974.00
TERM DATES	JANUARY 1, 2014 – DECEMBER 31, 2014 (INITIAL TERM) JANUARY 1, 2015 – DECEMBER 31, 2015 (ROLLOVER TERM)
HOUSING AUTHORITY CONTACT	SCOTT FITZGERALD <u>SFITZGERALD@STANCOHA.ORG</u> PHONE: #209-557-2078 FAX: 209-557-2088
CITY OF TURLOCK RECREATION DEPARTMENT CONTACT	KAREN PACKWOOD, RECREATION SR. SUPERVISOR <u>KPACKWOOD@TURLOCK.CA.US</u> PHONE: 209-668-5599 EXT 4605 FAX: 209-668-5619

OK for Agents

CONSULTING SERVICES AGREEMENT
City of Turlock Parks, Recreation, & Public Facilities Department

Contract #133-14

THIS AGREEMENT is made at Modesto, California on this 25th day of March 2014, between the HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS, a Public Housing Agency (hereinafter the "AUTHORITY"), and THE CITY OF TURLOCK, DEPARTMENT OF PARKS, RECREATION & PUBLIC FACILITIES (hereinafter referred to as "CITY OF TURLOCK").

RECITALS

A

The AUTHORITY is a public agency that administers public housing programs throughout Stanislaus County, California. The AUTHORITY is currently engaged in a project to promote positive youth development through the educational, recreational, and personal support programs outlined in Exhibit A of this agreement (the "Project").

B

The CITY OF TURLOCK is in the business of providing specialized services needed by the AUTHORITY in connection with administering the Project.

C

The AUTHORITY desires to engage the specialized services of the CITY OF TURLOCK in connection with the Project and the CITY OF TURLOCK has expressed the ability and the willingness to provide SUCH services for the AUTHORITY on the terms and conditions provided for in this Agreement.

THE AUTHORITY AND CITY OF TURLOCK AGREE AS FOLLOWS:

1. **Services to be performed by City of Turlock.**

All of the services described in Exhibit A shall be performed by the CITY OF TURLOCK, in accordance with customary standards for such services.

2. **Method and Time of Performing Services.**

CITY OF TURLOCK shall have the sole discretion of determining the method, details, time and means of performing the services to be performed by CITY OF TURLOCK. However, if the CITY OF TURLOCK needs access to AUTHORITY documents or records, then CITY OF TURLOCK shall obtain such access only during the AUTHORITY'S normal business hours.

During the term of this Agreement, CITY OF TURLOCK shall be free to contract with other persons for the performance of services to be performed by CITY OF TURLOCK, on the condition that CITY OF TURLOCK complies with all the terms and conditions of this agreement. CITY OF TURLOCK acknowledges and agrees that:

- a. The AUTHORITY will not withhold taxes of any kind from CITY OF TURLOCK compensation.
- b. The AUTHORITY will not secure workers' compensation or pay unemployment insurance to, for or on CITY OF TURLOCK behalf.
- c. The AUTHORITY will not provide and CITY OF TURLOCK is not entitled to any of the usual and customary rights, benefits or privileges of AUTHORITY employees.

CITY OF TURLOCK shall devote such time to the performance of the services to be rendered under this Agreement as is reasonably necessary for CITY OF TURLOCK'S satisfactory performance under this Agreement.

3. **Staffing.**

CITY OF TURLOCK shall provide staff support necessary to satisfactorily perform the services it is required to perform pursuant to this Agreement. CITY OF TURLOCK shall provide a sufficient number of persons to conduct all activities safely and effectively. CITY OF TURLOCK shall be responsible for the salary of all CITY OF TURLOCK staff persons that are involved in supervising, participating in, or conducting any CITY OF TURLOCK program activity per contract years specified on Exhibit A will not exceed amount outlined in Exhibit A, which is attached hereto and incorporated herein by this reference, for

the term of this Agreement.

4. **Term.**

The initial term of this Agreement shall commence on January 1, 2014, and shall continue thereafter until December 31, 2014 (the "initial term"). Thereafter, this Agreement shall automatically be renewed for a successive period of (1) year, commencing on January 1, 2015 and shall continue thereafter until December 31, 2015 (the "renewal term") unless a written notice of cancellation is sent to either party by the other no later than thirty (30) days prior to the end of the initial term.

5. **Compensation.**

- a. For the services to be rendered by CITY OF TURLOCK, it shall be compensated by the AUTHORITY in the amounts indicated in itemized billing statement, provided the total of this amount does not exceed the amounts specified in Exhibit A. The AUTHORITY shall pay CITY OF TURLOCK within thirty (30) days following receipt from CITY OF TURLOCK and approval by the AUTHORITY of an itemized billing statement showing the services rendered for the period of time indicated on the billing statement in connection with the services to be performed by CITY OF TURLOCK. CITY OF TURLOCK shall certify on such itemized billing statement that CITY OF TURLOCK has performed the services described thereon in full conformance with this agreement and that CITY OF TURLOCK is entitled to receive payment. It is agreed and understood that payment from the AUTHORITY to CITY OF TURLOCK is expressly and solely for the on-site activities provided at AUTHORITY/CITY OF TURLOCK locations by CITY OF TURLOCK even though some activities may occur off-site. It is understood and agreed that any AUTHORITY resident may participate at any CITY OF TURLOCK activity in the regardless of its location.
- b. Pursuant to the rates and amounts specified in Exhibit A, the AUTHORITY will pay CITY OF TURLOCK a total contract amount for the initial term of this Agreement not to exceed Fourteen Thousand Nine Hundred Seventy Four Dollars (\$14,974.00) for equipment, and staff expenses, and administration; a total contract amount for the renewal term of this Agreement not to exceed Fourteen Thousand Nine Hundred Seventy Four Dollars (\$14,974.00); subject to the following conditions:
 - 1) CITY OF TURLOCK shall submit a detailed monthly report to the AUTHORITY of all CITY OF TURLOCK activities that have taken

place at each AUTHORITY/CITY OF TURLOCK location for the previous month and a quarterly report of all program participants.

- 2) CITY OF TURLOCK shall submit a financial summary of monthly payroll for all hours worked by CITY OF TURLOCK staff employees employed and listed on Exhibit A for each job site.
- 3) CITY OF TURLOCK shall submit a billing statement for phone & internet services reimbursement.
- 4) CITY OF TURLOCK shall submit a summary of monthly youth activities, Youth Monthly Activity reports, and sign-in sheets for scheduled activities conducted by CITY OF TURLOCK at each AUTHORITY/CITY OF TURLOCK location.
- 5) CITY OF TURLOCK shall submit a quarterly scheduling calendar of all on-site CITY OF TURLOCK activities and shall provide calendar updates reflecting any program changes that may occur.
- 6) CITY OF TURLOCK shall submit minutes of site committee meetings.

6. **Labor and Material.**

- a. CITY OF TURLOCK shall furnish labor, supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and other services necessary to or used in the performance of CITY OF TURLOCK's obligations under this Agreement. The AUTHORITY and CITY OF TURLOCK designated staff will perform monthly inspections of the facilities to document findings, to determine the condition of the facilities, equipment, required cleaning and any needed repairs. Upon completion of inspections, CITY OF TURLOCK staff shall submit to the AUTHORITY a form that outlines the conditions and remedies. CITY OF TURLOCK staff shall be responsible for the daily preliminary cleanup of the facilities, and the AUTHORITY will perform all needed repairs.
- b. CITY OF TURLOCK shall conduct its own purchasing in accordance with U.S. Department of Housing and Urban Development (HUD) program regulations. Reimbursements from the AUTHORITY for purchases utilizing HUD funds must be verified with proof of purchase and description of use upon time of request for reimbursement. Requests shall be submitted to the Residents Initiatives Program Manager for

approval. Approved expenditures that meet the HUD program regulations will be reimbursed by the AUTHORITY within two weeks upon receipt of the required documentation. Denials for reimbursement will be submitted to CITY OF TURLOCK in writing within two weeks upon AUTHORITY receipt of request with required documentation from CITY OF TURLOCK staff. Denials shall be documented by HUD program regulation prohibitions.

7. **Employment of Assistants.**

CITY OF TURLOCK may, at CITY OF TURLOCK's sole cost and expense, employ as many employees (beyond those required in Exhibit A) or assistants as CITY OF TURLOCK deems necessary for the performance of this Agreement. The AUTHORITY may not control, direct, or supervise CITY OF TURLOCK's assistants or employees in the performance of any services rendered by them on behalf of the CITY OF TURLOCK.

8. **Section 3 Provisions.**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency, specifically as follows:

- a. Statute: Section 3 of the HUD Act of 1968, as amended.
- b. Regulation: 24 CFR Parts 135, Employment Opportunities for Businesses and Lower Income Persons in Connection with Assisted Project.

