

City Council Agenda



APRIL 8, 2014

6:00 p.m.

City of Turlock Yosemite Room

156 S. Broadway, Turlock, California



Mayor
John S. Lazar

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

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

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

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

- A. Proclamation: National Library Week, April 13-19, 2014, accepted by Anne-Marie Montgomery, Stanislaus County Library, Turlock Branch
- B. Proclamation: Love Turlock, May 3, 2014, accepted by Pastor David Larson, New Life Christian Center
- C. Proclamation: City of Turlock Volunteers, accepted by Jessie Dhami
- D. Proclamation: National Telecommunicators Week, April 13-19, 2014, accepted by Kathleen Keller

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

B. **STAFF UPDATES**

1. Capital Projects and Building Activity (*Pitcock*)
2. Precision Concrete Sidewalk Repairs (*Van Guilder*)

C. **PUBLIC PARTICIPATION**

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

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

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

B. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

C. **DISCLOSURE OF EX PARTE COMMUNICATIONS**

1. Public Hearing Items 7A and 7B are quasi-judicial proceedings. Council should disclose the following information if applicable:
 - a. State for the public record the nature of the communication; and
 - b. With whom the ex parte communication was made; and
 - c. A brief statement as to the substance of the communication.

5. **CONSENT CALENDAR**

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

- A. Resolution: Accepting Demands of 3/6/14 in the amount of \$1,175,931.42; Demands of 3/13/14 in the amount of \$1,408,502.70
- B. Motion: Accepting Minutes of Regular Meeting of March 25, 2014
- C. Motion: Approving Contract Change Order No. 4 (Final) in the amount of \$1,000 (Fund 420) for City Project No. 10-24, "Well No. 40 Sitework," bringing the contract total to \$238,335.01
- D.
 1. Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$40,183.90 (Fund 410 and 420) for City Project No. 10-53, "Water and Sewerline Replacement in the Alleys," bringing the contract total to \$1,226,678.90
 2. Motion: Accepting improvements for City Project No. 10-53, "Water and Sewerline Replacement in the Alleys," and authorizing the City Engineer to file a Notice of Completion

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- E. 1. Motion: Approving Contract Change Order No. 1 (Final) in the decreased amount of (\$191.41) (Fund 305) for North Olive Avenue, for City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut," bringing the contract total to \$21,359.59
 - E. 2. Motion: Accepting improvements for City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut," and authorizing the City Engineer to file a Notice of Completion
 - F. Resolution: Directing the City Manager or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2014-15
 - G. Resolution: Authorizing the federal funding under FTA Section 5339 with the California Department of Transportation
 - H. Motion: Approving the rehabilitation forgivable loan #3587-VS, in the amount of \$25,000, where the City of Turlock will be in third position, as prescribed by the adopted Rehabilitation Loan Policies and Procedures
 - I. Motion: Approving an agreement with Clark Pest Control of Modesto, California, for weed control services for the City of Turlock's Regional Water Quality Control Facility and the Parks, Recreation, and Public Facilities Department, in an amount not to exceed \$46,812 annually and \$96,624 for a period of twenty-four (24) months
 - J. 1. Motion: Approving an agreement with the State of California's Franchise Tax Board for participation in the Interagency Intercept Collections (IIC) program
 - J. 2. Motion: Approving an agreement with LexisNexis for skip tracing services required to participate in the Interagency Intercept Collections (IIC) program, in an annual amount not to exceed \$1,000
 - J. 3. Resolution: Appropriating \$1,000 from Fund 110 "General Fund" to account number 110-10-112.43013 "Interagency Intercept Program Software Services" for participation in the Interagency Intercept Collections (IIC) program and associated skip tracing services
 - K. Motion: Authorizing the Turlock Fire Department to establish a Working Agreement or Memorandum of Understanding with American Medical Response – West for the sole purpose of Continuing Education Records oversight under the direction of a Clinical Medical Director provided by American Medical Response – West

6. FINAL READINGS

- A. **Recommended Action:**
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 as introduced at the March 25, 2014 meeting

7. PUBLIC HEARINGS

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

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

Recommended Action:

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

- B. **Quasi-judicial proceeding:**
Request for approval establishing a lien for payment for repair cost of certain maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches that are out of repair. (*Van Guilder*)

Recommended Action:

Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

- C. Request to add Turlock Municipal Code Title 2, Chapter 12, regarding Campaign Contributions. (*Norton*)

Recommended Action:

Ordinance: Adding Turlock Municipal Code Title 2, Chapter 12, regarding Campaign Contributions

8. SCHEDULED MATTERS

- A. Request to authorize the Police Department to recruit for the classification of Police Officer Trainee and sponsor successful applicants through a police academy. (*Jackson*)

Recommended Action:

Resolution: Authorizing the Police Department to recruit for the classification of Police Officer Trainee and sponsor successful applicants through a police academy

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

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

11. CLOSED SESSION

- A. Conference with Labor Negotiators, Cal. Gov't Code §54957.6(a)
"Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation."
Agency Negotiators: Roy W. Wasden/Dave Young
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Community Housing, Community Housing Program Supervisor, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Payroll Coordinator, Principal Civil Engineer, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Utilities Manager, Water Quality Control Division Manager

12. ADJOURNMENT

IN HONOR OF
NATIONAL LIBRARY WEEK

APRIL 13 - 19, 2014

WHEREAS, library use is up nationwide among all types of library users, continuing a decade-long trend; and

WHEREAS, a literate workforce is essential to the economic health of our community; and

WHEREAS, reading is a basic key to achieving personal success in school, in business and in life; and

WHEREAS, librarians are actively building partnerships in the community and making special efforts to reach out to parents, children and low-literate adults; and

WHEREAS, libraries ensure equal access to knowledge and information and offer valuable reading resources and services; and

WHEREAS, librarians and libraries are actively involved in providing equitable access to the Internet and other computer technologies; and

WHEREAS, libraries provide free resources for the evolving needs of the community, such as employment searches, online interview preparation, resume assistance and tutoring support; and

WHEREAS, libraries offer pre-school StoryTimes and summer reading programs to encourage children to begin a habit of reading that will serve to benefit their personal and professional lives.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim April 13-19, 2014 as "**National Library Week** " in the City of Turlock and urge everyone to visit their library to take advantage of the wonderful resources available, provided through the voter-approved 1/8-cent sales tax dedicated to the support of libraries.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of April, 2014.

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

2B

IN HONOR OF
LOVE TURLOCK

May 3, 2014

WHEREAS, volunteers transform limited resources into unlimited possibilities as well as offering love and compassion, providing leadership and hope, bringing families and communities together, and turning dreams into realities; and

WHEREAS, Love Turlock desires to make a difference by serving people in the Turlock Community; and

WHEREAS, on Saturday, May 3, 2014, an army of volunteers from churches, organizations, businesses, and the community at large, will go out into Turlock to make a difference by serving real people one on one; inspiring, leading, loving; and demonstrating kindness, meeting needs, and impacting lives with the love of Jesus; and

WHEREAS, inspired by this love, volunteers will serve through blotting out blight one block at a time, sharing time with a lonely senior, collecting canned food for the hungry, helping with handyman chores, and coming alongside those ministries and agencies that impact so many lives for good.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim May 3, 2014, as "**LOVE TURLOCK**" day in the City of Turlock and urge all citizens to show their support for this praiseworthy event.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of April, 2014.

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



**IN RECOGNITION OF
CITY OF TURLOCK
VOLUNTEERS**

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim our gratitude and admiration to the past and future members of our community to honor the dedication of these model volunteers who tirelessly give so freely of their valuable time to provide service to the citizens of Turlock.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of April, 2014.

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

IN HONOR OF
NATIONAL TELECOMMUNICATORS WEEK
APRIL 13-19, 2014

WHEREAS, in an emergency, most Americans depend on 9-1-1. Each day, over one-half million dedicated public safety communicators answer desperate calls for help, responding with services that save the lives and property of American citizens in need of assistance; and

WHEREAS, these dedicated men and women are more than anonymous voices on the telephone line; they are local professionals who use public safety telecommunications to quickly respond to emergency calls; and

WHEREAS, public safety communicators continue to adapt to new circumstances, implement new technologies, and save countless lives. Today, they are the first line of defense between a frantic population and imminent disaster; and

WHEREAS, the citizens of Turlock rely on their knowledge and professionalism as they make critical decisions, obtain information, and quickly dispatch needed aid; and

WHEREAS, our public safety telecommunicators serve our citizens daily in countless ways. The work of these "**unseen first responders**" is invaluable in emergency situations, and each of these dedicated men and women deserves our heartfelt appreciation. Americans place their trust in these individuals, not just this week, but every day of the year.

NOW, THEREFORE, I, JOHN S. LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim April 13-19, 2014, as "**NATIONAL TELECOMMUNICATORS WEEK**" in the City of Turlock, and encourage all citizens of the City of Turlock show and express appreciation for these outstanding individuals.

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 8th day of April, 2014.

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

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }
OF 3/6/14 IN THE AMOUNT OF \$1,175,931.42; }
DEMANDS OF 3/13/14 IN THE AMOUNT OF }
\$1,408,502.70 }
_____ }

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:
3/6/14	\$1,175,931.42
3/13/14	\$1,408,502.70

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:

ATTEST:

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

Payment Register

From Payment Date: 2/28/2014 - To Payment Date: 3/6/2014

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
96798	03/03/2014	Open			Utility Management Refund	ALVAREZ, MARIA	\$108.18		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$108.18		
96799	03/03/2014	Open			Utility Management Refund	BATH, HARNEET	\$126.50		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$126.50		
96800	03/03/2014	Open			Utility Management Refund	BENNETT, RUBY	\$20.00		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$20.00		
96801	03/03/2014	Open			Utility Management Refund	COVARRUBIAS, MAIRU	\$85.50		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$85.50		
96802	03/03/2014	Open			Utility Management Refund	DE LA PENNA, BELLA	\$35.88		
	Paying Fund			Cash Account					
	420 - WATER			420.11000 (Cash)			\$35.88		
96803	03/03/2014	Open			Utility Management Refund	GARCIA, CARMEN, S	\$35.39		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$4.18		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$7.16		
	420 - WATER			420.11000 (Cash)			\$24.05		
96804	03/03/2014	Open			Utility Management Refund	GAVIN, JOHN P	\$186.66		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$0.84		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			\$0.96		
	420 - WATER			420.11000 (Cash)			\$184.86		
96805	03/03/2014	Open			Utility Management Refund	GERHARDT, STEPHANIE, MARIE	\$67.18		
	Paying Fund			Cash Account					
	110 - General Fund			110.11000 (Cash)			\$25.00		

5A.

Payment Register

From Payment Date: 2/28/2014 - To Payment Date: 3/6/2014

Account Number	Payment Date	Open	Paying Fund	Utility Management Refund	Cash Account	Amount
96806	03/03/2014	Open	420 - WATER	GOODRICH, ALLISON	420.11000 (Cash)	\$42.18
						\$183.90
96807	03/03/2014	Open	420 - WATER	HAIDER, DAVID	420.11000 (Cash)	\$139.76
						\$57.90
96808	03/03/2014	Open	420 - WATER	HAUSER, LETICIA	420.11000 (Cash)	\$139.76
						\$57.90
96809	03/03/2014	Open	420 - WATER	LANDLORDS PROPERTY MANAGEMENT	420.11000 (Cash)	\$117.43
						\$117.43
96810	03/03/2014	Open	420 - WATER	ODISHO, NAJIBEH	420.11000 (Cash)	\$113.57
						\$27.65
96811	03/03/2014	Open	420 - WATER	OROZCO, GUADALUPE	420.11000 (Cash)	\$113.57
						\$69.13
96812	03/03/2014	Open	420 - WATER	PIRO, LAZAR	420.11000 (Cash)	\$69.13
						\$31.66
96813	03/03/2014	Open	420 - WATER	SEQUOIA PROPERTY MANAGEMENT	420.11000 (Cash)	\$31.66
						\$25.00
96814	03/03/2014	Open	420 - WATER	SINGH, CHAMKAUR	420.11000 (Cash)	\$25.00
						\$25.00

Payment Register

From Payment Date: 2/28/2014 - To Payment Date: 3/6/2014

96815	03/03/2014	Open	Utility Management Refund	VALENCIA, MARIBEL, SOLORIZANO	Cash Account	Amount
	Paying Fund					
	420 - WATER				420.11000 (Cash)	\$96.40
96816	03/06/2014	Open	Accounts Payable	ACCOMTEMPMS INC	Cash Account	\$271.10
	Paying Fund					
	410 - WATER QUALITY CONTROL (WQC)					
	420 - WATER				410.11000 (Cash)	\$135.55
96817	03/06/2014	Open	Accounts Payable	AFLAC	420.11000 (Cash)	\$135.55
	Paying Fund					\$5,382.13
	104 - Payroll Clearing Fund				Cash Account	Amount
96818	03/06/2014	Open	Accounts Payable	AFLAC GROUP INSURANCE	104.11000 (Cash)	\$5,382.13
	Paying Fund					
	104 - Payroll Clearing Fund				Cash Account	Amount
96819	03/06/2014	Open	Accounts Payable	ALL VALLEY SMOG INC	104.11000 (Cash)	\$3,046.35
	Paying Fund					
	110 - General Fund				Cash Account	Amount
96820	03/06/2014	Open	Accounts Payable	AMERICAN AED, INC.	110.11000 (Cash)	\$82.50
	Paying Fund					\$24.75
	305 - Capital Facility Fees				Cash Account	Amount
96821	03/06/2014	Open	Accounts Payable	AMERICAN MESSAGING	305.11000 (Cash)	\$1,625.00
	Paying Fund					
	110 - General Fund				Cash Account	Amount
96822	03/06/2014	Open	Accounts Payable	AMERICAN MESSAGING	110.11000 (Cash)	\$48.53
	Paying Fund					
	110 - General Fund				Cash Account	Amount
96823	03/06/2014	Open	Accounts Payable	AT & T	110.11000 (Cash)	\$76.50
	Paying Fund					
	110 - General Fund				Cash Account	Amount
96824	03/06/2014	Open	Accounts Payable	AT&T MOBILITY	110.11000 (Cash)	\$63.58
	Paying Fund					
	410 - WATER QUALITY CONTROL (WQC)				Cash Account	Amount
	501 - Information Technology				110.11000 (Cash)	\$2,419.99
	502 - Engineering				410.11000 (Cash)	\$339.40
96825	03/06/2014	Open	Accounts Payable	AVAYA INC	501.11000 (Cash)	\$547.08
	Paying Fund				502.11000 (Cash)	\$39.99