9. **Insurance, Workers Compensation, and Liability.**

CITY OF TURLOCK shall procure and maintain at CITY OF TURLOCK's sole cost and expense for the term of this Agreement the following types of insurance from an insurance company that is authorized to issue insurance policies in the State of California or that has a rating of or equivalent to A: VIII by A.M. Best & Company:

- a. Comprehensive general liability insurance or self- insurance naming the AUTHORITY, its officials, employees and agents

as additional insured from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of or in any manner connected with CITY OF TURLOCK's operations or performance under this Agreement in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence or one million dollars (\$1,000,000) general aggregate.

- b. Workers' compensation insurance as required by the Labor Code of the State of California.
- c. Automobile liability insurance in an amount not less than one million (\$1,000,000.00) combined single limit per accident for bodily injury and property damage covering owned, no owned and hired vehicles.
- d. Fire Insurance. The AUTHORITY shall, during the term of this Agreement, pay the premiums upon such fire insurance upon the building and improvements located on all AUTHORITY/CITY OF TURLOCK joint facilities. CITY OF TURLOCK hereby waives any right of recovery from AUTHORITY and AUTHORITY waives any right of recovery from CITY OF TURLOCK for any loss or damage, including consequential loss, resulting from any of the perils insured against by any such fire insurance.
- e. Any self-insurance program or self-insured retention must be separately approved in writing by the AUTHORITY and shall protect the AUTHORITY, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days prior written notice to AUTHORITY, and shall be primary and not contributing to any other insurance or self-insurance maintained by AUTHORITY.
- f. Certificates of insurance and original endorsements. Upon signing of this Agreement or upon any change of provider or

as promptly thereafter as certificates are obtained, CITY OF TURLOCK shall furnish certificates for all insurance policies and such insurance policies shall be indorsed on forms provided by the AUTHORITY. The AUTHORITY reserves the right to require complete, certified copies of all required policies affecting the coverage required herein at any time. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf.

- g. Cancellation of Insurance and Subrogation. It is understood and agreed that the policies to which these certificates refer may not be canceled, nor the coverage thereof reduced for the entire term of this Agreement. It is agreed and understood that failure by CITY OF TURLOCK to comply with this provision shall be considered a material breach of this Agreement and will result in the immediate termination of this Agreement. AUTHORITY and CITY OF TURLOCK hereby agree that no insurer of any interest of either shall have any right of subjugation against the other, and that any insurance policies carried by either on the facilities fixtures, and equipment utilized pursuant to this Agreement shall contain a full waiver of subjugation by the insurer against the other and its agents.
- h. Claims Made Policies of insurance. "Claims made" policies of insurance are not acceptable unless the AUTHORITY determines that "occurrence" policies are not available in the market for the risk of being insured. If a "claims made" policy is accepted, it must provide for an extended report period of not less than 180 days. Such Insurances as required herein shall not be deemed to limit CITY OF TURLOCK's liability under this Agreement.

10. Indemnification.

CITY OF TURLOCK shall defend, indemnify and hold the AUTHORITY, its commissioners, officers, employees, agents, representatives, assigns, and successors-in-interests (collectively referred to as the "AUTHORITY" in this Paragraph 10) harmless from any and all claims, suits, causes of action, losses, damages, demands, liabilities, costs and expenses, including court costs and actual attorney's fees, whether or not reduced to judgment or paid through

settlement, which may be asserted against the AUTHORITY arising from or attributable to or caused directly or indirectly by the negligence of CITY OF TURLOCK, CITY OF TURLOCK's employees or agents in the performance of this Agreement or any alleged breach of this Agreement or any alleged negligent or intentional act, omission or misrepresentation by CITY OF TURLOCK, CITY OF TURLOCK's employees or agents, which act, omission or misrepresentation is connected in any way with the performance of this Agreement.

11. **Conflicts of Interest.**

Upon execution of this agreement, CITY OF TURLOCK certifies and agrees to obtain similar certifications from CITY OF TURLOCK's employees or subcontractors that, at the time CITY OF TURLOCK executes this Agreement and during the term of this Agreement, CITY OF TURLOCK does not and shall not perform services for any other client which would create a conflict whether monetary or otherwise, as between the interest of the AUTHORITY under this Agreement and the interest of such other client. The parties agree, however, that CITY OF TURLOCK's performance of similar service for other applicants for State bond allocations shall not be deemed a conflict of interest.

12. **Agency and Legal Representation.**

This agreement does not constitute CITY OF TURLOCK as the agent or legal representative of the AUTHORITY for any purpose whatsoever. CITY OF TURLOCK agrees that neither CITY OF TURLOCK or any CITY OF TURLOCK employees, subcontractors, or agents shall represent themselves to be employees or agents of the AUTHORITY. CITY OF TURLOCK further agrees that neither CITY OF TURLOCK, CITY OF TURLOCK's employees, CITY OF TURLOCK subcontractors, nor CITY OF TURLOCK's agents have any right or AUTHORITY to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of the AUTHORITY, or to bind the AUTHORITY in any manner. It is further understood and, agreed between the AUTHORITY and CITY OF TURLOCK that CITY OF TURLOCK is an independent contractor, and that this Agreement shall not, under any circumstances, create the relationship of employer-employee or joint venture between the parties to this agreement.

13. **Assignment.**

This Agreement contemplates the personal services of CITY OF TURLOCK and CITY OF TURLOCK's employees, subcontractors, and agents. The parties acknowledge that a substantial inducement to the AUTHORITY for entering into this Agreement was and is the professional reputation and competence of CITY

OF TURLOCK and CITY OF TURLOCK's employees, subcontractors, and agents. Accordingly, CITY OF TURLOCK shall not assign its rights or delegate its duties under this Agreement, or any interest therein, or any portion thereof, without the prior written consent of the AUTHORITY. Any attempted assignment or delegation shall be null and void, and any assignee or delegate shall acquire no right or interest by reason of such anticipated assignment or delegation. Except as otherwise provided in this Agreement, CITY OF TURLOCK shall not subcontract any portion of the performance required of the CITY OF TURLOCK under this agreement without the prior written consent of the Executive Director of the AUTHORITY or his authorized designee.

14. Ownership of Data.

All materials, information and data prepared, developed, or assembled by CITY OF TURLOCK or furnished to CITY OF TURLOCK in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer discs, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memoranda ("data") shall be and shall remain the exclusive property of the AUTHORITY. All data developed or created by CITY OF TURLOCK shall be given to the AUTHORITY and the AUTHORITY shall have the unrestricted right to use and disclose the data in any manner and for any purpose without payment of further compensation to CITY OF TURLOCK. CITY OF TURLOCK shall be entitled to retain copies of data on the express condition that CITY OF TURLOCK shall not make that data available to any person for use without the prior written consent of the AUTHORITY. This condition shall survive termination of this Agreement for a period of five (5) years.

15. Confidentiality of Data.

CITY OF TURLOCK shall keep data confidential and shall not disclose data or use of data directly or indirectly, other than in the course of services provided during the term of this Agreement and for a period of five (5) years following termination of this Agreement. Additionally, CITY OF TURLOCK shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of CITY OF TURLOCK's performance under this Agreement for the same period of time. CITY OF TURLOCK shall not disclose any or all data or information referred to in this Agreement to any third person, nor use it for CITY OF TURLOCK's own benefit or the benefit of others except for the purposes of this Agreement.

Notwithstanding the foregoing to the contrary, CITY OF TURLOCK shall not be liable for a breach of the confidentiality requirement set forth above with respect

to data or information that:

- a. CITY OF TURLOCK demonstrates CITY OF TURLOCK knew about prior to the time AUTHORITY disclosed it; or
- b. It is or becomes publicly available without breach of this Agreement by CITY OF TURLOCK; or
- c. A third party who has a right to disclose does so to CITY OF TURLOCK without restrictions on further disclosure.
- d. Information that is required to be disclosed pursuant to the Public Records Act.

If data prepared by CITY OF TURLOCK or services performed by the CITY OF TURLOCK contain errors caused by the negligence of CITY OF TURLOCK, CITY OF TURLOCK shall make the necessary corrections at no additional charge or cost to the AUTHORITY.

16. Early Termination.

Either party shall have the right to terminate this agreement without cause and for any reason at any time by giving ten (10) days prior written notice to the other party. In the event of such early termination, the AUTHORITY shall pay CITY OF TURLOCK for services satisfactorily performed up to the effective date of termination for which the CITY OF TURLOCK has not been previously paid. On the effective date of termination, the CITY OF TURLOCK shall deliver to the AUTHORITY all data developed or accumulated in the performance of this agreement, whether in draft or final form, or in progress.

17. Entire Agreement.

Notwithstanding the provisions of Section 4 herein above to the contrary, the AUTHORITY shall have the right to terminate this Agreement without cause and for any reason at any time by giving ten (10) days prior written notice to CITY OF TURLOCK. In the event of such early termination, the AUTHORITY shall pay CITY OF TURLOCK for services satisfactorily performed up to the effective date of termination for which CITY OF TURLOCK has not been previously paid. Procedures for payment shall be the same as set forth in Section 5. On the effective date of termination, CITY OF TURLOCK shall deliver to the AUTHORITY all data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in progress.

- 18. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect, and shall in no way be

affected, impaired or invalidated.

19. **Governing Law.** This Agreement shall, be governed by the laws of the State of California.
20. **Amendments.** This Agreement, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.
21. **Priority.** In the event of any conflict or ambiguity between this Agreement and any exhibits thereto, the provisions of this Agreement shall control.
22. **Attorney's Fees.** Should any litigation be commenced between the parties hereto, or their personal representatives, concerning any provisions of this Agreement, or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation, which shall be determined by the court in such litigation, or in a separate action brought for that purpose.
23. **Venue.**
Venue for any action brought by either party to this agreement against the other to enforce the terms and conditions thereof shall be maintained in Stanislaus County, California in the proper court having jurisdiction.
24. **Authorized Representatives.**
The AUTHORITY'S representative for the execution and administration of this agreement shall be its Executive Director or his authorized designee. CITY OF TURLOCK shall refer questions, and submit requests and progress reports to the Recreation Sr. Supervisor, Karen Packwood. The CITY OF TURLOCK'S representative for the administration of this agreement shall be the Recreation Sr. Supervisor, Karen Packwood, or her authorized designee. Each party shall notify the other in the event it's authorized representative changes.
25. **Prohibition vs. Discrimination.**
The CITY OF TURLOCK agrees, subject to applicable laws, rules, and regulations, that no persons shall be subjected to discrimination in the performance of this agreement on the basis of race, color, religion, national origin, sex, sexual orientation, age, disability or handicap, or Veteran status.

26. **Notices.**

All notices required or permitted by this agreement shall be given by a party to another party in writing, and shall be deemed given when personally delivered, or when mailed by certified or registered United States mail, postage prepaid, addressed to:

Housing Authority of the County of Stanislaus 1701 Robertson Road Post Office Box 581918 Modesto, California 95358-0033	City of Turlock Parks, Recreation & Public Facilities Department 144 S. Broadway Turlock, CA 95380
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Any notice given by certified or registered mail shall be deemed effective upon mailing and issuance of registry receipt. Any party may change its address for the purpose of this paragraph by giving notice of such change to the other party in the manner provided in this paragraph.

27. **Waiver.**

The acceptance of any services or the payment of any money by the AUTHORITY shall not operate as a waiver of any provision of this agreement. The waiver of any breach of this agreement by the AUTHORITY shall not constitute a waiver of any other or subsequent breach of this agreement.

28. **Gender.**

Use of the words in the masculine gender shall be construed to include throughout this agreement, whenever appropriate, the feminine and neuter genders.

29. **Counterparts.**

This agreement may be executed in any number of counterparts, which together shall constitute the contracts of the parties, and the parties shall initial the exhibits attached hereto, if any.

Housing Authority of the County of Stanislaus
City of Turlock Parks, Recreation & Public Facilities Division
2014-2015 Contract Agreement No. 133-14

THE PARTIES have executed this agreement with the formalities required by law on the respective dates set opposite their signature.

CITY OF TURLOCK PARKS, RECREATION & PUBLIC FACILITIES DEPARTMENT
(CITY OF TURLOCK)

By: _____

Date: _____

Title: _____

THE HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS
(AUTHORITY)

By: _____
William A. Fagan, Executive Director

Date: _____

EXHIBIT A

Term: 1/1/2014-12/31/2014 (Initial), 1/1/2015-12/31/2015 (Rollover)
 The total City of Turlock costs are not to exceed \$14, 974.00 per year.

CITY OF TURLOCK COST SUMMARY

PERSONNEL	MAXIMUM HOURS PER CONTRACT YR.
Prevention Program Specialist	18 x 52 weeks
Program Leader #1, #2, #3 (Combined total of weekly hours).	18 x 52 weeks
Assistant Program Leaders	Hours as budget allows
Total dollar amount for Personnel & Administration, Contract Amount not to exceed:	\$14, 974.00

PROGRAM ACTIVITIES INCLUDE:
Homework Assistance; Reading Rockets; Computer Class; Tutoring; Field Trips; Special Events; Informational Classes; Arts & Crafts; Flag Football; Baseball; Soccer; Swimming; and other Recreational Activities.



Council Synopsis

March 25, 2014

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an amendment to the October 23, 2012 Service Learning Agreement between California State University, Stanislaus and the City of Turlock (Police Department)

2. DISCUSSION OF ISSUE:

In order to clarify that California State University, Stanislaus students assigned as an intern to the Turlock Police Department are not entitled to wages or any other compensation for the time spent in the internship. The Turlock Police Department requested this amendment to the agreement originally executed on October 23, 2012.

This amendment will also update the Secondary Site Supervisor information. At the time this agreement was made, the Secondary Site Supervisor was Jeffery Lopes. Jeffery Lopes has since retired from the Turlock Police Department. The Secondary Site Supervisor will now be Nino Amirfar.

3. BASIS FOR RECOMMENDATION:

All agreements require City Council approval.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

Reject the amendment.



CALIFORNIA STATE UNIVERSITY, STANISLAUS

OFFICE OF SERVICE LEARNING

THIS AGREEMENT is made and entered into 23rd day of October 2012, by and between Trustees of the California State University on behalf of California State University, Stanislaus, referred to as "UNIVERSITY" and, City of Turlock (Police Department) referred to as "COMMUNITY BASED ORGANIZATION" OR "CBO"

WHEREAS, the parties hereto desire to further amend said Service Learning Agreement as described below,

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

Section II, subsection A(1)

(e) Participate with the understanding and agree to the fact that the STUDENT is not entitled to wages or any other compensation for the time spent in the internship.

Section III, subsection A(1)

Site Supervision – The Secondary Site Supervisor is changed to Nino Amirfar

EXCEPT AS AMENDED herein, all other terms and conditions of said Agreement referred to shall remain unchanged, in full force and effect.

IN WITNESS WHEREOF, this amendment constitutes the final, complete and exclusive written expression of the intentions of the parties The undersigned authorized signatures execute this Amendment.

CSU STANISLAUS

By _____
Phyllis Crittendon
Contract and Procurement Services
One University Circle, Turlock, CA 95382
Telephone: (209) 667-3243

Date: _____

COMMUNITY BASED ORGANIZATION
CITY OF TURLOCK

By _____
Roy W. Wasden
City Manager
156 S. Broadway, Turlock, CA 95380
Telephone (209) 668-5542

Date: _____

OK for Agenda
[Signature]



CALIFORNIA STATE UNIVERSITY, STANISLAUS

OFFICE OF SERVICE LEARNING

This agreement entered into this 23rd day of October, 2012, between the Trustees of the California State University on behalf of California State University Stanislaus, referred to as "UNIVERSITY" and, City of Turlock (Police Department) referred to as "COMMUNITY BASED ORGANIZATION" or "CBO".

I. Statement of Purpose

- A. The UNIVERSITY's mission and values strongly endorse partnerships with the community that advances the quality of life and the educational, intellectual, artistic, civic, cultural and economic aspirations for all those living or working in our neighboring communities. The UNIVERSITY promotes service learning as a valued part of a student's education process.
- B. The CBO'S mission is stated in its bylaws and articles of incorporation.
- C. The UNIVERSITY AND THE COMMUNITY BASED ORGANIZATION recognize the opportunity for positive learning experiences and mutual benefit for each, and for service learning students (referred to collectively as STUDENT). The UNIVERSITY supports the goals and objectives of the CBO.

II. Priorities

A. Program Activities:

Activities will be accomplished in accordance with the Learning Plan, reviewed and agreed upon by the STUDENT, UNIVERSITY AND COMMUNITY BASED ORGANIZATION prior to the start of the experience.

1. The STUDENT will:

- a. Participate in all relevant trainings required by the CBO and stated in Section III-A-2, (Training and Orientation) of this document.
- b. Model appropriate, professional behavior when working with clients and when on the CBO's site(s).
- c. Support CBO events that are part of the service learning experience as required by faculty member.
- d. Meet the goals of the CBO program and the service learning course in which the STUDENT is enrolled.

B. Safe and Productive Environment –

1. The COMMUNITY BASED ORGANIZATION will:

- a. Give STUDENT a complete tour of the site and ensure that STUDENT IS aware of all emergency procedures and is able to act responsibly in the event of an emergency.
- b. Ensure that STUDENT is aware of the unique nature of the population and/or clients of the CBO and has received an orientation and any additional training the CBO deems necessary to work with this population.
- c. California law may require the CBO to obtain STUDENT's fingerprints and submit them to the Department of Justice, and/or the Federal Bureau of Investigation for a criminal background check. It is the CBO's responsibility to (1) determine whether such fingerprinting is required; (2) obtain the STUDENT's fingerprints; (3) obtain criminal background clearance from the appropriate agency.