Payment Register

From Payment Date: 2/28/2014 - To Payment Date: 3/6/2014

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$12.07
03/06/2014 Open	Accounts Payable	BLUEGRASS PLAYGROUNDS INC
96826		\$872.79
Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$872.79
03/06/2014 Open	Accounts Payable	CA STATE UNIVERSITY STAN
96827		\$1,030.00
Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	\$1,030.00
03/06/2014 Open	Accounts Payable	CERES COURIER INC, THE
96828		\$175.00
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$175.00
03/06/2014 Open	Accounts Payable	CHAMPION INDUSTRIAL
96829		\$274.10
Paying Fund	Cash Account	Amount
301 - Capital Improvement	301.11000 (Cash)	\$274.10
03/06/2014 Open	Accounts Payable	CLARK BROS INC
96830		\$406,453.05
Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	\$406,453.05
03/06/2014 Open	Accounts Payable	CODE PUBLISHING COMPANY
96831		\$536.25
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$536.25
03/06/2014 Open	Accounts Payable	COMBINED BENEFITS ADMIN C
96832		\$70,925.13
Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	\$70,925.13
03/06/2014 Open	Accounts Payable	COMBINED BENEFITS ADMIN-
96833		\$4,595.91
Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	\$4,595.91
03/06/2014 Open	Accounts Payable	COMBINED BENEFITS ADMIN/
96834		\$1,508.90
Paying Fund	Cash Account	Amount
511 - Health Care	511.11000 (Cash)	\$1,508.90
03/06/2014 Open	Accounts Payable	CUSTOM LOCKSMITH & ALARM INC
96835		\$157.50
Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$157.50
03/06/2014 Open	Accounts Payable	DATA FINANCIAL INC
96836		\$2,176.00
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$725.32
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$725.33

Payment Register

From Payment Date: 2/28/2014 - To Payment Date: 3/6/2014

Account Number	Account Name	Account Type	Account Description	Amount
96837	420 - WATER	Accounts Payable	420.11000 (Cash)	\$725.35
	03/06/2014	Accounts Payable	Downey Brand Attorneys	\$1,199.90
	Paying Fund		Cash Account	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$575.90
	420 - WATER		420.11000 (Cash)	\$624.00
96838	03/06/2014	Accounts Payable	EQUIFAX	\$14.38
	Paying Fund		Cash Account	
	110 - General Fund		110.11000 (Cash)	\$14.38
96839	03/06/2014	Accounts Payable	FARIA, JAMIE	\$242.00
	Paying Fund		Cash Account	
	104 - Payroll Clearing Fund		104.11000 (Cash)	\$242.00
96840	03/06/2014	Accounts Payable	FASTENAL COMPANY INC	\$1,748.99
	Paying Fund		Cash Account	
	110 - General Fund		110.11000 (Cash)	\$17.34
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$1,731.65
96841	03/06/2014	Accounts Payable	FEDERAL EXPRESS	\$457.95
	Paying Fund		Cash Account	
	110 - General Fund		110.11000 (Cash)	\$298.30
	121 - Tourism-City Share & Econ Devel		121.11000 (Cash)	\$24.32
	246 - Landscape Assessment		246.11000 (Cash)	\$19.28
	255 - CDBG		255.11000 (Cash)	\$22.38
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$42.85
	425 - Transit - Dial A Ride		425.11000 (Cash)	\$50.82
96842	03/06/2014	Accounts Payable	GRAINGER INC, W W	\$3,791.22
	Paying Fund		Cash Account	
	110 - General Fund		110.11000 (Cash)	\$71.88
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	\$3,719.34
96843	03/06/2014	Accounts Payable	GRIGGS, MELISSA	\$280.00
	Paying Fund		Cash Account	
	420 - WATER		420.11000 (Cash)	\$280.00
96844	03/06/2014	Accounts Payable	HILMAR READY MIX	\$53.81
	Paying Fund		Cash Account	
	420 - WATER		420.11000 (Cash)	\$53.81
96845	03/06/2014	Accounts Payable	HUNTINGTON COURT REPORTER	\$771.78
	Paying Fund		Cash Account	
	110 - General Fund		110.11000 (Cash)	\$771.78
96846	03/06/2014	Accounts Payable	IMAGE UNIFORMS(STANS) INC	\$9.69

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Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$9.69
03/06/2014 Open	Accounts Payable	ING LIFE INSURANCE AND
Paying Fund	Cash Account	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	\$26.00
03/06/2014 Open	Accounts Payable	ITRON INC
Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	\$2,073.93
03/06/2014 Open	Accounts Payable	KEENAN & ASSOCIATES
Paying Fund	Cash Account	Amount
510 - Workers Compensation Ins	510.11000 (Cash)	\$55,000.00
03/06/2014 Open	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC
Paying Fund	Cash Account	Amount
215 - Streets - Grant Funded Projects	215.11000 (Cash)	\$565.50
420 - WATER	420.11000 (Cash)	\$9,333.00
03/06/2014 Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS INC
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$743.16
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)	\$39.21
255 - CDBG	255.11000 (Cash)	\$49.75
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$504.32
420 - WATER	420.11000 (Cash)	\$1,958.96
502 - Engineering	502.11000 (Cash)	\$58.26
03/06/2014 Open	Accounts Payable	MONTE VISTA SMALL ANIMAL HOSPITAL
Paying Fund	Cash Account	Amount
203 - Animal Fee Forfeiture	203.11000 (Cash)	\$616.00
03/06/2014 Open	Accounts Payable	NEXT LEVEL PARTS INC
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$41.94
420 - WATER	420.11000 (Cash)	\$19.59
426 - Transit - BLAST	426.11000 (Cash)	\$8.80
03/06/2014 Open	Accounts Payable	P G & E
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$55.95
03/06/2014 Open	Accounts Payable	PACE SUPPLY CORPORATION
Paying Fund	Cash Account	Amount

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96856	410 - WATER QUALITY CONTROL (WQC) 420 - WATER 03/06/2014 Open Paying Fund	410.11000 (Cash) 420.11000 (Cash) Accounts Payable POLYDYNE INC	\$4,078.45 \$3,471.92
96857	410 - WATER QUALITY CONTROL (WQC) 03/06/2014 Open Paying Fund	Cash Account 410.11000 (Cash) Accounts Payable PRO FORCE LAW ENFORCEMENT	\$25,818.16 \$453.19
96858	110 - General Fund 03/06/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable REED INC, GEORGE	\$10,679.94
96859	215 - Streets - Grant Funded Projects 03/06/2014 Open Paying Fund	215.11000 (Cash) Accounts Payable REXEL INC	\$10,679.94 \$809.00
96860	420 - WATER 03/06/2014 Open Paying Fund	420.11000 (Cash) Accounts Payable SAN JOAQUIN VALLEY	\$809.00 \$20.00
96861	502 - Engineering 03/06/2014 Open Paying Fund	502.11000 (Cash) Accounts Payable SECURE DELIVERY	\$20.00 \$122.00
96862	420 - WATER 03/06/2014 Open Paying Fund	420.11000 (Cash) Accounts Payable SHAPE INC	\$122.00 \$34,895.78
96863	410 - WATER QUALITY CONTROL (WQC) 03/06/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable SHELL FLEET PLUS	\$34,895.78 \$66.02
96864	110 - General Fund 03/06/2014 Open Paying Fund	110.11000 (Cash) Accounts Payable SIERRA CHEMICAL CO	\$66.02 \$4,693.83
96865	410 - WATER QUALITY CONTROL (WQC) 03/06/2014 Open Paying Fund	410.11000 (Cash) Accounts Payable SIERRA MOUNTAIN CONSTRUCTION INC	\$4,693.83 \$278,349.63
96866	415 - Sewer Bond Projects 03/06/2014 Open Paying Fund	415.11000 (Cash) Accounts Payable SIERRA MOUNTAIN CONSTRUCTION INC	\$278,349.63 \$21,211.44
96867	410 - WATER QUALITY CONTROL (WQC) 03/06/2014 Open	410.11000 (Cash) Accounts Payable STANISLAUS CTY SHERIFF	\$21,211.44 \$482.12

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Paying Fund	Cash Account	Amount
96868	104 - Payroll Clearing Fund 03/06/2014 Open Paying Fund	\$482.12
	Accounts Payable	\$1,418.00
	STANTEC CONSULTING INC	
96869	401 - Airport 03/06/2014 Open Paying Fund	\$1,418.00
	Accounts Payable	\$959.26
	STOMMEL, INC.	
96870	110 - General Fund 03/06/2014 Open Paying Fund	\$959.26
	Accounts Payable	\$439.13
	SUPPORT PAYMENT CLEARING	
96871	104 - Payroll Clearing Fund 03/06/2014 Open Paying Fund	\$439.13
	Accounts Payable	\$54,254.93
	T I D	
96872	110 - General Fund 205 - Sports Facilities 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 426 - Transit - BLAST 505 - Fleet 03/06/2014 Open Paying Fund	\$659.32 \$2,662.23 \$13,440.10 \$2,658.45 \$33,390.45 \$209.99 \$1,234.39
	Accounts Payable	\$525.68
	TRIMAX MOWING SYSTEMS	
96873	110 - General Fund 03/06/2014 Open Paying Fund	\$525.68
	Accounts Payable	\$1,000.00
	TURLOCK CHAMBER COMMERCE	
96874	110 - General Fund 03/06/2014 Open Paying Fund	\$1,000.00
	Accounts Payable	\$97,042.35
	TURLOCK DOWNTOWN &	
96875	706 - PBID #2 03/06/2014 Open Paying Fund	\$97,042.35
	Accounts Payable	\$250.00
	TURLOCK JOURNAL	
96876	204 - AB 939 Integrated Waste Mgmt 03/06/2014 Open Paying Fund	\$250.00
	Accounts Payable	\$11,157.32
	UNION PACIFIC RAILROAD	
96877	215 - Streets - Grant Funded Projects 03/06/2014 Open Paying Fund	\$11,157.32
	Accounts Payable	\$170.25
	UNITED RESOURCE SYSTEMS INC	

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96878	110 - General Fund	110.11000 (Cash)				\$49.47
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$66.93
	420 - WATER	420.11000 (Cash)				\$53.85
	03/06/2014	Open	Accounts Payable	US CONF OF MAYORS, THE		\$5,269.00
	Paying Fund	Cash Account			Amount	
96879	110 - General Fund	110.11000 (Cash)				\$5,269.00
	03/06/2014	Open	Accounts Payable	VERIZON WIRELESS		\$732.47
	Paying Fund	Cash Account			Amount	
96880	110 - General Fund	110.11000 (Cash)				\$732.47
	03/06/2014	Open	Accounts Payable	VETERINARY MED CTR INC		\$195.00
	Paying Fund	Cash Account			Amount	
96881	203 - Animal Fee Forfeiture	203.11000 (Cash)				\$195.00
	03/06/2014	Open	Accounts Payable	WE CARE PROGRAM		\$3,750.00
	Paying Fund	Cash Account			Amount	
96882	255 - CDBG	255.11000 (Cash)				\$3,750.00
	03/06/2014	Open	Accounts Payable	ZALREICH CHEMICAL CO INC		\$17,962.43
	Paying Fund	Cash Account			Amount	
96883	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)				\$17,962.43
	03/06/2014	Open	Accounts Payable	ZAP MFG INC		\$686.13
	Paying Fund	Cash Account			Amount	
96884	225 - Transportation Tax	225.11000 (Cash)				\$686.13
	03/06/2014	Open	Accounts Payable	ZUMAR INDUSTRIES INC		\$284.25
	Paying Fund	Cash Account			Amount	
96885	226 - Traffic Tax	226.11000 (Cash)				\$284.25
	03/06/2014	Open	Accounts Payable	AMIRFAR, NINO		\$50.00
	Paying Fund	Cash Account			Amount	
96886	110 - General Fund	110.11000 (Cash)				\$50.00
	03/06/2014	Open	Accounts Payable	BARCELOS, VICTOR		\$50.00
	Paying Fund	Cash Account			Amount	
96887	110 - General Fund	110.11000 (Cash)				\$50.00
	03/06/2014	Open	Accounts Payable	BOB'S INSTRUMENT CALIBRATION SERVICE		\$189.00
	Paying Fund	Cash Account			Amount	
96888	420 - WATER	420.11000 (Cash)				\$189.00
	03/06/2014	Open	Accounts Payable	CARMEL VALLEY LODGE		\$7,843.71
	Paying Fund	Cash Account			Amount	
	110 - General Fund	110.11000 (Cash)				\$7,843.71

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Payment ID	Date	Account	Payee	Amount
96889	03/06/2014	Open	CERVENKA, NEIL	\$50.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$50.00
96890	03/06/2014	Open	CPRS DISTRICT 5	\$26.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$26.00
96891	03/06/2014	Open	CRAWFORD, STEVE	\$50.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$50.00
96892	03/06/2014	Open	DESAIRE, CELENA	\$75.00
	Paying Fund	Cash Account		
	205 - Sports Facilities	205.11000 (Cash)		\$75.00
96893	03/06/2014	Open	DFM ASSOCIATES	\$53.75
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$53.75
96894	03/06/2014	Open	ELLIS, SCOTT	\$50.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$50.00
96895	03/06/2014	Open	HIS TREE SERVICE INC.	\$660.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$660.00
96896	03/06/2014	Open	HOLEMAN, RUSS	\$50.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$50.00
96897	03/06/2014	Open	INTERNATIONAL TOWN AND GOWN ASSOC	\$400.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$400.00
96898	03/06/2014	Open	JACKSON, GLENA	\$50.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$50.00
96899	03/06/2014	Open	JACKSON, ROBERT	\$50.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$50.00
96900	03/06/2014	Open	KELLER, KATHLEEN	\$50.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$50.00

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96901	03/06/2014	Open	Accounts Payable	MARTIN, ALLISON	Amount
	Paying Fund		Cash Account		\$50.00
	110 - General Fund		110.11000 (Cash)		\$50.00
96902	03/06/2014	Open	Accounts Payable	MARTINEZ, JOSE	\$75.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$63.75
	240 - Small Equipment Replacement		240.11000 (Cash)		\$11.25
96903	03/06/2014	Open	Accounts Payable	MEDRANO, SARA	\$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$50.00
96904	03/06/2014	Open	Accounts Payable	MERCADO, JOEY	\$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$50.00
96905	03/06/2014	Open	Accounts Payable	MORGAN, MIKE	\$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$50.00
96906	03/06/2014	Open	Accounts Payable	NATIONAL NOTARY ASSOCIATION	\$156.00
	Paying Fund		Cash Account		Amount
	255 - CDBG		255.11000 (Cash)		\$156.00
96907	03/06/2014	Open	Accounts Payable	NIELSEN, CARL	\$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$50.00
96908	03/06/2014	Open	Accounts Payable	PACHECO, MIGUEL	\$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$50.00
96909	03/06/2014	Open	Accounts Payable	PEREYDA, JOSE	\$94.00
	Paying Fund		Cash Account		Amount
	205 - Sports Facilities		205.11000 (Cash)		\$94.00
96910	03/06/2014	Open	Accounts Payable	REID, RON	\$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$50.00
96911	03/06/2014	Open	Accounts Payable	SHAW, DAVID	\$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$50.00
96912	03/06/2014	Open	Accounts Payable	SILVA, TONY	\$50.00
	Paying Fund		Cash Account		Amount
	110 - General Fund		110.11000 (Cash)		\$50.00