2. The UNIVERSITY will ensure that STUDENT agrees to the following:

- a. Abide by the CBO's rules and regulations while on site and when working with CBO clients.
- b. Ensure that his/her interactions with clients are safe, positive and productive.
- c. Support the CBO's program and its objectives by performing the service activities stated in Section II-A-1 (Program Activities) of this document.

III. Structure and Support of Service Learning Student

A. The COMMUNITY BASED ORGANIZATION

1. Site Supervision – The Site Supervisor, Steven Williams will meet with the STUDENT to update him/her on projects and to provide support. All program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary site supervisor, Jeff Lopes, will be responsible for the STUDENT in the absence of the primary supervisor.
 - a. The CBO's director or his/her designee will meet with the representative of the UNIVERSITY as needed throughout the academic term.
 - b. The CBO director and the Director of Service Learning at the UNIVERSITY shall meet as appropriate in order to facilitate the most mutually beneficial experience for all parties involved, or at the request of any of the parties involved.
2. Training and Orientation – Site Supervisor or his/her designee will provide specific training needed by STUDENT prior to his/her working with clients or providing service to the CBO. Necessary training can be provided through collaboration between the CBO, UNIVERSITY and faculty member.
3. Work Space – STUDENT will have an appropriate space at the CBO site in which to conduct assigned work. The CBO will provide access and training and all equipment necessary for STUDENT to use in order to fulfill the assigned service role.
4. Evaluation – The CBO site supervisor or designee will complete an evaluation regarding the quality of service that each STUDENT provided to the site, and as agreed upon in the Learning Plan document

B. UNIVERSITY

UNIVERSITY will assign STUDENT to the CBO from various courses. This agreement is intended to be comprehensive and its terms cover one or more students from various courses.

1. Training and Reflection – The UNIVERSITY will provide a training session for each STUDENT regarding his/her responsibilities as described in Section II. The Service Learning Director and Faculty Members will provide opportunities for STUDENT to reflect on his/her experience working at the CBO site.
2. Supervision and Accountability – The UNIVERSITY's Office of Service Learning will work closely with the CBO, faculty and STUDENT to meet the expectations and priorities of the CBO.

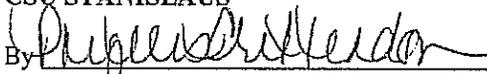
IV. Length of Agreement Term

- A. Initial Term – The UNIVERSITY and COMMUNITY BASED ORGANIZATION have reached this initial agreement for the term beginning September 1, 2012 and ending August 31, 2013.
- B. Renewal. This Agreement shall be renewed automatically for additional periods of one (1) year up to a total of four (4) additional years, based on STUDENT feedback, CBO evaluation and faculty desire to continue this relationship for the purpose of service-learning under the conditions that:
 1. The UNIVERSITY and CBO continue to be committed to actively supporting the goals of the other.
 2. The STUDENT work is meaningful and helps to provide support to the CBO.
 3. The relationship is consistent with the goals of the CBO, UNIVERSITY, STUDENT and service-learning course.,

- C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

The attached General Provisions, consisting of two pages, are incorporated by reference and made a part of this agreement. This agreement reflects my understanding of the relationship.

CSU STANISLAUS

By 

Phyllis Crittendon

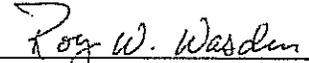
Contract and Procurement Services

One University Circle, Turlock, CA 95382

Telephone: (209) 667-3243

Date: 10/11/12

**COMMUNITY BASED ORGANIZATION
CITY OF TURLOCK**

By 

Roy W. Wasden

City Manager

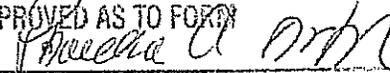
156 S. Broadway, Turlock, CA 95380

Telephone: (209) 668-5542

Date: 10/24/12

TURLOCK CITY ATTORNEY

APPROVED AS TO FORM

BY 

General Provisions
Community Service Learning
California State University, Stanislaus

Indemnification

The CBO shall be responsible for damages caused by the negligence and willful misconduct of its directors, officers, agents, employees and duly authorized volunteers occurring in the performance of this agreement. California State University STANISLAUS shall be responsible for damages caused by the negligence and willful misconduct of its directors, officers, and employees occurring in the performance of this agreement. It is the intention of the Community Based Organization and the University that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence and willful misconduct of their respective directors, officers, employees and duly authorized volunteers.

Insurance

The Community Organization shall procure and maintain General Liability Insurance, comprehensive or commercial form with \$1,000,000 minimum limit for each occurrence and minimum limit of \$2,000,000 General Aggregate. Insurance shall be placed with insurers with a current A.M. Best' rating of no less than A:VII.

The California State University systems has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

The State of California has elected to be self-insured for its vehicle liability and Worker's Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees and the CSU system of campuses are included in this self-insured program.

Student Insurance. University shall ensure that each student in the Program is covered during the term of this Agreement by general and professional liability insurance in amounts reasonably necessary to protect the student against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such liability insurance shall be not less than five million dollars (\$2,000,000) for each occurrence. Such coverage is to be obtained from a carrier rated A or better by AM Best. University shall present evidence of such coverage to CBO upon request.

Status of Students

Students shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the University.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, Community Based Organization shall comply with any State or Federal law applicable to the Community Based Organization's performance under this Agreement.

Assignments

Without written consent of the University, this agreement is not assignable by the Community Based Organization either in whole or in part.

Agreement Alterations & Integration

No alteration or variation of the terms of the agreement shall be valid unless these are made in writing and signed by the parties hereto, and no oral understanding or agreement excluded from this document shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto, any right to use the other party's name(s) as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by the University, its officers or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations and warranties contained in this agreement shall survive expiration or earlier termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.



Council Synopsis

55
March 25, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez & Wayne Clay / Presented by Wayne Clay

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 3 to the Agreement with Zalreich Chemical Company, Inc., for the procurement of additional Aluminum Chlorohydrate in an increased amount of \$380,000 from Fund 410, bringing the contract total to \$1,080,080 for Fiscal Year 2013-14

Resolution: Appropriating \$380,000 to account number 410-51-530.44005_005 "Aluminum Chlorohydrate" from Fund 410 "Water Quality Control" reserve for the purchase of Aluminum Chlorohydrate

2. DISCUSSION OF ISSUE:

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

On March 12, 2012, the City Council approved Amendment No. 1 for the purchase of additional Aluminum Chlorohydrate, in the amount not to exceed \$320,000 for Fiscal Year 2012-13. During the winter months, the Turlock Regional Wastewater Treatment Facility used more chemical than anticipated due to the adverse effects of storm water flows.

On December 10, 2013, the City Council approved Amendment No. 2 for the purchase of additional Aluminum Chlorohydrate with an increased amount of \$380,000, bringing the contract total to \$700,080 for Fiscal Year 2013-14. The Turlock Regional Wastewater Treatment Facility is using more chemicals than anticipated due to issues with effluent turbidity.

City staff is currently requesting additional funds and chemicals due to continuing unanticipated constant use of Aluminum Chlorohydrate to meet turbidity discharge requirements. Industrial issues, equipment offline for refurbishment, and plant shut downs upset the biological treatment processes. This requires

staff to increase chemical additions to compensate for the upsets to meet discharge requirements. There are at least four more plant shut downs and/or partial shut downs in the next few months to complete the construction project.

3. BASIS FOR RECOMMENDATION:

Authorize the City Manager or his designee to amend the current contract with Zalreich Chemical, Inc. in the amount not to exceed \$1,080,080 for the purchase of Aluminum Chlorohydrate.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Budget Amendment

Appropriate \$380,000 to 410-51-530.44005_005 "Aluminum Chlorohydrate" from Fund 410 Water Quality Control Reserve.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Do not approve to amend contract and appropriation of funds. This alternative is not recommended as it will create non-compliance with the City's discharge permit and NPDES regulations.



**AMENDMENT NO. 3
to
Agreement
between
CITY OF TURLOCK
and
ZALREICH CHEMICAL COMPANY, INC.
For
ALUMINUM CHLOROHYDRATE
CONTRACT NO. 11-905**

THIS AMENDMENT NO. 3, dated March 25, 2014, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **ZALREICH CHEMICAL COMPANY, INC.**, (hereinafter "SUPPLIER").

WHEREAS, the parties hereto previously entered into an agreement dated May 10, 2012, whereby SUPPLIER will supply Aluminum Chlorohydrate for Turlock Regional Water Quality Control Facility, (hereinafter the "Agreement"); and

WHEREAS, on March 12, 2013, the parties entered into Amendment No. 1 to the Agreement dated March 12, 2013, whereby CONTRACTOR was to perform additional work in accordance with Exhibit B to Amendment No. 1; and

WHEREAS, on December 10, 2013, the parties entered into Amendment No. 2 to the Agreement dated December 10, 2013 and, whereby CONTRACTOR was to perform additional work in accordance with Exhibit B to Amendment No. 2.

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

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

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Three Hundred Eighty Thousand and No/100 No/100^{ths} Dollars (\$380,000.00) in accordance with Exhibit B attached hereto and made a part hereof. The compensation for completion of all items of work, as set forth in the Agreement, Amendment No. 1 and Amendment No. 2 and this Amendment No. 3 shall not exceed One Million Eighty Thousand Eighty and No/100^{ths} Dollars (\$1,080,080.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement, Amendment No. 1 and Amendment No. 2 and this Amendment No. 3."

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

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

CITY OF TURLOCK

ZALREICH CHEMICAL COMPANY, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

APPROVED AS TO FORM:

Print Name: _____

BY: _____
Phaedra A. Norton, City Attorney

Title: _____

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT 'B'
SPECIFICATIONS / TECHNICAL INFORMATION
FOR
ALUMINUM CHLOROHYDRATE

The purpose of Aluminum Chlorohydrate: To provide a coagulant for the operation of the Densadeg High Rate Flocculation Sedimentation Clarifier.

Aluminum Chlorohydrate delivered to the City of Turlock's Water Quality Control Treatment Facility shall not cause a failure to meet the regulatory standards for the NPDES permits, Title 22 permits, 503 regulations, and any other applicable standards or regulations. Any delivery of product containing constituents that jeopardize any of the City facilities' ability to meet performance standards or regulatory requirements will result in the City exercising its right to purchase Aluminum Chlorohydrate from alternate sources until the noncompliance issue is resolved.

Average Daily Amount of Incoming Raw Sewage to be processed: 12.0 Average Daily Q.

Material Code: Aluminum Sulfate, 50 %, Specific Gravity 1.338

Estimated Annual Usage: 80,000 gallons at \$3.86 per gallon

PRODUCT DELIVERY REQUIREMENTS

- a.) The City requires delivery within five (5) calendar days from date order is placed City. In no case will bids be considered that take exception to the delivery requirements.
 - i. For each delivery, delivery shall be in truckloads of 48,000 pounds or less to the location specified in the bid.
 - ii. Certified scales shall determine delivery weight of material. The Vendor shall furnish certificates of weight and delivery slips for all loads of Aluminum Chlorohydrate delivered. Each delivery slip shall indicate specific gravity and concentration of the product shipped.
 - iii. Delivery shall be between the hours of 7:30 a.m. and 3:30 p.m. Monday through Friday, not including City holidays. Exceptions to this schedule should be rare; however, the City may allow changes at its discretion.
 - iv. FOB Destination to Turlock
 - v. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.
 - vi. All cost in Incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery.

- vii. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

CHEMICAL SUPPLIER RESPONSIBILITIES

Each chemical supplier shall bear all risk of loss and all responsibility for any release that may occur prior to and during the supply and delivery of chemicals to the City's sites until the chemicals are received and accepted by the City.

SAFETY

Delivery of Aluminum Chlorohydrate will be consistent with these specifications and shall comply with all State, Federal and Occupational Safety and Health Act (OSHA) safety regulations.

Drivers of all deliveries shall be thoroughly trained and familiar with the related hazards, safety measures, and spill clean-up procedures required for Aluminum Chlorohydrate. Spills and/or leaks at time of delivery, regardless of the size shall be properly and immediately cleaned up by the driver or other personnel of the supplier in accordance with State, Federal and OSHA regulations.

All drivers must have any necessary personnel safety clothing and/or equipment required for off-loading Aluminum Chlorohydrate. City personnel and/or equipment at the delivery locations will assist in the off-loading of chemicals. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

Supplier must be prepared to provide safety training on the safe handling and use of the Aluminum Chlorohydrate and emergency procedures in the event of a leak or spill. The training may be performed at least once during the year if requested by the City. It is preferred that this training be offered at no charge to the City.

QUALITY ASSURANCE

A quality assurance analysis may be run to check the quality of the chemical for any given delivery. Any product not meeting State and Federal standards, or the specifications outlined in this bid request, will be returned at no cost to the City. A certificate of analysis shall be provided for each load of Chemical.

MATERIAL SAFETY DATA SHEETS

Material Safety Data Sheets must be provided with each delivery. No delivery will be accepted without an MSDS.

DELIVERY

Deliveries are to be made F.O.B. Turlock, freight prepaid and added to invoice, as required to the Waste Water Treatment Plant. Deliveries are to be made within ten working days after the placement of order. An MSDS must be provided with each delivery. Each delivery shall be accompanied by a certified weight ticket.

Deliveries must be made Monday through Friday (excluding holidays) between the hours of 8:30AM and 3:30PM Deliveries not conforming to these requirements may be returned at no cost to the City.

All costs incidental to delivery and off-loading of chemicals must be included in the bid price. Any deliveries not meeting chemical quality, regulatory, safety, or delivery requirements will be returned at no cost to the City and must be re-shipped and/or re-delivered by the supplier within forty-eight hours of the original unacceptable delivery. Supplier shall provide at the time of delivery, a dated receipt, signed by the driver, identifying product and quantity. Delivery (shipping) tickets must be signed by the on-site City personnel at the time of delivery and a copy of the delivery ticket presented to him/her. No delivery can be made when a City representative is not on site.

Container Requirements: Aluminum Chlorohydrate must be bulk deliveries, 4000 gallons each to 12,000 gallon fixed tank.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$380,000 TO ACCOUNT NUMBER }
410-51-530.44005_005 "ALUMINUM }
CHLOROHYDRATE" FROM FUND 410 }
"WATER QUALITY CONTROL" RESERVE }
FOR THE PURCHASE OF ALUMINUM }
CHLOROHYDRATE }
_____ }

RESOLUTION NO. 2014-

WHEREAS, on May 10, 2011, the City Council approved the contract with Zalreich Chemical for the purchase of Aluminum Chlorohydrate; and

WHEREAS, the Turlock Regional Wastewater Treatment Facility used more chemicals than anticipated due to the adverse effects of storm water flows and issues with effluent turbidity; and

WHEREAS, the City must comply with the discharge permit and NPDES regulations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorized the appropriation of \$380,000 to account number 410-51-530.44005_005 "Aluminum Chlorohydrate" from Fund 410 "Water Quality Control" reserve for the purchase of Aluminum Chlorohydrate.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of March, 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

5K



Council Synopsis

March 25, 2014

From: Tim Lohman, Fire Chief
Prepared by: Steven Williams, Police Captain
Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a renewed agreement between Romeo Medical Clinic and the City of Turlock Fire Department to provide annual physicals and pre-employment physicals as necessary for Turlock Fire personnel, in an amount not to exceed \$14,256, and authorizing the City Manager to sign the agreement and all future renewal agreements

2. DISCUSSION OF ISSUE:

In order to meet Department of Motor Vehicle and OSHA requirements, all Fire personnel must undergo regular health screenings. Musculoskeletal, urine dip, audiology, pulmonary function, and PPD testing/readings are among the screenings administered by Romeo Medical Clinic.

All firefighter candidates must undergo a pre-employment physical. Hazardous Materials Team Members must undergo specific physical screenings and laboratory testing as a term of employment.

3. BASIS FOR RECOMMENDATION:

Turlock City Fire has contracted the services of Romeo Medical Clinic in the past and is seeking to renew the agreement.

Strategic Plan Initiative: A. EFFECTIVE LEADERSHIP

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted in G/L: 110/30-300.43155 (Physicals, Shots, Psychological)

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Identify an alternate source for services. Staff does not recommend this option as this is a request for the renewal of an annual contract and a single provider maintains continuity and streamlined services.



**ROMEOMEDICAL CLINIC'S – WORK WELLNESS PROGRAM
FOR
CITY OF TURLOCK FIRE DEPARTMENT**

GOALS OF PROGRAM

City of Turlock Fire Department, in partnership with ROMEOMEDICAL CLINIC'S Work Wellness Clinic would like to promote health in the work place and at home. The goal is to enhance the health, productivity, and life satisfaction of employees and to reduce the economic costs of preventable disease and disability.

This AGREEMENT is made effective as of **date signed**, by and between **ROMEOMEDICAL CLINIC, INC.**, a California medical corporation with a principal mailing address of 1801 Colorado Ave., Suite 120, Turlock, CA 95382 and **City of Turlock** with a principle address of 156 Broadway, Suite 235, Turlock, CA 95380. In this Agreement, the party who is contracting to receive services will be referred to as "CLIENT", and the party who will be providing the services will be referred to as "ROMEOMEDICAL CLINIC" for calendar year 2014.