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Check No.	Date	Payee	Account	Amount
96913	03/06/2014	Open	Accounts Payable	\$50.00
			Cash Account	
			110.11000 (Cash)	\$50.00
96914	03/06/2014	Open	Accounts Payable	\$50.00
			Cash Account	
			110.11000 (Cash)	\$50.00
96915	03/06/2014	Open	Accounts Payable	\$60.00
			Cash Account	
			410.11000 (Cash)	\$60.00
96916	03/06/2014	Open	Accounts Payable	\$50.00
			Cash Account	
			110.11000 (Cash)	\$50.00
96917	03/06/2014	Open	Accounts Payable	\$35.70
			Cash Account	
			255.11000 (Cash)	\$35.70
96918	03/06/2014	Open	Accounts Payable	\$40.20
			Cash Account	
			255.11000 (Cash)	\$40.20
96919	03/06/2014	Open	Accounts Payable	\$50.00
			Cash Account	
			110.11000 (Cash)	\$50.00
Type Check Totals:				
AP - Accounts Payable Totals				\$1,175,931.42

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	122	\$1,175,931.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	122	\$1,175,931.42	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Open	122	\$1,175,931.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	122	\$1,175,931.42	\$0.00

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Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	122	\$1,175,931.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	122	\$1,175,931.42	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	122	\$1,175,931.42	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	122	\$1,175,931.42	\$0.00

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
96920	03/10/2014	Open			Cash Account	CARMEL VALLEY LODGE	\$7,556.62		
	Paying Fund								
	110 - General Fund				110.11000 (Cash)			\$7,556.62	
96921	03/11/2014	Open			Licensing Refund	TURLOCK CERTIFIED FARMERS MARKET	\$50.00		
	Paying Fund								
	110 - General Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$50.00	
96922	03/13/2014	Open			Accounts Payable	ACCOUNTTEMPS INC	\$279.84		
	Paying Fund								
	410 - WATER QUALITY CONTROL (WQC)				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$139.92	
	420 - WATER QUALITY CONTROL (WQC)				420.11000 (Cash)			\$139.92	
96923	03/13/2014	Open			Accounts Payable	AIRGAS NCN	\$70.45		
	Paying Fund								
	110 - General Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$70.45	
96924	03/13/2014	Open			Accounts Payable	ALLIED WEED CONTROL INC	\$5,295.84		
	Paying Fund								
	217 - Streets - Gas Tax				Cash Account			Amount	
	217 - Streets - Gas Tax				217.11000 (Cash)			\$740.89	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$4,554.95	
96925	03/13/2014	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$774.08		
	Paying Fund								
	502 - Engineering				Cash Account			Amount	
	502 - Engineering				502.11000 (Cash)			\$774.08	
96926	03/13/2014	Open			Accounts Payable	APPLIED PEST MANAGEMENT INC	\$220.00		
	Paying Fund								
	410 - WATER QUALITY CONTROL (WQC)				Cash Account			Amount	
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)			\$220.00	
96927	03/13/2014	Open			Accounts Payable	ARMOR FIRE EXTINGUISHER	\$91.82		
	Paying Fund								
	110 - General Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$91.82	
96928	03/13/2014	Open			Accounts Payable	AT&T/SBC	\$66.08		
	Paying Fund								
	110 - General Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$66.08	
96929	03/13/2014	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	\$140.00		
	Paying Fund								
	110 - General Fund				Cash Account			Amount	
	110 - General Fund				110.11000 (Cash)			\$140.00	

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Account Number	Check Date	Check Type	Payee	Cash Account	Amount
96930	03/13/2014	Open	Accounts Payable		\$42,245.95
			BARHAM INC, DBA BC CONSTRUCTION		
				228.11000 (Cash)	\$42,245.95
96931	03/13/2014	Open	Accounts Payable		\$44.83
			BONANDER TRUCKS		
				110.11000 (Cash)	\$44.83
96932	03/13/2014	Open	Accounts Payable		\$6,564.77
			BURTON'S FIRE APPARATUS		
				110.11000 (Cash)	\$6,564.77
96933	03/13/2014	Open	Accounts Payable		\$212.56
			CENTRAL VALLEY CONCRETE		
				217.11000 (Cash)	\$212.56
96934	03/13/2014	Open	Accounts Payable		\$205.00
			CHAMPION INDUSTRIAL		
				110.11000 (Cash)	\$205.00
96935	03/13/2014	Open	Accounts Payable		\$78.36
			CHARTER COMMUNICATIONS		
				110.11000 (Cash)	\$78.36
96936	03/13/2014	Open	Accounts Payable		\$815.78
			CINCINNATI LIFE INS INC		
				104.11000 (Cash)	\$815.78
96937	03/13/2014	Open	Accounts Payable		\$85.33
			CITY OF TURLOCK - CASH		
				110.11000 (Cash)	\$85.33
96938	03/13/2014	Open	Accounts Payable		\$79,140.00
			COMBINED BENEFITS ADMIN C		
				511.11000 (Cash)	\$79,140.00
96939	03/13/2014	Open	Accounts Payable		\$211,718.07
			COMBINED BENEFITS ADMIN=		
				511.11000 (Cash)	\$211,718.07
96940	03/13/2014	Open	Accounts Payable		\$1,599.06
			COSTCO		
				511.11000 (Cash)	\$1,599.06

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Paying Fund	Cash Account	Amount
96941	110 - General Fund 110.11000 (Cash)	\$335.14
	270 - Recreation Grants 270.11000 (Cash)	\$1,263.92
	03/13/2014 Open Accounts Payable COUNTRY FORD TRUCKS INC	\$253.48
96942	Paying Fund Cash Account	Amount
	110 - General Fund 110.11000 (Cash)	\$71.91
	410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash)	\$181.57
	03/13/2014 Open Accounts Payable CURTIS & SONS INC, L N	\$93.74
96943	Paying Fund Cash Account	Amount
	110 - General Fund 110.11000 (Cash)	\$93.74
	03/13/2014 Open Accounts Payable CUSTOM LOCKSMITH & ALARM INC	\$89.69
96944	Paying Fund Cash Account	Amount
	110 - General Fund 110.11000 (Cash)	\$89.69
	03/13/2014 Open Accounts Payable ECONOMIC & PLANNING INC	\$997.50
96945	Paying Fund Cash Account	Amount
	110 - General Fund 110.11000 (Cash)	\$997.50
	03/13/2014 Open Accounts Payable FASTENAL COMPANY INC	\$3.23
96946	Paying Fund Cash Account	Amount
	410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash)	\$3.23
	03/13/2014 Open Accounts Payable FINANCIAL CREDIT NETWORK	\$158.60
96947	Paying Fund Cash Account	Amount
	110 - General Fund 110.11000 (Cash)	\$46.08
	410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash)	\$62.35
	420 - WATER 420.11000 (Cash)	\$50.17
	03/13/2014 Open Accounts Payable FIRST TRANSIT INC	\$43,412.56
96948	Paying Fund Cash Account	Amount
	425 - Transit - Dial A Ride 425.11000 (Cash)	\$13,979.72
	426 - Transit - BLAST 426.11000 (Cash)	\$29,432.84
	03/13/2014 Open Accounts Payable GOLDEN BAY FENCE PLUS IRON WORKS INC	\$9,219.75
96949	Paying Fund Cash Account	Amount
	301 - Capital Improvement 301.11000 (Cash)	\$9,219.75
	03/13/2014 Open Accounts Payable GOMES & SONS INC, JOE M	\$19,458.62
	Paying Fund Cash Account	Amount
	110 - General Fund 110.11000 (Cash)	\$10,952.16
	205 - Sports Facilities 205.11000 (Cash)	\$431.02
	217 - Streets - Gas Tax 217.11000 (Cash)	\$858.44

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246 - Landscape Assessment	246.11000 (Cash)		\$1,655.05
405 - Building	405.11000 (Cash)		\$308.19
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,971.47
420 - WATER	420.11000 (Cash)		\$1,663.37
425 - Transit - Dial A Ride	425.11000 (Cash)		\$864.99
426 - Transit - BLAST	426.11000 (Cash)		\$544.61
502 - Engineering	502.11000 (Cash)		\$209.32
03/13/2014 Open	Accounts Payable	GOMES PROPANE	\$66.46
Paying Fund	Cash Account		Amount
217 - Streets - Gas Tax	217.11000 (Cash)		\$66.46
03/13/2014 Open	Accounts Payable	GROENIGER & CO INC	\$921.27
Paying Fund	Cash Account		Amount
420 - WATER	420.11000 (Cash)		\$921.27
03/13/2014 Open	Accounts Payable	INTERNET SECURITY SYSTEMS INC.	\$4,888.71
Paying Fund	Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$4,888.71
03/13/2014 Open	Accounts Payable	ITRON INC	\$19,969.65
Paying Fund	Cash Account		Amount
420 - WATER	420.11000 (Cash)		\$19,969.65
03/13/2014 Open	Accounts Payable	JUSTUS LAWNMOWER SHOP INC	\$295.81
Paying Fund	Cash Account		Amount
110 - General Fund	110.11000 (Cash)		\$277.66
217 - Streets - Gas Tax	217.11000 (Cash)		\$18.15
03/13/2014 Open	Accounts Payable	KAMPS PROPANE INC	\$36.00
Paying Fund	Cash Account		Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$36.00
03/13/2014 Open	Accounts Payable	KLEINFELDER WEST INC dba KLEINFELDER INC	\$6,402.00
Paying Fund	Cash Account		Amount
415 - Sewer Bond Projects	415.11000 (Cash)		\$6,402.00
03/13/2014 Open	Accounts Payable	KYOCERA DOCUMENT SOLUTIONS AMERICA INC	\$843.58
Paying Fund	Cash Account		Amount
110 - General Fund	110.11000 (Cash)		\$804.85
405 - Building	405.11000 (Cash)		\$19.36
505 - Fleet	505.11000 (Cash)		\$19.37
03/13/2014 Open	Accounts Payable	MISSION LINEN SUPPLY INC	\$3,046.55

Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/13/2014

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$595.80
205 - Sports Facilities	205.11000 (Cash)	\$86.88
217 - Streets - Gas Tax	217.11000 (Cash)	\$78.72
246 - Landscape Assessment	246.11000 (Cash)	\$177.40
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$1,485.81
420 - WATER	420.11000 (Cash)	\$145.50
505 - Fleet	505.11000 (Cash)	\$476.44
03/13/2014 Open	Accounts Payable	
	MO-CAL OFFICE SOLUTIONS INC	\$721.62
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$488.54
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$233.08
03/13/2014 Open	Accounts Payable	
	NEW FLYER INDUSTRIES CANADA ULC	\$185.21
Paying Fund	Cash Account	Amount
426 - Transit - BLAST	426.11000 (Cash)	\$185.21
03/13/2014 Open	Accounts Payable	
	OMNI-MEANS INC	\$41,985.02
Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$41,985.02
03/13/2014 Open	Accounts Payable	
	OVERAA & CO INC, C	\$399,029.69
Paying Fund	Cash Account	Amount
415 - Sewer Bond Projects	415.11000 (Cash)	\$399,029.69
03/13/2014 Open	Accounts Payable	
	P G & E	\$6,532.50
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$6,532.50
03/13/2014 Open	Accounts Payable	
	PACE SUPPLY CORPORATION	\$1,481.03
Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	\$1,481.03
03/13/2014 Open	Accounts Payable	
	PAUL'S PAINT COMPANY	\$267.10
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$267.10
03/13/2014 Open	Accounts Payable	
	PLATT ELECTRIC SUPPLY	\$5,130.31
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$140.45
246 - Landscape Assessment	246.11000 (Cash)	\$976.12
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,013.74
03/13/2014 Open	Accounts Payable	
	PROCLEAN SUPPLY	\$285.68

Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/13/2014

Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$285.68
03/13/2014 Open	Accounts Payable	PROTECH SECURITY/ELEC INC
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$70.00
03/13/2014 Open	Accounts Payable	PROVOST AND PRITCHARD ENGINEERING GROUP
Paying Fund	Cash Account	Amount
420 - WATER	420.11000 (Cash)	\$6,945.50
03/13/2014 Open	Accounts Payable	QUAD KNOPF INC
Paying Fund	Cash Account	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$1,290.57
03/13/2014 Open	Accounts Payable	QUICKSCORES LLC
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$552.00
03/13/2014 Open	Accounts Payable	R.J. THOMAS MANUFACTURING CO., INC.
Paying Fund	Cash Account	Amount
228 - Park Development Tax	228.11000 (Cash)	\$1,484.00
03/13/2014 Open	Accounts Payable	SAFE-T-LITE CO INC
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$142.99
03/13/2014 Open	Accounts Payable	SHARPENING SHOP
Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$218.67
246 - Landscape Assessment	246.11000 (Cash)	\$556.04
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$623.69
03/13/2014 Open	Accounts Payable	SHORE CHEMICAL COMPANY
Paying Fund	Cash Account	Amount
205 - Sports Facilities	205.11000 (Cash)	\$2,204.16
03/13/2014 Open	Accounts Payable	SIERRA CHEMICAL CO
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$9,388.95
03/13/2014 Open	Accounts Payable	SIERRA FOOTHILL LAB INC
Paying Fund	Cash Account	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$275.00
03/13/2014 Open	Accounts Payable	SOUTHWEST SCHOOL &
Paying Fund	Cash Account	Amount

Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/13/2014

Payment ID	Account Name	Account Type	Account ID	Amount
96979	270 - Recreation Grants	Accounts Payable	T I D	\$1,389.85
	03/13/2014 Open			
	Paying Fund	Cash Account		\$17,610.71
	110 - General Fund	110.11000 (Cash)		\$2,135.43
	216 - Streets - Local Transportation	216.11000 (Cash)		\$1,796.27
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$3,408.31
	420 - WATER	420.11000 (Cash)		\$7,990.52
	426 - Transit - BLAST	426.11000 (Cash)		\$300.05
	505 - Fleet	505.11000 (Cash)		\$1,980.13
96980	03/13/2014 Open	Accounts Payable	THE MECHANICS BANK	\$21,001.56
	Paying Fund	Cash Account		
	415 - Sewer Bond Projects	415.11000 (Cash)		\$21,001.56
96981	03/13/2014 Open	Accounts Payable	TOWNSEND PUBLIC AFFAIRS INC	\$5,000.00
	Paying Fund	Cash Account		
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$2,500.00
	420 - WATER	420.11000 (Cash)		\$2,500.00
96982	03/13/2014 Open	Accounts Payable	TURLOCK SCAVENGER CO INC	\$400,000.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$400,000.00
96983	03/13/2014 Open	Accounts Payable	TURLOCK UNIFIED	\$81.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$81.00
96984	03/13/2014 Open	Accounts Payable	UNIVAR USA INC	\$3,982.62
	Paying Fund	Cash Account		
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$3,982.62
96985	03/13/2014 Open	Accounts Payable	VIRTUAL PROJECT MANAGER LLC	\$500.00
	Paying Fund	Cash Account		
	502 - Engineering	502.11000 (Cash)		\$500.00
96986	03/13/2014 Open	Accounts Payable	VISION SERVICE PLAN CA	\$4,137.41
	Paying Fund	Cash Account		
	511 - Health Care	511.11000 (Cash)		\$4,137.41
96987	03/13/2014 Open	Accounts Payable	AVENA BELLE I IP	\$2,010.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$2,010.00
96988	03/13/2014 Open	Accounts Payable	AVILA, EVELYN	\$460.00
	Paying Fund	Cash Account		
	110 - General Fund	110.11000 (Cash)		\$460.00

Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/13/2014

Payment ID	Date	Account	Payee	Account Type	Amount
96989	03/13/2014	110 - General Fund	BREWER, JAMES	Accounts Payable	\$114.00
96990	03/13/2014	110 - General Fund	CHINCHILLA, EDDIE	Accounts Payable	\$18.00
96991	03/13/2014	203 - Animal Fee Forfeiture	GUENTHER, NICOLE	Accounts Payable	\$18.00
96992	03/13/2014	203 - Animal Fee Forfeiture	LUNSFORD, GARY	Accounts Payable	\$206.65
96993	03/13/2014	265 - Fire Department Grants	MALLORY, DAVID	Accounts Payable	\$2,454.62
96994	03/13/2014	110 - General Fund	MERAZ, ED	Accounts Payable	\$750.00
96995	03/13/2014	110 - General Fund	NICHOLAS, ANNA	Accounts Payable	\$152.00
96996	03/13/2014	110 - General Fund	SILVA, NADINE	Accounts Payable	\$152.00
96997	03/13/2014	110 - General Fund	SLAMON, SEAN	Accounts Payable	\$1,040.00
96998	03/13/2014	265 - Fire Department Grants	TOSTA, JASON	Accounts Payable	\$1,040.00
96999	03/13/2014	110 - General Fund	TURLOCK HIGH BAND BOOSTERS	Accounts Payable	\$477.30
97000	03/13/2014	110 - General Fund	WATLING, DENICE	Accounts Payable	\$36.00
97001	03/13/2014	203 - Animal Fee Forfeiture	WHITE, BRIAN	Accounts Payable	\$15.61

Payment Register

From Payment Date: 3/7/2014 - To Payment Date: 3/13/2014

Paying Fund	Cash Account	Amount
110 - General Fund	110.11000 (Cash)	\$15.61
Type Check Totals:	82 Transactions	\$1,408,502.70
AP - Accounts Payable Totals		

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$1,408,502.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$1,408,502.70	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$1,408,502.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$1,408,502.70	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$1,408,502.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$1,408,502.70	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	82	\$1,408,502.70	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	82	\$1,408,502.70	\$0.00

MARCH 25, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California
AND
Via teleconference
Hampton Inn Fall River/Westport
53 Old Bedford Road, Westport, MA 02790

DRAFT

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

B. SALUTE TO THE FLAG

- 2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:** None

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

B. STAFF UPDATES

- 1. Police Chief Robert Jackson presented the 2013 Police Department Annual Report. His presentation highlighted the new Public Safety Facility, effects of prison realignment and staffing reductions, calls for service information, various programs including Volunteers, National Night Out, Blue Santa Program, and Citizens Academy, and specific Division/Unit information.
- 2. City Manager Roy Wasden updated the Council on the district election process, including providing information about the four community workshops held to date and a video presentation by Consultant Doug Johnson on the election process that is available on the City's website.

C. PUBLIC PARTICIPATION

Marsha Carroll presented a letter to the City Council requesting it be included as part of the public record and spoke regarding the alleged failure by Council to act fairly in regard to time limitations for public participation, the termination of her public participation at the February 25, 2014 Council meeting, and requested her issues be sponsored and investigated by an outside agency.

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

5. CONSENT CALENDAR:

Action: Motion by Councilmember Nascimento, seconded by Councilmember White, 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. 2014-049** 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 No. 2014-050** 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 No. 2014-051** 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. Municipal Services Director Michael Cooke presented the staff report on the 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.

Council and staff discussion included methods utilized to inform the public of the proposed rate increase, public response to notification, effects of rate increase on water usage, and tiered water rate structures.

Tom Pavletic of Municipal Financial Services and author of the study report presented information about how the proposed structure was chosen. He noted the current rate structure encourages higher water use, that a tiered rate was not considered because no effective water rate patterns have been established as of yet due to the fact that meters have only been in place since 2011, and that after Council is able to determine revenue streams, they may examine the rate structure, revisit the matter, and change the structure if appropriate.

Mayor Lazar opened the public hearing.

Mike Theis spoke against the proposed water rate increase for reasons including that wages have not increased in proportion to recent increases passed by Council and the hardship those increases present.

Manuel Drumonde spoke against the proposed water rate increase for reasons including hardships presented by various increases imposed by the City, insurance companies, etc., hardships to home owners, business owners, and the elderly due to rate increases. Mr. Drumonde was in favor of keeping a good water system, trying to conserve, and looking at changes in the way the City operates.

Ed Friedberg spoke regarding water issues including concerns that the cost for water is being born only by the citizens, the shortage of groundwater, water being used for agricultural purposes free of charge, and his need to know that the City is being proactive and lobbying the County on the citizens' behalf regarding well permits and restrictions on pumping groundwater. Mr. Friedberg also spoke regarding possible incentives for converting to low water greenscape.

Milton Trieweiler spoke regarding global climate change, the drought, being in favor of the capacity charge per meter per month rates and a tiered rate structure, but against the commodity rate schedule that does not go far enough to encourage water savings.

Andrew Hawthorne spoke against the proposed water rate increase for reasons including that the City should request money from the state and because of financial hardships created for homeowners.

Isidor Camarillo spoke regarding groundwater concerns including contamination issues, aquifer levels due to agricultural use, the drought, and his feeling that this issue is a County issue, not just a Turlock issue.

Pamela Sweeten spoke regarding agriculture water usage and commented that agriculture producers are good stewards of the land and provide food and jobs.

J.D. Fliflet spoke against the proposed water rate increase for reasons including the discrepancy of proposed increases between small and large property owners and the need to make it fair for all users.

Roger Schmidt spoke against the proposed water rate increase for reasons including the increase not being about conservation, but about revenue, and his opposition to building a water treatment plant for drinking water. He also spoke about the idea of using treated water for lawns and shrubbery.

Jose Gonzalez spoke against the proposed water rate increase for reasons including the hardships it poses and it being a countywide issue. Mr. Gonzalez questioned how much water is used to treat sewer from outside of Turlock and the possibility of implementing two water lines to each residence to include one for drinking water and one for landscaping purposes.

Sarah Hoek spoke against the proposed water rate increase for reasons including the need for water conservation, lack of notice for public hearings, lack of City conservation efforts, and the hardships associated with increased fees.

Gregory Hoek spoke against the proposed water rate increase for reasons including the need to look to the future to provide an end game solution to water problems and his concerns over a lack of well water.

Duane Alameda spoke against the proposed water rate increase for reasons including that people were misled regarding the reason for the installation of water meters in 2011, a lack of planning dating back 20 years, the protest procedure, and the need for Council to take additional time to look at the issue.

Greg Oliveira spoke against the proposed water rate increase for reasons including that the installation of water meters in 2011 was for trending and revenue purposes and lack of conservation by the City regarding sprinkler use.

Mayor Lazar closed the public hearing.

Municipal Services Director Michael Cooke presented additional information about escalating water costs and outstanding bond debt, past planning efforts for a surface water treatment plant, and the installation of water meters being a state requirement. Mr. Cooke also explained how City water is recaptured in parks and refiltered for use in parks, as well as provided to Turlock Irrigation District for cooling at the Walnut Energy Center.

Mayor Lazar reopened the public hearing to request submittal of any additional protest ballots.

Mayor Lazar adjourned the City Council meeting at 7:24 p.m.

Mayor Lazar reconvened the City Council meeting at 7:30 p.m.

Mayor Lazar closed public hearing.

City Clerk Kellie Weaver certified that 605 protest ballots were received.

Council discussion included conservation efforts, concerns over rate increases for people on fixed or limited incomes, concerns over the protest process, public notification, and transparency, and the need to address current infrastructure while honoring conservation attempts, make improvements to infrastructure in order to ensure quality water is available for residents, and make long term investments in the water system.

Action: Motion by Councilmember White, seconded by Councilmember Nascimento, Accepting the results of the Proposition 218 process for the consideration of increasing the monthly water fees and charges effective July 1, 2014. Motion carried 3/2 by the following vote:

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

Motion by Councilmember White, seconded by Councilmember Nascimento, introducing an 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 and setting the final reading for April 8, 2014. Motion carried 3/2 by the following vote:

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

Mayor Lazar reopened Public Participation.

Carrie Dompe spoke regarding a public nuisance being created in her neighborhood which includes noise, lewdness, littering, vandalism, and harassment at Garden Lane and Garden Court, which she believes is related to a lack of parking at the apartment complex at 920 Pedras. She also noted her appreciation for police response and requested consideration when her petition for a neighborhood parking zone comes before Council.

Mayor Lazar closed Public Participation.

8. SCHEDULED MATTERS:

- A. Parks, Recreation and Community Facilities Manager Allison Van Guilder presented the staff report on the request to approve combining 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.

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

Action: **Resolution No. 2014-052** 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 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

- B. Police Chief Robert Jackson presented the staff report on the request to approve a new Public Safety Business Analyst job description within the Turlock Police Department and authorize 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.

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

Action: **Resolution No. 2014-053** 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 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 Bublak requested consideration of establishing a subcommittee involving stakeholders and those who will be hurt by the water rate increase.

Councilmember White, also a StanCOG Board Member, requested consideration for moving forward with placing a citywide tax measure on the November 2014 ballot as a result of StanCOG voting down placing a countywide tax measure on the November ballot. Councilmember White indicated he observed a strong Turlock area response for a fix it first for pothole repair priority in county efforts.

10. COUNCIL COMMENTS:

Councilmember White commented on the Proclamation presented to Turlock Gospel Mission recognizing their efforts in the community and reminded everyone that the \$500 challenge is still alive and well in the hope of raising necessary funding for Phase II.

Mayor Lazar congratulated Councilmember Bublak as being named Chairperson of the Local Agency Formation Commission (LAFCO) for Stanislaus County.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Motion by Councilmember DeHart, seconded by Councilmember Bublak, to adjourn at 8:13 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

Kellie E. Weaver
City Clerk



Council Synopsis

5C

April 8, 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. 4 (Final) in the amount of \$1,000 (Fund 420) for City Project No. 10-24, "Well No. 40 Sitework," bringing the contract total to \$238,335.01

2. DISCUSSION OF ISSUE:

On February 28, 2012 Council awarded a contract in the amount of \$192,666.35 to Peterson Excavation of Tuolumne, California for City Project No. 10-24, "Well No. 40 Sitework."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$192,666.35	2/28/12
Change Order No. 1	\$18,200.00	8/28/12
Change Order No. 2	\$11,620.00	7/9/13
Change Order No. 3	\$14,848.66	3/11/14
Change Order No. 4	\$1,000.00	4/8/14
Adjusted Contract Total	\$238,335.01	

Change Order No. 4(Final) consists of an adjustment to the previously approved Contract Change Order No.3. Staff made a clerical error in the preparation of Contract Change Order No. 3 which resulted in not paying for the true cost of item number 3, "Additional Trenching and Earthwork to accommodate Charter." This Contract Change Order will increase the contract by \$1,000 and will pay the contractor in full for the completed project.

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 contract total adjustment is needed to correctly pay the contractor for the work performed.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b-ii Address growth related issues – Water

4. FISCAL IMPACT / BUDGET AMENDMENT:

Sufficient funds are appropriated in account number 420-52-551.51270, "Well No. 40" for this Contract Change Order in the amount of \$1,000, bringing the contract total to \$238,335.01.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This Action by Council does not modify the CEQA finding that Council made on February 28, 2012 and therefore no determination is needed.

7. ALTERNATIVES:

- A). Not approve Contract Change Order No. 4 (Final). This option is not recommended by staff as the contractor has already performed the work and staff made a clerical error in the preparation of the previous Contract Change Order.



CONTRACT CHANGE ORDER

Date issued: 8-Apr-14 **Change Order No.:** 4 (FINAL)
Project Name: WELL #40 SITEWORK

Peterson Excavation **Project No.:** 10-24
 P.O. Box 303 **Contract For:** \$192,666.35
 Tuolumne, CA 95379 **Contract Award Date:** 28-Feb-12

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 To Date	--	--	--	\$237,335.01
2. Adjusted Contract Total to Date	--	--	--	\$237,335.01
Subtotal of Difference				\$0.00
1. Adjustment to CCO #3, Item 3 "additional trenching and earthwork"	LS	1	\$1,000.00	\$1,000.00
Total this CCO=				\$1,000.00

The original contract sum =	\$192,666.35
Net change by previous change orders =	\$44,668.66
The contract sum will be (increased) by this Change Order =	\$1,000.00
The new contract sum including this change order will be =	\$238,335.01
The contract time will be changed by (0) working days. The scheduled completion date is unchanged.	

Accepted: _____ **Date:** _____
 Contractor

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

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



Council Synopsis

April 8, 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 \$40,183.90 (Fund 410 and 420) for City Project No. 10-53, "Water and Sewerline Replacement in the Alleys," bringing the contract total to \$1,226,678.90

Motion: Accepting improvements for City Project No. 10-53, "Water and Sewerline Replacement in the Alleys," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On August 14, 2012 Council approved the authorization to let Bids for project 10-53, "Water and Sewerline Replacement in the Alleys." Resolution 2009-247 requires all projects estimated over one million dollars to be brought before Council for authorization to let Bids

On December 11, 2012 Council awarded a contract in the amount of \$1,186,495 to Mid Cal Pipeline & Utilities of Merced, California for City Project No. 10-53, "Water and Sewerline Replacement in the Alleys."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$1,186,495	12/11/12
Change Order No. 1	\$40,183.90	4/8/14
Adjusted Contract Total	\$1,226,678.90	

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

Quantity Adjustment

The quantities were adjusted to account for the quantities actually used in the field. The City eliminated the pavement reinforcing fabric which resulted in a large savings but was offset by the cost of additional hot mix asphalt.

Increase Size of Water Services

The bid prices were based on installing 1" water services however, some of the services were actually larger (1.5" and 2"). The price increase is to account for all of the materials that were increased including pipe size, corporation stop, valves and fittings.

Installation of New Water Services

The contractor was directed to install new water services to locations that the current water service didn't meet the Standards. In order to avoid digging up the newly paved alley or street the Contractor installed these services as part of this contract.

Replacement of Existing Utility Boxes and Lids

The contractor was able to reuse a majority of the existing water boxes and lids however some of the existing boxes and lids were unsalvageable or were unable to be reused. The contractor provided new boxes and lids as needed throughout the project.

Muni Staff Charges

Municipal Services Staff was called out numerous times to assist with the project. The contractor damaged the existing line and appurtenances a total of three times. City staff was on site to shut off the water to the affected areas. Along with the times that Staff was on site to repair the water line, the contractor failed bacteria testing as required for installation of water main and appurtenances. Staff had to resample and retest the water line a total of 8 times.

Additional Earthwork and AB Placement for Alley Paving

On November 12, 2013, Council authorized agreements with property owners within the project area to have their alley paved that was previously unpaved. Part of those agreements was the future contract change order to have the City pay for the additional work needed to make those alley segments ready to pave. This part of Contract Change Order No.1 is fulfillment of the agreement that went to Council on 12/11/13. Staff directed the contractor to proceed with the additional earthwork, grading, AB placement and paving work. Staff is currently in the process of getting all of the agreements with the property owners executed which will reimburse the City for the cost of the asphalt.

All changes were needed to complete the work in accordance with the project plans, City Standards and/or industry standards.

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)
- iii. Water
 - iii. Wastewater

4. FISCAL IMPACT / BUDGET AMENDMENT:

The funding is split 57% water and 43% sewer. Sufficient funds are appropriated in account numbers 420-52-551.51129 "C-900 Alley Between Berkeley & E. Main to Yosemite" and 410-51-534.51122 "Sewer Line Alleys from Canal to Berkeley Between E. Main & Yosemite" for this Contract Change Order in the amount of \$40,183.90, bringing the contract total to \$1,226,678.90.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This Action by Council does not modify the CEQA finding that Council made on December 11, 2012 and therefore no determination is needed.

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: 8-Apr-14 Change Order No.: 1 (FINAL)
 Project Name: Sewer and Waterline Replacement in Alley's

Mid Cal Pipeline & Utilities, Inc. Project No.: 10-53
 P.O. Box 2406 Contract For: \$1,186,495.00
 Merced, CA 95344 Contract Award Date: December 11, 2012

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)	--	--	--	\$1,181,883.25
Contractor's Bid Amount for Bid Items	--	--	--	\$1,186,495.00
Subtotal of Difference				(\$4,611.75)
1. Increase water service to 1.5"	EA	16	\$450.00	\$7,200.00
2. Increase water service to 2"	EA	2	\$650.00	\$1,300.00
3. New water service on Tahoe	LS	1	\$4,000.00	\$4,000.00
4. New water service on Shasta	LS	1	\$3,000.00	\$3,000.00
5. Additional B-16 Boxes	EA	15	\$35.56	\$533.40
6. Additional B-16 Lids	EA	2	\$26.00	\$52.00
7. Additional B-36 Boxes	EA	17	\$52.92	\$899.64
8. Muni Charges	LS	1	\$11,652.39	(\$11,652.39)
9. Additional Earthwork and AB Placement for Alley Paving	LS	1	\$39,463.00	\$39,463.00
Total this CCO=				\$40,183.90

The original contract sum =	\$1,186,495.00
Net change by previous change orders =	\$0.00
The contract amount will be increased by the amount of=	\$40,183.90
The new contract sum including this change order will be =	\$1,226,678.90
The contract time will be changed by 75 working days. The scheduled completion date has been adjusted.	

Accepted: _____
 Contractor

Date: _____

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

Date: _____

Approved: _____
 Roy W. Wasden, City Manager

Date: _____

CITY OF TURLOCK

FINAL QUANTITIES

Sewer and Waterline Replacement in Alley's

Project No. 10-53

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	LS	\$40,000.00	1.00	\$40,000.00	1.00	\$40,000.00	\$0.00
2	Temporary Traffic Control	LS	\$3,000.00	1.00	\$3,000.00	1.00	\$3,000.00	\$0.00
3	Construction Project Sign	EA	\$900.00	4.00	\$3,600.00	4.00	\$3,600.00	\$0.00
4	Remove Existing Improvements	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
5	Remove and Salvage Improvements	LS	\$8,000.00	1.00	\$8,000.00	1.00	\$8,000.00	\$0.00
6	Water Main Pipe (6" Class 200)	LF	\$40.00	3843.00	\$153,720.00	3,843.00	\$153,720.00	\$0.00
7	Water Main Pipe (8" Class 200)	LF	\$45.00	1934.00	\$87,030.00	1,934.00	\$87,030.00	\$0.00
8	Water Valve (6" Gate)	EA	\$1,300.00	19.00	\$24,700.00	19.00	\$24,700.00	\$0.00
9	Water Valve (8" Gate)	EA	\$1,500.00	12.00	\$18,000.00	12.00	\$18,000.00	\$0.00
10	Water Fitting (6" 45 Degree Bend)	EA	\$400.00	28.00	\$11,200.00	28.00	\$11,200.00	\$0.00
11	Water Fitting (6" x 8" Cross)	EA	\$500.00	5.00	\$2,500.00	5.00	\$2,500.00	\$0.00
12	Water Fitting (8" 45 Degree Bend)	EA	\$600.00	30.00	\$18,000.00	30.00	\$18,000.00	\$0.00
13	Miscellaneous Water Fittings	LS	\$6,000.00	1.00	\$6,000.00	1.00	\$6,000.00	\$0.00
14	Water Service Lines	EA	\$1,200.00	91.00	\$109,200.00	91.00	\$109,200.00	\$0.00
15	Thrust Blocks	LS	\$3,500.00	1.00	\$3,500.00	1.00	\$3,500.00	\$0.00
16	Connection to Existing Main	LS	\$24,000.00	1.00	\$24,000.00	1.00	\$24,000.00	\$0.00
17	Fire Hydrant	EA	\$3,000.00	6.00	\$18,000.00	6.00	\$18,000.00	\$0.00
18	Sanitary Sewer Pipe (8")	LF	\$50.00	3235.00	\$161,750.00	3,235.00	\$161,750.00	\$0.00
19	Sanitary Sewer Pipe (8" Ductile Iron)	LF	\$65.00	570.00	\$37,050.00	570.00	\$37,050.00	\$0.00
20	Sanitary Sewer Pipe (6")	LF	\$45.00	125.00	\$5,625.00	125.00	\$5,625.00	\$0.00
21	Manhole	EA	\$1,300.00	12.00	\$15,600.00	12.00	\$15,600.00	\$0.00
22	Eccentric Cone on Existing Manhole	EA	\$1,000.00	0.00	\$0.00	1.00	\$1,000.00	(\$1,000.00)
23	Sewer Service Laterals	EA	\$700.00	105.00	\$73,500.00	105.00	\$73,500.00	\$0.00
24	Connection to Existing Manhole	EA	\$400.00	3.00	\$1,200.00	3.00	\$1,200.00	\$0.00
25	Earthwork	LS	\$30,000.00	1.00	\$30,000.00	1.00	\$30,000.00	\$0.00
26	Hot Mix Asphalt	TN	\$150.00	1555.78	\$233,367.00	1,500.00	\$225,000.00	\$8,367.00
27	Pavement Reinforcing Fabric	SY	\$8.00	0.00	\$0.00	1,502.00	\$12,016.00	(\$12,016.00)
28	Adjust Frames and Covers to Grade	EA	\$200.00	63.00	\$12,600.00	63.00	\$12,600.00	\$0.00
29	Minor Concrete (Curb and Gutter)	LF	\$35.00	47.00	\$1,645.00	357.00	\$12,495.00	(\$10,850.00)
30	Minor Concrete (Driveway)	SF	\$9.50	3318.50	\$31,525.75	1,872.00	\$17,784.00	\$13,741.75
31	Minor Concrete (Sidewalk)	SF	\$8.25	554.00	\$4,570.50	900.00	\$7,425.00	(\$2,854.50)

32	Thermoplastic Traffic Striping and Markers	LS	\$9,000.00	1.00	\$9,000.00	1.00	\$9,000.00	\$0.00
33	SWPPP	LS	\$4,000.00	1.00	\$4,000.00	1.00	\$4,000.00	\$0.00
SUB-TOTAL CONTRACT ITEMS =					\$1,181,883.25		\$1,186,495.00	(\$4,611.75)
C.O. #	CHANGE ORDERS							
	CONTRACT CHANGE ORDER NO. 1							
1	Increase waer service to 1.5"	EA	\$450.00	16	\$7,200.00	0	\$0.00	\$7,200.00
2	Increase waer service to 2"	EA	\$650.00	2	\$1,300.00	0	\$0.00	\$1,300.00
3	New waer service on Tahoe	LS	\$4,000.00	1	\$4,000.00	0	\$0.00	\$4,000.00
4	New waer service on Shasta	LS	\$3,000.00	1	\$3,000.00	0	\$0.00	\$3,000.00
5	Additional B-16 Boxes	EA	\$35.56	15	\$533.40	0	\$0.00	\$533.40
6	Additional B-16 Lids	EA	\$26.00	2	\$52.00	0	\$0.00	\$52.00
7	Additional B-36 Boxes	EA	\$52.92	17	\$899.64	0	\$0.00	\$899.64
8	Muni Charges	LS	\$11,652.39	1	(\$11,652.39)	0	\$0.00	(\$11,652.39)
9	Additional Earthwork and AB for Alley Paving	LS	\$39,463.00	1	\$39,463.00	0	\$0.00	\$39,463.00
SUB-TOTAL CHANGE ORDER ITEMS =					\$44,795.65		\$0.00	\$44,795.65
TOTAL PROJECT =					\$1,226,678.90		\$1,186,495.00	\$40,183.90

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. 10-53
WATER AND SEWERLINE REPLACEMENT IN THE ALLEY'S**

Notice is hereby given that work on the above-referenced project located in the City right-of-way, in the alley's encompassed by Canal Drive, East Main Street, South Berkeley Avenue and Yosemite Street in the City of Turlock, was completed by the undersigned agency on April 8, 2014. The contractor of work was Mid-Cal Pipeline & Utilities, Inc., PO Box 2406, Merced, California, 95344, 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 April 9, 2014 at Turlock, California, Stanislaus County



Council Synopsis

5E

April 08, 2014

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the decreased amount of (\$191.41) (Fund 305) for North Olive Avenue, for City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut," bringing the contract total to \$21,359.59

Motion: Accepting improvements for City Project No. 13-43, "Demolition of Buildings on N. Olive and S. Walnut," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On January 14, 2014, staff awarded a contract in the amount of \$21,551.00 to Lea's Demolition & Excavation of Denair, California for "Demolition of Buildings on N. Olive and S. Walnut".

Change Order History	Amount	City Council Meeting
Original Contract	\$21,551.00	January 14, 2014
Change Order No. 1	(\$191.41)	April 08, 2014
Adjusted Contract Total	\$21,359.59	April 08, 2014

On February 28, 2014 Lea's Demolition and Excavation damaged the water line service during the demolition of the buildings at the 1129 North Olive Avenue site. City crews were notified and repaired the damage. The cost for repairing the water line service is reflected in the Contract Change Order.

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

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):** b. Address growth related issues (current and future)
- i. Impact on current transportation system
 - ii. Storm water management

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 305-40-440.51270 for N. Olive Avenue, "Capital Facility Fees" and 411-51-536.51270 for S. Walnut Road, "Storm Drainage Construction" and are available for contingencies such as this Contract Change Order No. 1 (Final). The original contract amount of \$21,551.00 will be decreased in the amount of (\$191.41), bringing the total contract to \$21,359.59.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