Whereas, ROMEOMEDICAL CLINIC is willing to and desires to perform certain health services for CLIENT and CLIENT desires to obtain the services of ROMEOMEDICAL CLINIC on the terms and conditions hereinafter provided;

Now, therefore, in consideration of the above, and the mutual covenants, conditions, and agreements herein contained, ROMEOMEDICAL CLINIC and CLIENT agree as follows:

1. **Description of Services.**

CLIENT hereby engages ROMEOMEDICAL CLINIC under the terms and conditions herein contained, and ROMEOMEDICAL CLINIC accepts such engagement, to perform the services set forth and described on the Statement of Work (hereinafter referred to as a "SOW") which is attached hereto as Exhibits "A" and Exhibits "B" incorporated herein.

2. **Compensation.**

CLIENT shall pay to ROMEOMEDICAL CLINIC, and ROMEOMEDICAL CLINIC shall accept from CLIENT, as compensation for the services to be provided by ROMEOMEDICAL CLINIC hereunder, such compensation as is set forth on

CSX for Agenda

Exhibit "A" and Exhibit "B" attached hereto and incorporated herein. The compensation to be paid by CLIENT to ROMEO MEDICAL CLINIC for any additional services to be provided by ROMEO MEDICAL CLINIC to CLIENT shall be as provided in the SOW therefore.

3. **Indemnification.**

To the fullest extent permitted by law, ROMEO MEDICAL CLINIC agrees to indemnify, defend, and hold harmless City, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from or directly related to any work performed or services provided under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require ROMEO MEDICAL CLINIC to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the party to be indemnified.

ROMEO MEDICAL CLINIC'S INSURANCE: ROMEO MEDICAL CLINIC shall not commence work under this Agreement until ROMEO MEDICAL CLINIC has obtained approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall ROMEO MEDICAL CLINIC allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. ROMEO MEDICAL CLINIC 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 ROMEO MEDICAL CLINIC, his agents, representatives, employees or subcontractors.

(a) Minimum Scope and Limits of Insurance: ROMEO MEDICAL CLINIC shall, at its own expense, procure and maintain in effect at all times during the duration of this Agreement errors and omissions liability insurance appropriate to the ROMEO MEDICAL CLINIC's profession with limits of \$1,000,000 per occurrence. ROMEO MEDICAL CLINIC's coverage is to be endorsed to include contractual liability. All ROMEO MEDICAL CLINIC policies shall contain an endorsement that written notice shall be given to CITY at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policy or policies.

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

(c) Verification of Coverage: ROMEO MEDICAL CLINIC shall furnish



City with original certificates and 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.

(d) Subcontractors: ROMEO MEDICAL CLINIC 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.

The term of this Agreement shall commence on the date of signing and shall continue for a period of one year.

ROMEO MEDICAL CLINIC/
WORK WELLNESS

CITY OF TURLOCK

Samuel J. Romeo, M.D.
Chief Executive Officer

Roy W. Wasden, City Manager

Date

Date

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

Attest: _____
Kellie E. Weaver, City Clerk

Exhibit "A" – Statement of Work (annual fee)

Romeo Medical Clinic's Work Wellness will provide to City of Turlock – Fire Department the following services for up to 55 participants in calendar year 2014.

1. Annual Evaluation

- a. Health Risk Assessment (HRA)
 - i. Comprehensive confidential report for individuals
 - ii. Body Fat Testing
 - iii. Cholesterol
 - iv. Screening glucose for diabetes detection
- b. OSHA questionnaire
- c. Department of Motor Vehicle physical exams
 - i. Urine Dip
 - ii. Visual acuity & color vision
 - iii. Musculoskeletal Exam
- d. Audiology
- e. Urine Drug Screen, DOT compliant collection
- f. Pulmonary Function Test/Spirometry
- g. PPD test & reading Hepatitis B titers (or) immunization

- 2. Compensation:** The CLIENT shall pay to ROMEO MEDICAL CLINIC for the services to be rendered by ROMEO MEDICAL CLINIC to CITY OF TURLOCK'S employees hereunder compensation of fourteen thousand, two hundred and fifty six dollars (\$14,256) for all services in Exhibit "A".

Exhibit “B” – Statement of Work (Fee for Service)

Romeo Medical Clinic’s Work Wellness will provide to City of Turlock – Fire Department the following services on a fee for service basis.

1. New Hire Evaluation:

PRICE: \$568

- a. Health Risk Assessment (HRA)
 - i. Comprehensive confidential report for individuals
 - ii. Body Fat Testing
- b. OSHA questionnaire
- c. Department of Motor Vehicle physical exams
 - i. Urine Dip
 - ii. Visual acuity & color vision
 - iii. Musculoskeletal Exam
- d. Audiology
- e. Urine Drug Screen, DOT compliant collection
- f. Pulmonary Function Test/Spirometry
- g. PPD test & reading
- h. EKG
- i. Baseline Chest X-ray
- j. Baseline Laboratory Evaluations
 - i. Standard CBC
 - ii. Comprehensive Metabolic Panel
 - iii. Lipid Panel
 - iv. Cholinesterase

2. Hazmat:

PRICE: \$310

- a. Blood tests
- b. Standard CBC
- c. Chem panel
- d. Lead levels baseline
- e. Zinc Levels baseline
- f. Cholinesterase baseline
- g. Chest X-ray
- h. Stanislaus County Form Completed

3. Vaccinations and Titers

a. Vaccinations

	PRICES:
i. Hepatitis A	\$90
ii. Hepatitis B	\$75
iii. Varicella	\$74.50
iv. MMR	\$60
v. Tdap (Adacel)	\$62.50

b. Titers:

i. Hepatitis A	\$35
ii. Hepatitis B	\$30
iii. Varicella	\$35
iv. MMR	\$85

4. Cardiac Evaluations:

	PRICES:
a. Resting EKG	\$45
b. Treadmill Stress Test	\$175/test

5. Compensation: The CLIENT shall pay to ROMEO MEDICAL CLINIC for the services to be rendered by ROMEO MEDICAL CLINIC to CITY OF TURLOCK'S employees for all services in Exhibit "B" on a fee for service basis.



Council Synopsis

March 25, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Garner R. Reynolds, Regulatory Affairs Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting the results of the Proposition 218 process for the consideration of increasing the monthly water fees and charges effective July 1, 2014

Ordinance: Amending Turlock Municipal Code Title 6, Chapter 5, Article 5, Section 01 and Title 6, Chapter 5, Article 7, Section 01(b) to implement updated fees and charges for property related water services

2. DISCUSSION OF ISSUE:

Proposition 218 (Article XIID of the California Constitution) requires notification to the affected property owners of any proposed increase in fees charged for property related services. On December 10, 2013, City Council authorized staff to conduct a Proposition 218 process and to establish a public hearing date of March 25, 2014; required prior to considering increasing the water fees and charges. The notification was performed on January 29, 2014, via United States Mail, fifty-six days prior to the public hearing.

In addition, on February 19, 2014 staff conducted three public workshops: one for industries, one for schools, churches, and large landscape customers, and a general workshop to provide an opportunity for questions and public input.

Protest ballots are accepted up to the conclusion of the public hearing. At the conclusion of the public hearing the protest ballots will be tabulated and presented to City Council for further consideration.

Pursuant to Proposition 218, the City Council may not impose the new water fees and charges if written protests are presented by a majority of the owners of parcels on which the fee is imposed. In Turlock's particular case, written protests would have to be received from the property owners of 8,771 parcels.

The purpose of the rate increases for the fees and charges is to ensure future revenues meet the projected expenditures in the Water Enterprise Fund. Expenditures include ongoing operations and maintenance costs, future capital costs related to improving water quality and water supply, and existing debt service obligations. As directed by the City Council, the new rates will be reviewed annually and the results of those annual reviews will be presented to the City Council.

The table below represents the proposed rate increases for each customer class based on average use. The City's current rate structure is outdated and varies significantly for each customer class; the proposed rate structure represents a "re-benchmarking" of the City's water rates based on current water demand for each customer class. In essence, the proposed commodity rates establish proportionality among customer classes based on water demand. Therefore, the first proposed rate adjustment varies by customer class; however, once rates have been "reset," rate increases for all customer classes are consistent for the remainder of the proposed rate increases.

Customer Class	Use Level	Water Use (gal)	Meter Size	FY15 1st 6mo	FY15 2nd 6mo	FY16	FY17	FY18	FY19
Single Family	Avg Use	15,000	1" or less	12%	15%	7%	15%	11%	11%
Multiple Family	Avg Use	30,000	1" or less	0%	16%	8%	15%	12%	11%
Commercial	Avg Use	220,000	2"	34%	15%	7%	16%	11%	11%
Industrial	Avg Use	100,000	2"	-9%	15%	6%	15%	10%	11%
Institutional	Avg Use	100,000	1" or less	-33%	17%	9%	16%	13%	12%
Landscape	Avg Use	100,000	1" or less	-30%	17%	8%	15%	11%	12%

3. BASIS FOR RECOMMENDATION:

- A. To promote economic growth by ensuring the necessary infrastructure is in place.
- B. To provide a reliable, sustainable high quality water supply for the future prosperity of the City.
- C. To install identified capital improvements for the water system.