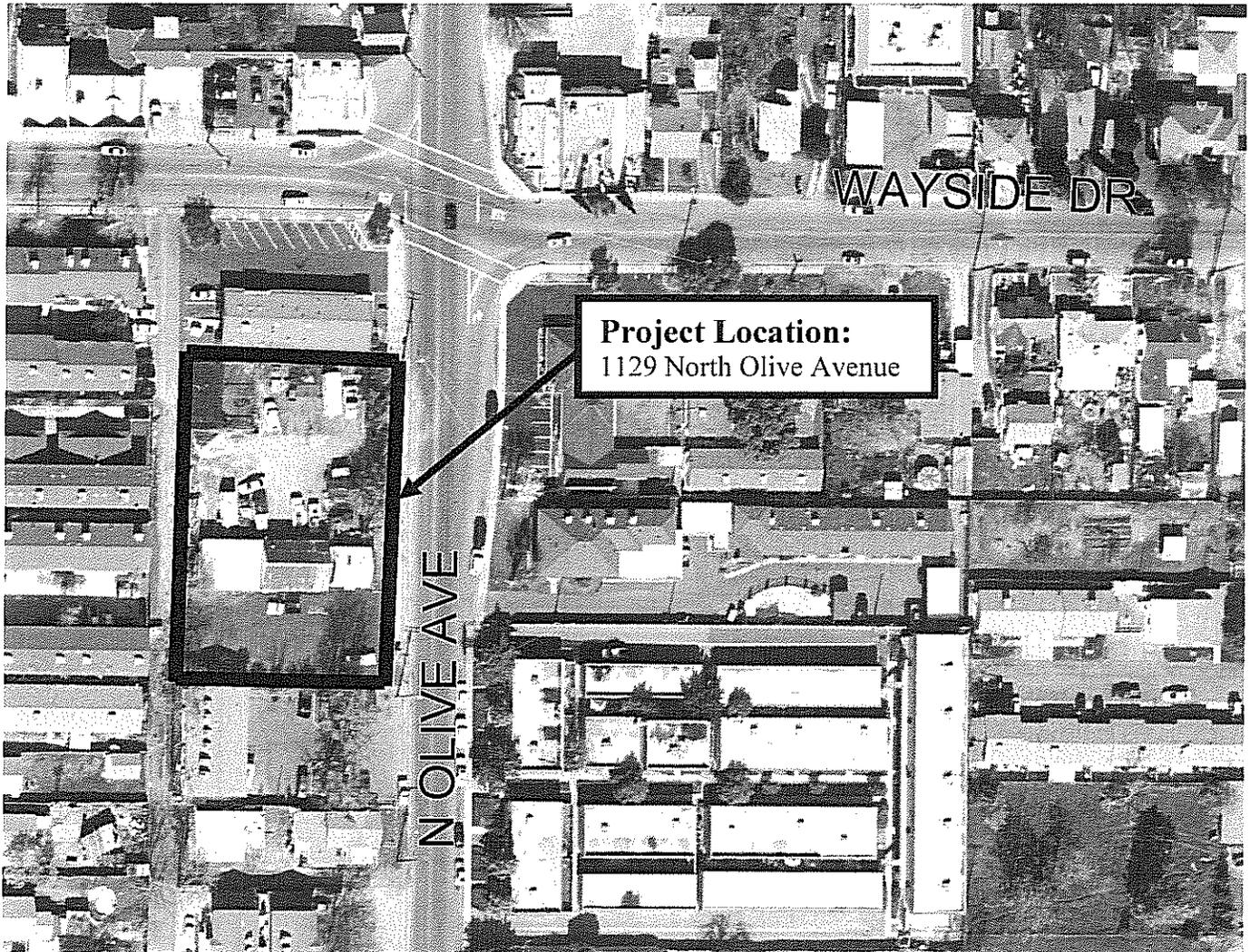
6. ENVIRONMENTAL DETERMINATION:

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

7. ALTERNATIVES:

- A). Not approve Change Order No. 1 (Final). This option is not recommended by City Staff because the change is needed to reimburse City Crews for the work they performed.
- B). Not authorize the City Engineer to file the Notice of Completion. Staff does not recommend this alternative because a Notice of Completion is required to be filed in order to close out a public project.

City Project No. 13-43
"Demolition of Buildings on N. Olive and S. Walnut"



City Project No. 13-43
"Demolition of Buildings on N. Olive and S. Walnut"



CITY OF TURLOCK

FINAL QUANTITIES

Demolition of Buildings on N. Olive and S. Walnut Project No. 13-43

Item No.	Item Description	Unit of Measure	Contractor's Unit Price	Final Actual Quantities	Final Actual Amount	Bid Quantities	Bid Amount	Total Difference
1	Permit fees	AL	\$0.00	0	\$0.00	0	\$0.00	\$0.00
2	Asbestos removal and disposal 1129 Olive	LS	\$6,991.00	1	\$6,991.00	1	\$6,991.00	\$0.00
3	Asbestos removal and disposal 1801 Walnut	LS	\$3,640.00	1	\$3,640.00	1	\$3,640.00	\$0.00
4	Demolition and disposal of structure, improvements, and fences 1129 Olive	LS	\$4,535.00	1	\$4,535.00	1	\$4,535.00	\$0.00
5	Demolition and disposal of structure, improvements, and fences 1801 Walnut	LS	\$6,385.00	1	\$6,385.00	1	\$6,385.00	\$0.00
6	Miscellaneous waste removal and disposal	LS	\$0.00	0	\$0.00	1	\$0.00	\$0.00
7	Clearing and grubbing	LS	\$0.00	0	\$0.00	1	\$0.00	\$0.00
8	Earthwork	LS	\$0.00	0	\$0.00	1	\$0.00	\$0.00
	SUB-TOTAL CONTRACT ITEMS =				\$21,551.00		\$21,551.00	\$0.00
	CHANGE ORDERS							
C.O.# 1	Damaged water line during demolition fee	LS	\$0.00	1	(\$191.41)	0	\$0.00	(\$191.41)
	SUB-TOTAL CHANGE ORDER ITEMS =				(\$191.41)		\$0.00	(\$191.41)
	TOTAL PROJECT =				\$21,359.59		\$21,551.00	(\$191.41)

**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. 13-43
DEMOLITION OF BUILDINGS ON N. OLIVE AND S. WALNUT**

Notice is hereby given that work on the above-referenced project located on City property at 1129 North Olive Avenue and 1801 South Walnut Road, in the City of Turlock, was completed by the undersigned agency on April 8, 2014. The contractor of work was Lea's Demolition & Excavation, PO Box 6, Denair, California, 95316, 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 April 9, 2014 at Turlock, California, Stanislaus County



Council Synopsis

5F

April 8, 2014

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Directing the City Manager or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2014-15

2. DISCUSSION OF ISSUE:

Each year the City works on dozens of capital improvement projects, many of which are funded by federal or state grant funds. One of the requirements for the use of these funds is that the local legislative body must approve specific documents, assurances, and statements related to each individual project, unless signature authority is delegated to one or more city officials.

This delegated signature authority allows for the expedited processing of documents at multiple phases in the project life cycle. In recent years this delegated authority has assisted Staff in meeting project deadlines, some of which are imposed last minute with only a few days to respond. Without delegated signature authority these deadlines would not have been met and in some cases the project funding would have been jeopardized. Staff is recommending that Council authorize the City Manager or Director of Development Services / City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2014-2015.

3. BASIS FOR RECOMMENDATION:

A. FHWA, FTA, and the State of California require an authorizing resolution by the local legislative body to delegate signature authority to one or more city officials.

- B. Resolution approval will expedite the processing of paperwork to obtain and retain federal and state funding for capital improvement projects.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Not approve the resolution and require a resolution be prepared for each federal or state-funded project. Staff does not recommend this alternative due to the fact that this action would delay the process of obtaining federal or state funding and could jeopardize funding allocation for some capital improvement projects.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF DIRECTING THE CITY }
MANAGER OR DIRECTOR OF }
DEVELOPMENT SERVICES/CITY }
ENGINEER TO SIGN ALL DOCUMENTS, }
ASSURANCES, AND STATEMENTS IN }
REGARD TO ANY AND ALL FEDERAL }
HIGHWAY ADMINISTRATION (FHWA), }
FEDERAL TRANSIT ADMINISTRATION }
(FTA), OR STATE-FUNDED PROJECTS }
FOR FEDERAL FISCAL YEAR 2014-15 }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City of Turlock has a desire and commitment to apply for and receive federal and state funding to construct various city improvement projects throughout the year; and

WHEREAS, certain documents, assurances, and statements, to include right-of-way documents, are required to be approved by the local legislative body, unless approval authority is delegated to one or more city officials through an authorizing resolution; and

WHEREAS, the delegation of this signature authority will allow for the expedited processing of such documents, especially when restrictive federal or state project deadlines are imposed, allowing the City of Turlock to be better positioned to obtain or retain federal and state project funds.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager or Director of Development Services/City Engineer to sign all documents, assurances, and statements in regard to any and all Federal Highway Administration (FHWA), Federal Transit Administration (FTA), or state-funded projects for Federal Fiscal Year 2014-15.

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:

ATTEST:

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



Council Synopsis

59

April 8, 2014

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the federal funding under FTA Section 5339 with the California Department of Transportation

2. DISCUSSION OF ISSUE:

Federal funding for capital improvements related to the City's transit system, such as the purchase of new buses or the building of new transit facilities, exists in the Federal Transit Administration's (FTA) Section 5339 program. The City is seeking to request funds under this program. One of the initial steps in the process is an FTA requirement for the local agency to pass a resolution with specific wording that delegates authority for signing the various documents required throughout the process.

This delegated signature authority allows for the expedited processing of documents at multiple phases in the project life cycle. In recent years this delegated authority has assisted Staff in meeting project deadlines, some of which are imposed last minute with only a few days to respond. Without delegated signature authority these deadlines would not have been met and in some cases the project funding would have been jeopardized. Staff is recommending that Council authorize the City Manager or Director of Development Services / City Engineer to file and execute applications on behalf of the City of Turlock with the Department to aid in the financing of capital assistance projects pursuant to Section 5339 of the Federal Transit Act (FTA Circular 9300.1B); as amended.

3. BASIS FOR RECOMMENDATION:

- A. The FTA and the State of California require an authorizing resolution by the local legislative body to delegate signature authority to one or more city officials.

- B. Resolution approval will expedite the processing of paperwork to obtain and retain federal funding under the FTA Section 5339 program.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve the proposed resolution and require a separate resolution for each phase of a project utilizing FTA Section 5339 funding. Staff does not recommend this alternative due to the fact that this action would delay the process of obtaining federal funding.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
FEDERAL FUNDING UNDER FTA SECTION }
5339 WITH THE CALIFORNIA DEPARTMENT }
OF TRANSPORTATION }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the Federal Transportation Administration requires local agencies to adopt a resolution with specific wording for the use of funds under FTA Section 5339; and

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital projects for public transportation systems under Section 5339 of the Federal Transit Act (FTA Circular 9300.1B); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5339 grants for transportation projects for bus and bus facilities; and

WHEREAS, the City of Turlock desires to apply for said financial assistance to permit purchase of capital equipment/vehicle overhaul/rehabilitation in the Turlock urbanized area; and

WHEREAS, the City of Turlock has, to the maximum extent feasible, sought to utilize federal and state assistance, and coordinated with other transportation providers and users in the region (including social service agencies).

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Turlock does hereby authorize the City Manager or Director of Development Services/City Engineer to file and execute applications on behalf of the City of Turlock with the Department to aid in the financing of capital assistance projects pursuant to Section 5339 of the Federal Transit Act (FTA Circular 9300.1B); as amended; and

BE IT FURTHER RESOLVED that the City Manager or Director of Development Services/City Engineer is authorized to:

- 1) Execute and file all certification of assurances, contracts or agreements, or any other document required by the Department
- 2) Provide additional information as the Department may require in connection with the application for the Section 5339 project(s)
- 3) Submit and approve request for reimbursement of funds from the Department for the Section 5339 project(s)

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:

ATTEST:

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



Council Synopsis

5H
April 8, 2014

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

Prepared by: Maria Ramos, Housing Program Services Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving the rehabilitation forgivable loan #3587-VS, in the amount of \$25,000, where the City of Turlock will be in third position, as prescribed by the adopted Rehabilitation Loan Policies and Procedures

2. DISCUSSION OF ISSUE:

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

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

The applicant is seeking assistance with home repairs in order to meet basic housing quality standards. To determine eligibility staff will review balances on all existing liens, credit worthiness and loan to value ratios. In reviewing this loan, staff has determined that the applicant has met the income and credit criteria. Combined loan to value for this loan will be 88%.

The loan break down for applicant #3587-VS is outlined in more detail in Attachment A and is summarized as follows:

<u>After rehabilitation value of the house</u>	<u>\$168,000</u>
Remaining balance on First Deed of Trust (Bank of America)	\$ 72,000
Remaining balance on Second Deed of Trust (City of Turlock)	\$ 50,000
This Deferred Loan request	<u>\$ 25,000</u>
Total debt	\$147,000

3. BASIS FOR RECOMMENDATION:

1. The current policies and procedures require Council approval for loans that places the City in the third position or exceed 100% loan to value.
2. Combined total loan to value ratio will be 88%.

G. POLICY INITIATIVE –SOCIAL INFRASTRUCTURE - HOUSING RESOURCES:

1) GOALS:

- b. Address housing concerns:
 - i) Older neighborhoods rehabilitation
 - ii) Homeless issues
 - iii) Year round homeless shelter and day center
 - iv) Develop transitional housing
 - v) Construction of affordable housing and mixed use developments
 - vi) Develop senior housing
 - vii) Transit oriented housing
 - viii) Seek out new grant and funding opportunities

4. FISCAL IMPACT / BUDGET AMENDMENT:

No impact on the current budget. This activity is budgeted under account number 255-41-485.47210_005 (\$25,000.00)

5. CITY MANAGER’S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

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

7. ALTERNATIVES:

- A). City Council can choose not to authorize the rehabilitation loan to applicant #3587-VS. Homeowner meets all the criteria and requirements for the City to provide the loan. This alternative is not recommended.

Attachment A

LOAN SUMMARY

Applicant's Name: 3587-VS
 Applicant's Address: Marlee Dr. Turlock, CA 95380
 Property Location: Marlee Dr. Turlock, CA 95380
 No. of units: One
 Funding Source: Community Development Block Grants
Amount to be sent to: AmeriNational Community Services, Inc.

Loan Breakdown:

1. Repairs:

A. \$ 3,800.00
 B. \$ 5,850.00
 C. \$ 7,400.00
 D. \$ 0.00
 E. \$ 4,575.00
 Other \$ 0.00
Sub \$ 21,625.00

Sub	\$ 21,625.00	
Expenses		
1. Low Bid	\$ 21,625.00	
2. Bldg. Permit	\$ 1,000.00	estimate
3. Contingency	\$ 1,546.67	6%
4. Fund Control Fee	\$ 95.00	
5. Credit Report	\$ 13.33	
6. Title Report	\$ 425.00	
7. Appraisal	\$ 0.00	
8. Origination	\$ 0.00	
9. Termite	\$ 0.00	
10. Recording(s)	\$ 0.00	
11. Doc Prep Fee.	\$ 95.00	
12. Warehousing Fee	\$ 125.00	
13. Tax Service	\$ 75.00	
14. Drawings	\$ 0.00	
15. Lead Insp.	\$ 0.00	
16. Chimney	\$ 0.00	
17. HVAC	\$ 0.00	
18. Storage Container	\$ 0.00	
TOTAL	\$ 25,000.00	

Amortized Loan	\$	As is Value	\$ 143,000.00
Forgivable Loan	\$ 0.00	Estimated After Rehab Value	\$ 168,000.00
Deferred Loan	\$ 25,000.00	Present Liens	\$ 122,000.00
Relocation Grant	\$ 0.00	After Rehab Liens	\$ 147,000.00
TOTAL	\$ 25,000.00	Combined Loan to Value:	88%

Community Development Block Grants funds will allow the rehabilitation of the property. City will be at 88% combined loan to value after rehabilitation. Staff recommends approval.



Council Synopsis

April 8, 2014

From: Michael Cooke, Municipal Services Director

Prepared by: Betty Gonzalez / Presented by Michael Cooke

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Clark Pest Control of Modesto, California, for weed control services for the City of Turlock's Regional Water Quality Control Facility and the Parks, Recreation, and Public Facilities Department, in an amount not to exceed \$46,812 annually and \$96,624 for a period of twenty-four (24) months

2. DISCUSSION OF ISSUE:

Staff is recommending authorization to award said Contract No. 14-018 to Clark Pest Control of Modesto, meeting all specifications and the lowest responsive and responsible bidder. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

The Purchasing Office solicited formal bids for Weed Control Services on Request for Bid (RFP) 14-278 by publishing the formal bid notice in the local newspaper, the City's website, City Hall's bulletin board, and contacting potential bidders by fax or email.

Thirteen (13) vendors were solicited. Ten (10) vendors submitted bids of which two (2) were local vendors within the City limits. The City's 3% local vendor preference does not change the outcome of the bids to determine the lowest responsive and responsible bidder for this service.

Purchasing and the Parks, Recreation, and Public Facilities Supervisor evaluated the bids. Award bid recap is shown below:

	Bidder Name	Annual Bid
1)	Clark Pest Control of Modesto	\$46,812
2)	Elite Pest Solutions of Turlock	\$49,797
3)	Allied Weed Control	\$52,452
4)	Fletcher Landscape of Ceres	\$57,631

5)	Horizon Landscaping of Modesto	\$57,300
6)	California Reforestation of Sonoma	\$73,110
7)	Jobs Peak Weed of Minden, NV	\$73,080
8)	Terminix International of McClellan	\$80,850
9)	Johnson Landscape of Patterson	\$114,916
10)	Step Aside Pest Management of Modesto	\$127,680

"No Bid" response from the following companies:

- 1) AAI Termite & Pest Control, Inc. of Salida
- 2) Consumer's Choice Pest Control of Turlock
- 3) Rumble Spray California, Inc. of Salida

The contractor will spray 177.34 acres of City properties to prevent weed growth. Spraying includes: 1) a pre-emergent herbicide, and 2) a systematic herbicide. The 177.34 acres of landscape consist of basins, drying beds, roadway borders, sidewalk borders, fence lines, banks, slopes, storm ponds, medians, and various areas at the Turlock Regional Water Quality Control Facility.

3. BASIS FOR RECOMMENDATION:

Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09 (c) (5) Award of Contract shall be awarded by the City Council to the lowest responsible bidder.

City staff's recommendation is to award the contract to the lowest responsive bidder, meeting all specifications and requirements to Clark Pest Control, in an amount not to exceed \$46,812 annually and \$96,624 for a period of twenty four months.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line numbers:

Budget Line Number	Department/Division	Annual Amount
217-50-510.43125_016	Street Maintenance Weed Spraying	\$5,628
410-51-530.43125_016	WQC Maintenance Weed Spraying	\$27,456
410-51-532.43125_016	Storm Maintenance Weed Spraying	\$13,728

Fiscal impact to above line number: \$46,812

There is no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Do not approve this agreement. This alternative is not recommended, the City does not have the equipment to perform this service.



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
CLARK PEST CONTROL
for
WEED CONTROL SERVICES
CONTRACT NO. 14-018

THIS AGREEMENT is made this 8th day of April, 2014, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **CLARK PEST CONTROL**, a California Corporation, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

WHEREAS, CITY has a need for weed control services for Municipal Services Department and Parks, Recreation and Public Facilities Department; and

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

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

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

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

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

4. COMPENSATION: CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Section 1 and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the annual sum of this Agreement exceed Forty Six Thousand Eight Hundred Twelve and No/100^{ths} Dollars (\$46,812.00) and Ninety Three Thousand Six Hundred Twenty Four Hundred and No/100^{ths} Dollars (\$96,624.00) for a period of twenty four months. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Twenty Four months (24) beginning April 9, 2014 and ending April 8, 2016, subject to CITY's availability of funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Verification of Coverage: CONTRACTOR shall furnish CITY with original

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

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

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

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

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

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

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

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

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

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

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

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

10. TERMINATION OF STATED EVENT:

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

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

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

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

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

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

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

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

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

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

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

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33. NOTICE: Any and all notices permitted or required to be given hereunder shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days

after delivery into the United States mail, if delivery is by postage paid, registered, or certified (return receipt requested) mail. Each such notice shall be sent to the parties at the address respectively indicated below or to any other address as the respective parties may designate from time to time:

for CONTRACTOR: **CLARK PEST CONTROL**
ATTENTION: RON FAIR
480 E. SERVICE ROAD
MODESTO, CA 95358
PHONE: (209) 556-5200
FAX: (209) 556-5210
EMAIL: jroque@clarkpest.com

for CITY: **CITY OF TURLOCK**
ATTN: BETTY GONZALEZ
MUNICIPAL SERVICES DEPARTMENT
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4406
FAX: (209) 668-5695
EMAIL: bgonzalez@turlock.ca.us

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

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

CITY OF TURLOCK, a municipal corporation

CLARK PEST CONTROL

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO FORM:

Print name: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

**SECTION 1
WEED CONTROL SERVICES
CONTRACT NO. 14-018
SCOPE OF WORK**

SCOPE OF WORK

Contractor to provide weed control service which the Contractor feels best meets or exceed the City's requirement.

SPRAYING

1. The Contractor shall perform spraying on 177.34 acres of City properties to prevent weed growth. Spraying shall consist of (1) use of a pre-emergent herbicide to prevent weed growth during the growing season following application, and (2) use a systematic herbicide to kill regrowth and/or summer weeds. Soil sterilants may not be used unless directed by the City.
 - a) Locations of City Properties:
 - 1) Golden State Blvd from Fulkerth Road to Taylor Road; includes center median, west side of street to railroad tracks, and east side of street extending east, approximately 20 feet. (21.34 acres)
 - 2) Storm Pond located between Highway 99 and Golden State Blvd, approximately 1000 feet south of Taylor Road, including 10 foot section on the outside of the fence line. (14 acres)
 - 3) All of Turlock Water Quality Wastewater Treatment Facility and non-landscaped areas on the outside of the fence up the edge of the road on all sides. (76 acres)
 - 4) Picard storm basin located at the end of Warp Drive. (1 acre)
 - 5) C Street (1 Acre)
 - 6) Dianne Storm basin, including 10 acres South West corner between Kilroy Road and Dianne Drive. ((35 acres)
 - 7) North Field North of City Corporation Yard between Walnut and Kilroy. (5 acres)
 - 8) Golden State East basin. (1 Acre)
 - 9) Linwood/Kilroy (Petersen property/Water Quality Control) (3 acres)
 - 10) South Walnut by track behind Kelso property. (20 acres)
2. It shall be the Contractor responsibility to apply herbicides as necessary to keep all properties weed free throughout the year. It is the Contractor's responsibility to control

summer weeds such as but not limited to: Russian thistle, puncture vine, morning glory, anise, kikuyu grass and bermuda grass. It is also the Contractor's responsibility to control perennial and/or woody plants such as but not limited to: blackberry and coyote brush.

3. It shall be the Contractor's responsibility to determine the most appropriate times of year to apply herbicides.
4. It shall be the Contractor's responsibility to independently monitor all contract areas and perform touch-up spraying. Monitoring shall as a minimum include a monthly physical inspection of all spray areas. Each month, Contractor shall submit a written report detailing the condition of each area. Touch-up spraying shall be required at any time that weed growth occurs. If weed growth on sprayed lots exceeds 4" in height, Contractor shall mow at his expense.
5. The Contractor shall use the necessary equipment in order to accomplish the work in a satisfactory manner. The Contractor shall arrange his operations so that the herbicides will not be distributed beyond the limit of property sprayed. The Contractor shall apply the herbicides using nozzles and pressure necessary
6. The Contractor shall supply his own water for the chemical mix.
7. Materials – The materials used by the Contractor must be of such composition and of sufficient strength to kill weeds, but may not sterilize the soil for a period in excess of one year following application. The chemicals used shall not be toxic or harmful in any manner to animals or human beings when used in prescribed manner. The materials used shall not harm desirable vegetation such as trees or turf. The used shall not be flammable or leave an oily residue that will discolor or leave slippery film on sidewalks and curbs. The City may at any time during the spraying operation take samples to check materials being used. Upon request, the Contractor shall provide the City with information regarding chemicals applied to specified locations. In addition, the Contractor shall upon request provide the City with specimen labels of chemicals applied. In the event the treatment is not effective, the Contractor will be required to remove at his expense all growth from the area within the limits of the spray application.

GENERAL INFORMATION

1. City property anticipated to be sprayed is shown on the attached list. City will tour areas with successful bidder and finalize lists; however, property may be added or deleted at any time during contract period at City discretion.
2. The Contractor shall be responsible for any and all damage to surface and underground improvements due to his operation on or adjacent to parcels upon which weed abatement work is performed.
3. The Contractor will be expected to know the streets within the City of Turlock so that he/she can perform his work independently.
4. The Contractor shall be required to provide adequately manned and equipped crews necessary to diligently pursue and complete the work described herein. When directed by the City, the Contractor shall perform touch-up spraying work within 48 hours of such

notification.

5. Measurement – the entire area of parcels shall be sprayed for weed control, including basins, drying beds, roadway borders, sidewalk borders, fence lines, banks, slopes and other miscellaneous areas, as directed by the City. City property has been measured; private property will be measured by the City as work is authorized.
6. All spray applications are to be done in accordance with all State of California and United State law. Contractor is to provide the City a copy of Written Recommendations from a State of California licensed Pest Adviser for all applications.
7. The Contractor shall have secured from the City of Turlock all the necessary permits and shall possess a current California State Department of Agriculture license. The Contractor shall conform to any applicable laws or statues regulating or prohibiting the use of any chemicals or spray materials used.
8. The Contractor shall obtain a City of Turlock Business license.

**CITY OF TURLOCK
BID PROPOSAL FORM**

BID NO RFP 14-278

BID DUE DATE: FEBRUARY 20, 2014 BEFORE 3:00 P.M.

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

"WEED CONTROL SERVICE"

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

BIDDER TO READ

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

Company: Clark Pest Control

Address: 480 E. Service Rd.

City/State/Zip: Modesto, CA 95358

Telephone Number (209) 556-5200 **Fax Number** (209)556-5210

E-Mail Address jroque@clarkpest.com

Authorized Representative (print) Ron Fair

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for weed control service dated February 20, 2014, at the prices indicated herein.

Bid Proposal

Item #	Location	Acres	Service	Price	X 12	Extension
1	Goldenstate Blvd	21.34	Monthly	\$469.00	X 12	\$5,628.00
2	Goldenstate Storm Basin	14	Monthly	\$308.00	X 12	\$3,696.00
3	Wastewater Treatment Plant	76	Monthly	\$1,672.00	X 12	\$20,064.00
4	Picard Storm Basin	1	Monthly	\$22.00	X 12	\$264.00
5	C Street	1	Monthly	\$22.00	X 12	\$264.00
6	Dianne Storm Basin	35	Monthly	\$770.00	X 12	\$9,240.00
7	North Field (Walnut/Kilroy)	5	Monthly	\$110.00	X 12	\$1,320.00
8	Goldenstate East Basin	1	Monthly	\$22.00	X 12	\$264.00
9	Linwood/Kilroy Peterson Property/WQC	3	Monthly	\$66.00	X 12	\$792.00
10	512 S. Kilroy (13.522 acres) S Walnut Rd, behind Kelso (7.572 acres)	20	Monthly	\$440.00	X 12	\$5,280.00
Annual Bid Total						\$46,812.00
Twenty Four Months Bid Total						\$93,624.00

List any extra charges not described above: _____

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A 0 % discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: 65721

"Piggyback" Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?
 Yes No

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms: Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

- a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Contractor shall include the nondiscrimination and compliance provision of this clause in all subcontractors to perform work under the contract.
- d) Contractor shall permit access by representatives of the Department of Fair Employment and housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Drug Free Workplace

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

Offer and Acceptance

Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and

these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

Contractor's License No. DPR # 31207 Expiration Date: 12/31/14

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

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

Clark Pest Control

Company Name

Ron Fair

Signature of Authorized Representative

952-57-5966

Federal Tax ID Number



Council Synopsis

55
April 8, 2014

From: Jeri Gilley, Financial Customer Service Supervisor

Prepared by: Fallon Martin, Sr. Account Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with the State of California's Franchise Tax Board for participation in the Interagency Intercept Collections (IIC) program

Motion: Approving an agreement with LexisNexis for skip tracing services required to participate in the Interagency Intercept Collections (IIC) program, in an annual amount not to exceed \$1,000

Resolution: Appropriating \$1,000, from Fund 110 "General Fund" to account number 110-10-112.43013 "Interagency Intercept Program Software Services" for participation in the Interagency Intercept Collections (IIC) program and associated skip tracing services

2. DISCUSSION OF ISSUE:

The Finance A/R Department is requesting authorization to contract with LexisNexis as well as the State of California's Franchise Tax Board to participate in the Interagency Intercept Collections (IIC) program.

The IIC is a program that will intercept individuals tax returns to help pay on delinquent debts owed to government agencies. In order to take part in this program, social security numbers must be provided. In order to obtain social security numbers, the City will need to contract through LexisNexis to have access to a skip tracing program.

There is a service fee incurred with the IIC program. The IIC program determines the service fee per successful offset. The State Controller's Office (SCO) charges this fee to reimburse the administrative costs of the program. The fee is based on actual costs incurred, which varies each year. The IIC program will send an IIC Bulletin to advise their participants of the cost for the year. Participating agencies may add this fee to the debtor's account balance. SCO bills each agency in April for each successful offset collected during the previous calendar year.

The City of Modesto currently participates in the IIC and has a contract through LexisNexis to obtain social security numbers. According to the City of Modesto's Parking Adjudication Program Coordinator, \$1.13 was paid per tax return that was intercepted and collected on. The annual collection rate for the City of Modesto is said to be between 20-40%. As of August 2012, the City of Turlock had a total of \$13,175 in delinquent Administrative Citations.

3. BASIS FOR RECOMMENDATION:

- A. To help the City of Turlock recover uncollected debt for Administrative Citations, non-sufficient fund checks, damages to City property, as well as cost recovery for DUI charges.

Strategic Plan Initiative:

B) POLICY INITIATIVE – FISCAL RESPONSIBILITY:

1) GOALS:

- a. Create an "efficient" yet effective City government organization
- b. Identify smart revenue opportunities including but not limited to grants and outside sources of funding

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Exact amount unknown at this time.