Strategic Plan Initiative: MUNICIPAL INFRASTRUCTURE

- Goal(s):**
- a. Identify avenues to address current deficiencies
 - vii) Water: replace aging infrastructure as needed
 - b. Address Growth-Related Issues (Current and Future)
 - i) Surface Water Project
 - ii) Water

- ix) Collaborative regional efforts on water resources planning and management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A). Not move forward with the implementation of the increase for water fees and charges based upon a majority of written protests from affected property owners (requires 8,771 written protests, 50% + 1 vote).
- B). The City Council could elect not to proceed with the increase for water fees and charges. This alternative is not recommended due to the economic benefit of having a sustainable water supply that complies with all state and federal water quality standards.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING }
TURLOCK MUNICIPAL CODE TITLE 6, }
CHAPTER 5, ARTICLE 5, SECTION 01 AND }
TITLE 6, CHAPTER 5, ARTICLE 7, }
SECTION 01(b) TO IMPLEMENT UPDATED }
FEES AND CHARGES FOR PROPERTY }
RELATED WATER SERVICES }

ORDINANCE NO. -CS

WHEREAS, on January 29, 2014, a public notice was mailed to the affected property owners regarding the proposed changes of fees and charges for property related water services, pursuant to the provisions of Section 6, Article XIID of the California Constitution (Proposition 218); and

WHEREAS, the Turlock City Council held a public hearing on March 25, 2014 to consider the adoption of water fees and charges; and

WHEREAS, a majority of written protests was not received in opposition to the proposed changes in water fees and charges; and

WHEREAS, the City Council has elected to adopt the new water fees and charges.

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

SECTION 1. AMENDMENT: Title 6, Chapter 5, Article 5, Section 01 is hereby amended to read as follows:

6-5-501 Rates Fees and Charges.

(a) All new and existing services connections shall be metered.

(b) As of January 1, 2007, all commercial services shall be metered Fees and Charges.

(1) Monthly water charges shall consist of the following three components: Commodity Charge, Capacity Charge, and a Customer Charge.

(2) Each service connection shall pay the fees and charges as set forth below:

(c) Each service connection shall pay a monthly meter rental fee as set forth below:

Meter Size	Rate Per Month
1" or less	\$2.00

OK for Agenda
[Signature]

1-1/2"	\$4.50
2"	\$5.50
3"	\$13.50
4"	\$27.50
6"	\$48.50
8"	\$86.50
10"	\$140.50

(d) Meter Rate:

(1) Rates for usage per one thousand (1,000) gallons, prorated for each fraction thereof.

Gallons	Effective July 1, 2007	Effective July 1, 2008
0 to 50,000	\$1.02	\$1.07
50,001 to 150,000	\$0.87	\$0.94
Over 150,000	\$0.37	\$0.39

(2) Charges for water usage should meet the following minimum amounts (in addition to the meter rental fee):

Size of Service	Effective July 1, 2007	Effective January 1, 2008	Effective July 1, 2008
1" or less	\$20.50	\$21.00	\$22.05
1-1/2"	\$31.90	\$32.40	\$34.00
2"	\$34.15	\$34.65	\$36.40
3"	\$41.00	\$41.50	\$43.60

4"	\$52.40	\$62.00	\$55.55
6"	\$61.50	\$62.00	\$65.10
8"	\$72.90	\$73.40	\$77.05
10"	\$86.55	\$87.50	\$91.40

	effective date >	7/1/2014	1/1/2015	1/1/2016	1/1/2017	1/1/2018	1/1/2019
Commodity Charge, \$ per 1000 gallons							
Single/Multi Residential		\$0.48	\$0.57	\$0.63	\$0.74	\$0.84	\$0.94
Commercial/Industrial/Institutional		\$0.37	\$0.43	\$0.46	\$0.54	\$0.60	\$0.67
Landscape		\$0.51	\$0.60	\$0.65	\$0.75	\$0.84	\$0.94
Capacity Charge, \$ per meter per month							
1" or less		\$17.50	\$20.00	\$21.20	\$24.10	\$26.50	\$29.40
1-1/2"		\$35.00	\$40.00	\$42.40	\$48.20	\$53.00	\$58.80
2"		\$56.00	\$64.00	\$67.90	\$77.20	\$84.80	\$94.10
3"		\$123.00	\$140.00	\$149.00	\$169.00	\$186.00	\$206.00
4"		\$210.00	\$240.00	\$255.00	\$290.00	\$318.00	\$353.00
6"		\$438.00	\$500.00	\$530.00	\$603.00	\$663.00	\$735.00
8"		\$840.00	\$960.00	\$1,018.00	\$1,157.00	\$1,272.00	\$1,412.00
10"		\$1,330.00	\$1,520.00	\$1,612.00	\$1,832.00	\$2,014.00	\$2,235.00
Customer Charge, \$ per account per month		\$2.20	\$2.50	\$2.60	\$3.00	\$3.30	\$3.60

(ec) Inaccurate Meter. An inaccurate meter shall be charged as follows:

- (1) Either an average of the three (3) following months' usage (after its repair); or
- (2) The charge of the same month for the previous year, whichever is greater.

(fd) Standby Charges (this rate is in addition to the regular monthly water meter rental fee and water use charges shown above). This charge is for customers who use the City water supply as a backup water source.

Size of Service	Effective July 1, 2007	Effective July 1, 2008
2"	\$219.00	\$230.00
4"	\$655.00	\$687.00

6"	\$1,310.00	\$1,374.00
8"	\$2,293.00	\$2,405.00

SECTION 2. AMENDMENT: Title 6, Chapter 5, Article 7, Section 01(b) is hereby amended to read as follows:

6-5-701(b) Rates Fees for off-site construction water.

(b) In the event that a fire hydrant meter is requested, the meter may be obtained by depositing Seven Hundred and no/100ths (\$700.00) Dollars with the Municipal Services Department. The deposit shall be refunded, less the amount for water used, upon return of the meter in good condition. In addition to actual consumption, customer shall pay a meter rental fee as follows: ~~outlined in Section 4 of Article 5 of Chapter 5 of Title 6 of this code (6-5-501 (c)).~~

Meter Size	Rate Per Month
1" or less	\$2.00
1-1/2"	\$4.50
2"	\$5.50
3"	\$13.50
4"	\$27.50
6"	\$48.50
8"	\$86.50
10"	\$140.50

SECTION 3. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 4. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 8th day of April, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ____ day of _____, 2014.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

8A

March 25, 2014

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

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

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

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

2. DISCUSSION OF ISSUE:

In the past, the Turlock City Arts Commission was highly active in developing and promoting arts in our community. For a variety of reasons, the level of activity has gone through many ebbs and flows. The inconsistent level of commissioner participation has at times adversely impacted the vitality of the Arts Commission. The commission is currently dealing with a challenge relative to the number of active members. Membership has fallen below the minimum number needed to achieve a quorum. Of the 7 members and 2 alternates, the commission is down to 3 members.

Given the situation, staff has identified a unique opportunity to expand the role of our remaining commissioners and create organizational efficiency. Staff recommends the 3 remaining Arts commissioners be folded into the current Parks, Recreation and Community Programs Commission. This would change the number on the commission from 7 to 9 members. If approved, the Parks, Recreation and Community Programs commissioners would then work to update their by-laws to incorporate an arts component and would identify a revised commission name including a reference to "arts".

By combining all of the current commissioners into a single body the City would expand their role, giving them a richer variety of issues and projects to explore. This recommendation will also provide the City and the community with a more streamlined process and enable staff to work in a more efficient manner. Over the last year, two of the Arts Commission's projects required input from the Parks, Recreation and Community Programs Commission which slowed the process and left questions from both commissions as to which commission should take the lead.

Staff has met with all affected commissioners to gain their input on this proposal. None of the current commissioners have any objection to this proposal and are open to combining the commissions as long as we ensure the arts component is maintained and the parks and recreation components are not adversely impacted.

The City understands our community is passionate about arts in the community and is committed to maintaining this focus. Having an advisory body to evaluate arts related projects and programs is necessary and staff believes we can achieve this through a combined advisory commission. Given the changed role of the Arts Commission and the stronger role played by the Carnegie Arts center, this change would allow the City to participate in promoting arts in the community in a much more manageable and consistent manner, maintaining a public arts component that is much needed in our community.

3. BASIS FOR RECOMMENDATION:

The Turlock City Arts Commission is unable to meet the minimum requirements as per their by-laws. Under section 101 (a): Powers and Duties states the Commission shall encourage, stimulate, promote and foster programs for the cultural enrichment of the City and thereby contribute to the quality of life in Turlock and to develop an awareness in the business community, in local government and in the general public of the value of the arts in Turlock.

STRATEGIC PLAN: Strategic Plan Initiative:

Goal(s): C. Cultural Arts and Tourism

- i) Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities and special events

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Budget Amendment: N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). If Council decides not to combine the remaining members of Turlock City Arts Commission and the current members of the Parks, Recreation, and Community Programs Commission into a single commission, the City will continue to recruit new Arts Commissioners.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF COMBINING THE }
ARTS COMMISSION AND THE PARKS, }
RECREATION AND COMMUNITY }
PROGRAMS COMMISSION INTO A SINGLE }
ADVISORY COMMISSION CONSISTING OF }
NINE (9) MEMBERS MADE UP OF ALL }
CURRENT COMMISSIONERS }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the role of the Parks, Recreation and Community Programs Commission is to advise the City Council and staff in matters pertaining to parks, recreation, community programs and related facilities; and

WHEREAS, the role of the Arts Commission is to encourage, stimulate, promote and foster programs for cultural enrichment in the City of Turlock; and

WHEREAS, both Commissions work to enhance the quality of life in Turlock frequently interacting on a variety of projects; and

WHEREAS, the Arts Commission is unable to meet the minimum requirements as per their by-laws; and

WHEREAS, combining the commissions would expand the commissioners' roles, giving them a richer variety of issues and projects to explore.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve combining the Arts Commission and the Parks, Recreation and Community Programs Commission into a single advisory commission consisting of nine (9) members made up of all current commissioners.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of March, 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

8B

March 25, 2014

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving a new Public Safety Business Analyst job description within the Turlock Police Department and authorizing the hiring of one (1) Public Safety Business Analyst through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed

2. DISCUSSION OF ISSUE:

The Police Department is preparing to restructure the department which will include the reallocation of resources to better serve the needs of internal and external customers with available funding. The majority of the reorganization will coincide with the new budget year beginning July 1, 2014.

An adjustment that is necessary prior to the beginning of the new fiscal year is the creation of a Public Safety Business Analyst. Accelerated approval for this new position is essential so that the individual who fills the position can be identified and prepared to assume the duties effective July 1, 2014.

The creation of the new position will not result in a net-new allocated position to the Police Department. A Police Secretary will retire effective April 18, 2014. The position of Public Safety Business Analyst will be filled in lieu of filling the vacated Police Secretary position.

The Public Safety Business Analyst will serve both the Police and Fire Departments. This is consistent with the action approved by City Council in 2011 which consolidated resources within the Police and Fire Departments to reduce redundancies and create efficiencies within both departments.

The essential functions of the Public Safety Business Analyst are currently being performed by a Police Captain who serves both the police and fire departments in the area of business management. With the proposed reorganization, the police department will reduce the number of allocated Police Captain positions from three (3) Captains to two (2) Captains. This will require the Police Captain currently performing the Business Analyst duties to assume many additional

management and oversight responsibilities. Supervision and management oversight for the Public Safety Business Analyst will be provided by a Police Captain. The proposed job description is included as Exhibit "A".

3. BASIS FOR RECOMMENDATION:

City Council approval is required to establish a new job description.

Strategic Plan Initiative: A. EFFECTIVE LEADERSHIP

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

Strategic Plan Initiative: C. PUBLIC SAFETY

Goal(s): 1(b)(i)(a). Plan for Organizational Effectiveness

1(b)(iii)(a). Continued consolidated Support Operations Division which will support both the Police and Fire Departments

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for this position will not be required in FY13/14. Funding will be included in the Police Department's FY14/15 budget packet presented to City Council for consideration on the established schedule. It is recommended that the Public Safety Business Analyst be compensated at the rate of 23.2 (\$3,898 - \$4,739 monthly).

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Deny the request to create a Public Safety Business Analyst.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING A NEW }
PUBLIC SAFETY BUSINESS ANALYST }
JOB DESCRIPTION WITHIN THE TURLOCK }
POLICE DEPARTMENT AND AUTHORIZING }
THE HIRING OF ONE (1) PUBLIC SAFETY }
BUSINESS ANALYST THROUGH AN IN- }
HOUSE RECRUITMENT OF FULL-TIME, }
PART-TIME AND VOLUNTEER/INTERN }
STAFF (WITH NO PRIORITY GIVEN), AND }
OUTSIDE RECRUITMENT IF NEEDED }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the Police Department is preparing to restructure the department which will include the reallocation of resources to better serve the needs of internal and external customers with available funding; and

WHEREAS, the creation of a Public Safety Business Analyst will not result in a net-new position in the police department. A Police Secretary will retire effective April 18, 2014. The position of Public Safety Business Analyst will be filled in lieu of filling the vacated Police Secretary position; and

WHEREAS, the Public Safety Business Analyst will serve both the Police and Fire Departments as described in the job description; and

WHEREAS, there is a need to identify the individual who will fill the Public Safety Business Analyst position prior to July 1, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve a new Public Safety Business Analyst job description within the Turlock Police Department and authorizes the hiring of one (1) Public Safety Business Analyst through an in-house recruitment of full-time, part-time and volunteer/intern staff (with no priority given), and outside recruitment if needed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 25th day of March 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



PUBLIC SAFETY BUSINESS ANALYST

DEFINITION

The Public Safety Business Analyst performs a variety of office duties to support both the Police and Fire Departments including but not limited to coordinating the budget process; providing a variety of administrative support; performing research, statistical, and other analytical work; fulfilling other assignments in functional areas such as purchasing, project management, and other areas for both Departments; performing other job related duties as assigned.

This position is assigned to the Turlock City Employees Association (TECA) bargaining unit for labor relations purposes and is subject to overtime assignments.

DISTINGUISHING CHARACTERISTICS

The Public Safety Business Analyst is a non-sworn classification in the Police Department with a focus on budgeting, purchasing, and general business administration of the Police and Fire Department. Supervision is received from a Police Captain.

ESSENTIAL FUNCITONS: - Duties may include, but are not limited to the following:

- Coordinate the budgetary and fiscal control processes for the departments, project revenue and expenditures; prepare the departments' budgets; develop proformas for the departments, collaborate with City Finance and represent the departments' interests in fiscal matters.
- Investigate, analyze, develop, and prepare special studies or projects as requested; conduct special projects and administrative studies; prepare research and analytical reports.
- Coordinate the departments' purchasing function including vendor development, specification development, solicitation of bids, cost evaluations, and the preparation of committee or council reports.
- Coordinate the management of fiscal records.
- Coordinate the development and administration of grants, coordinate the fiscal monitoring and reporting for grants, contracts and agreements; coordinate billing for services provided.
- Coordinate, prepare, and keep record of documents necessary for presentation to the Turlock City Council.
- Prepare and process documents and data relative to the departments' payroll including accruals, benefits and specialty pay.
- Perform departmental administrative duties as assigned.
- Perform other duties as assigned.

MINIMUM QUALIFICATIONS:

Knowledge of:

- Principles and practices of organization, administration, and business administration.
- Principles and practices of budget preparation and administration.
- Modern office procedures, methods and computer equipment.
- Principles and procedures of financial records keeping and reporting.
- Technical report writing procedures.
- Principles and practices of purchasing.
- Principles of project management.
- Administrative research techniques, sources and availability of information.
- Methods and techniques of design for informational materials such as flyers, brochures and visual displays.
- Techniques for effectively organizing and managing multiple schedules and projects.
- Application of various labor MOU's relative to payroll processing.
- Computer software programs required to perform job duties.

Ability to:

- Learn the process and structure of City and departments.
- Learn applicable Federal, State, and local laws, codes and regulations.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Analyze facts and make sound recommendations.
- Prepare completed staff work for oral and written communication.
- Plan, initiate and complete work assignments with minimal direction.
- Communicate clearly and concisely, both orally and in writing.
- Use and operate a personal computer with a variety of software.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Represent the City and the Department in a variety of situations.

EXPERIENCE AND EDUCATION:

Experience:

Two years of increasingly responsible administrative and analytical experience in business administration, fiscal management, purchasing coordination, project management, or a related field.

Education:

Possession of an Associate's Degree from an accredited institution in business or a related field.

Desirable:

Possession of a Bachelor's Degree in business or a related field.

LICENSE OR CERTIFICATE

License:

Possession of an appropriate, valid California driver's license at the time of appointment, to be maintained as a condition of continued employment.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read instructions; sufficient dexterity and hand-eye coordination to operate drafting and field surveying equipment; read fine print and view computer screens; hear well enough to converse on the telephone and in person; use of hands and fingers for use of computer keyboard, filing, writing and answering telephone; capable of clear speech; able to lift and carry objects weighing up to 40 pounds; climb stairs and ladders; stamina to work long hours and attend night meetings.

Established 04/2014

Reviewed and Approved:

Personnel Officer

Date