The contract for LexisNexis costs \$0.35 for each transaction or a minimum \$50 per month. This is an annual contract and will automatically renew for an additional twelve (12) months, unless written notice is submitted at least sixty (60) days prior to the expiration of the initial term or renewal term.

There is a service fee incurred with the IIC program. The IIC program determines the service fee per successful offset. The State Controller's Office (SCO) charges this fee to reimburse the administrative costs of the program. The fee is based on actual costs incurred, which varies each year. The IIC program will send an IIC Bulletin to advise their participants of the cost for the year. Participating agencies may add this fee to the debtor's account balance. SCO bills each agency in April for each successful offset collected during the previous calendar year.

Budget Amendment: N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A). If the attached contracts do not accurately reflect the goals and/or priority of the City Council, the council could elect to not approve the request or could amend the contract and/or provide additional input.

Email: icgroup@ftb.ca.gov
Telephone: 916.845.5344
Fax: 916.843.2460

Intent to Participate

(Complete both sides of this form, sign, and either fax or mail it to us.)

Agency type: State College City County Court

1. Agency name: City of Turlock

Division/branch: Finance Office

2. Agency code: MH
(Enter the two-digit code the Franchise Tax Board (FTB) assigned your agency.)

3. Process year 2014

4. Public contact unit:
Provide an address and telephone number for your debtors to contact you directly.
For agencies that do not have a public contact window, provide a post office box.

Agency name: City of Turlock

Unit name: Finance Office

Address: 156 S Broadway

Room/suite/floor: Ste 110

City: Turlock

State: CA ZIP Code: 95380

Telephone: (209) 668-5570 Ext. _____

Check this box if the public contact unit is a collection agency/service provider.

Provide name: _____

5. FTB Intercept Program liaisons:

Provide the names and **direct** telephone numbers of up to three individuals we may contact to resolve issues or obtain account information. These individuals should be authorized to request intercept services.

a) Name: Fallon Martin

Position: Sr. Account Clerk

Telephone: (209) 668-5542 Ext. 1302

Email address: famartin@turlock.ca.us

(We may provide email addresses to the State Controller's Office for billing purposes.)

b) Name: Beth Morgan

Position: Accounting Technician

Telephone: (209) 668-5542 Ext. 1311

Email address: bmorgan@turlock.ca.us

c) Name: Jeri Gilley

Position: Financial Customer Service Sup

Telephone: (209) 668-5542 Ext. 1307

Email address: gilley@turlock.ca.us

6. Agency mailing address to send warrants, fund transfers, and billings:

Do not provide third party information.

Agency name: City of Turlock

Unit name: Finance Office

Address: 156 S Broadway

Room/suite/floor: Ste 110

City: Turlock

State: CA ZIP Code: 95380

Contact name: Fallon Martin

Telephone: (209) 668-5542 Ext. 1302

Email address: famartin@turlock.ca.us

Fax number: (209) 668-5565

7. SWIFT agency contact information:

Name: _____

Telephone: () Ext. _____

SWIFT email address: _____

8. Select your agency type (one only):

State agency or college

Complete either A, B, or C. The State Controller will credit the intercepts accordingly.

A. General checking account number:

_____ (Three-digit number)

B. Special fund: _____ (Fund #) _____ (Org. Code)

State Controller's account number: _____

(Contact your accounting office for this number.)

C. Warrant

City or county agency:

Special Districts – bridge tolls and high occupancy toll lane fees. (Government Code Section 12419.12)

A warrant will be issued to your agency listing the intercept funds sent to you.

OK for Agency
Om

Agency Certification

(Complete in full and sign.)

This document notifies FTB that the City of Turlock Agency/College plans to participate in the Interagency Intercept Collections Program for the 2014 process year. In doing so, I certify that all debts submitted for offset comply with the following Government Code Sections (please mark one):

- State agencies and colleges — 12419.5, 12419.7, 12419.9, 12419.10, 12419.11, and 12419.12
- County and city agencies — 12419.8 and 12419.10

Type of debt we intend to collect:

- | | | | | |
|---|--|---|--|--------------------------------------|
| <input checked="" type="checkbox"/> Dishonored Check | <input checked="" type="checkbox"/> Fees | <input checked="" type="checkbox"/> Fines | <input type="checkbox"/> Parking Citations | <input type="checkbox"/> Judgments |
| <input type="checkbox"/> Taxes | <input type="checkbox"/> Tuition | <input type="checkbox"/> Insurance | <input type="checkbox"/> Unpaid Services | <input type="checkbox"/> Overpayment |
| <input checked="" type="checkbox"/> Other <u>Administrative Citations</u> _____ | | | | |
| _____ | | | | |
| _____ | | | | |

I certify that the City of Turlock Agency/College agrees to pay administrative costs to the California State Controller's Office for processing these offset accounts, and that I am authorized to request services on behalf of this agency/college.

I certify that all records, copies, files, and media submissions received by the City of Turlock Agency/College shall be destroyed in a manner acceptable to FTB. The approved destruction methods that permanently render data unreadable and unusable include:

- Degaussing and magnetizing disks.
- Damage to disks that prevents their use in any disk drive.
- Crisscross shredding if the shreds are 5/16 inch or smaller.

All unauthorized or suspected accessed, uses, and/or disclosures (incidents) of the information obtained under this agreement shall be thoroughly reviewed by FTB. We comply with the incident reporting requirements, in accordance with Civil Code Section 1798.29 and SAM Chapter 5300 (Information Security). The participant shall immediately notify FTB's Information Security Audit Unit. Their email is, SecurityAuditMail@ftb.ca.gov or call 916.845.5555. Notify the Information Security Audit Unit of all incidents involving the information obtained under this agreement as applicable, and provide the appropriate information to facilitate the required reporting to the taxpayers or state oversight agencies.

I agree that our agency's/college's fax signatures sent to FTB should be treated as original signatures.

Signature: _____ Date: _____

Title: City Manager Telephone: 209-668-5540

FTB will not send or receive taxpayer social security numbers through regular email. Please do not use regular email to request or send confidential taxpayer information. Call the IIC Program staff at 916.845.5344 to register for our secure internet file transfer service.

SCHEDULE A
Accurint for Government
(Transactional)

Agency (Customer) Name: CITY OF TURLOCK
Billgroup #: ACC-1530196
LN Account Manager: Dan McConnell

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Government services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). The services set forth in this Schedule A are non-FCRA Services.

1 SCHEDULE A TERM

The term of this Schedule A will be **12 months** beginning **03/01/2014** (the "Initial Term"), and shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless a party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2 FEES

- 2.1** Customer shall pay the prices detailed in the attached price schedule.
- 2.2** Customer shall pay to LN each month the greater of (i) actual transactional charges, or (ii) the Monthly Minimum Commitment of **\$50.00**.

3 EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before 03/27/2014.

4 CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

AGREED TO AND ACCEPTED BY: CITY OF TURLOCK

Signed: _____
Name: _____
Title: _____
Date: _____

OK for Argentina


Accurint for Government
(Plan 46) (Updated 11/1/2013)

(Pricing is per hit unless otherwise indicated. All features priced \$.35 or less are not discounted, in addition to any feature indicated as not discounted)

PRICE SCHEDULE (Transactional)	
FEATURES	PRICE
Advanced Person Search	\$0.50
American Board Of Medical Specialties Search	\$1.00
Associates ("Next Steps")	\$1.00
Bankruptcies, Liens & Judgments Search (Charged Per Search)	\$0.50
Bankruptcies (Charged Per Search)	\$0.25
Bankruptcies Report	\$1.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discounted)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discounted)	\$0.20
Basic Lookup	\$0.10
Boolean Search	\$2.00
Business Credit	\$0.25
Business Credit Report	\$20.00
Business InstantID (Charged Per Search)	\$1.30
Business InstantID & FraudDefender (Charged Per Search)	\$1.30
Business Search	\$0.35
Businesses In The News (not discounted)	\$5.00
Canadian Phones	\$0.40
Case Audit Compliance	--
Case Connect Deconfliction Alerts	--
Civil Courts Search (Report Included) (Charged Per Search)	\$2.00
CLIA Search (not discounted)	\$0.25
Concealed Weapons Permit	\$0.25
Corporation Filings (Report Included Except In Delaware)	\$1.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable) (not discounted)	--
County Civil Lower & Upper Court - 7 Year	\$35.00
County Civil Lower & Upper Court - 10 Year	\$40.00
County Criminal - 7 Year	\$25.00
County Criminal - 10 Year	\$30.00
Federal Division Civil - 7 Year	\$16.00
Federal Division Civil - 10 Year	\$25.00
Federal Division Criminal - 7 Year	\$16.00
Federal Division Criminal - 10 Year	\$25.00
Statewide Criminal	\$24.00
Criminal Records (Charged Per Search)	\$1.00
Criminal Records Report	\$1.00
DEA Controlled Substances License Search	\$0.25
Death Records (Charged Per Search)	\$0.25
Death Records Report (Charged Per Search)	\$1.00
Delaware Corporations (not discounted)	\$1.00

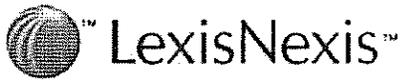
Delaware Corporations Report (not discounted)	\$11.00
Driver Licenses	\$0.75
Dun & Bradstreet	\$0.25
Dun & Bradstreet Report (not discounted)	\$3.75
Email Search	\$0.40
FAA Aircraft (Report Included)	\$0.25
FAA Pilots (Report Included)	\$0.25
Federal Firearms & Explosives	\$0.25
Federal Employer ID Numbers (FEIN)	\$0.50
Fictitious Business Name	\$0.50
Foreclosures Search (Report Included)	\$1.00
Hunting/Fishing Licenses	\$0.25
InstantID Consumer Search (Charged Per Search)	\$0.75
InstantID Consumer & FraudDefender Search (Charged Per Search)	\$1.05
Internet Domains	\$0.25
Liens & Judgments (Charged Per Search)	\$0.25
Liens & Judgments Report	\$1.00
Marriages / Divorces Search	\$1.00
Motor Vehicles Search	\$0.75
Motor Vehicles Report	\$1.00
MVR Reports (Driving Records) (Charged Per Search) (not discounted)	--
Alabama 3-Year	\$12.00
Delaware	\$21.50
Florida 3-Year	\$7.15
Florida 7-Year	\$8.15
Illinois	\$17.00
Indiana 7-Year	\$11.00
Iowa	\$13.50
Kansas	\$11.50
Maine 3-Year	\$12.00
Minnesota 5-Year	\$7.50
Mississippi 3-Year	\$16.00
Nebraska 5-Year	\$8.00
North Carolina 7-Year	\$13.00
Rhode Island 3-Year	\$23.00
South Carolina 3-Year	\$12.25
Tennessee 5-Year	\$12.00
Utah 3-Year	\$12.25
Vermont 3-Year	\$18.00
West Virginia 7-Year	\$10.00
National Motor Vehicle Accident Search & Report (not discounted)	\$3.00
National UCC Filings (Report Included)	\$1.00
NCPDP (National Council for Prescription Drug Programs) Search (Charged Per Search)	\$0.50
NCPDP (National Council for Prescription Drug Programs) Report (Charged Per Search)	\$1.50
Neighbors ("Next Steps") (not discounted)	\$0.25
NPI Search (not discounted)	\$0.25
NPI Report	\$0.50

Official Records Search (Report Included)	\$0.25
Passport Validation (Charged Per Search)	\$1.00
Patriot Act (Charged Per Search)	\$0.25
People At Work Search	\$1.00
People In The News (not discounted)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
1 - 50	\$3.00
51 - 250	\$15.00
251 - 500	\$30.00
501 - 1,000	\$60.00
1,001 - 5,000	\$300.00
5,001 - 25,000	\$1500.00
25,001 - 100,000	\$6000.00
Person Search	\$0.35
Phones Plus	\$0.50
Professional Licenses (Charged Per Search)	\$1.00
Property Assessment Search	\$1.00
Property Assessment Report	\$1.00
Property Deed Search	\$1.00
Property Deed Report (excluding Deed Image)	\$1.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discounted)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$2.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$2.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Sanction Search (Charged Per Search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Motor Vehicle Registrations (Charged Per Search)	\$3.50
Real Time Person Search (Charged Per Search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$1.00
Relatives, Neighbors & Associates ("Next Steps")	\$2.00
Relavint Visual Link Analysis (Per Diagram) (not discounted)	\$2.00
Reverse Lookup	\$0.10
Satellite Image Search	--
Sexual Offenders (Report Included) (Charged Per Search)	\$1.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.25
Watercraft	\$0.50
Watercraft Report	\$1.00
WorkPlace Locator (not discounted)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$3.50
Automated Valuation Model (AVM) Report	\$5.00
Business Link Report (Charged Per Search)	\$5.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy,	\$6.00

Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	
Entitlement Report: Summary Report, Phones Plus, Bankruptcy, Liens/Judgments, UCC Filings, People At Work, Driver's Licenses, Vehicle Registrations, Property, Watercraft, FAA Pilots, FAA Aircraft, Professional Licenses, Associates, Relatives (3 Degrees), Criminal Records And Sexual Offenders. Results Can Be Restricted By The User To Their Applicable Dates Of Interest.	\$4.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	\$3.50
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	\$0.50
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.50
Additional Report Options:	--
Bankruptcy (Charged Per Search)	\$1.00
Businesses At Address	\$0.25
Concealed Weapons Permit Search	\$0.25
Criminal Records Search (Charged Per Search)	\$1.00
Criminal Records Report	\$1.00
Driver Licenses At Address	\$0.75
Hunting/Fishing License Search	\$0.25
Liens And Judgments (Charged Per Search)	\$0.25
Motor Vehicles Registered At Address	\$0.75
Neighborhood Profile (2010 Census)	\$0.50
Neighbors At Address	\$0.25
Property Ownership Current / Previous	\$1.00
Sexual Offenders Search (Report Included) (Charged Per Search)	\$1.00
Comprehensive Business Report (Base Report Features: Name, Address And Phone Variations, Parent Company, ID Numbers And Industry Information)	\$0.50
Additional Report Options:	--
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy (Charged Per Search)	\$1.00
Business Registrations	\$0.25
Corporation Filings	\$1.00
Dun & Bradstreet Records (not discounted)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00
Liens And Judgments (Charged Per Search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
UCC Filings	\$0.50

Watercraft	\$1.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.50
Additional Report Options:	--
Associates	\$1.00
Bankruptcies (Charged Per Search)	\$1.00
Criminal Records (Charged Per Search)	\$1.00
DEA Controlled Substances License Search	\$0.25
Driver Licenses Information	\$0.75
Email Search	\$0.40
Federal Firearms & Explosives License Search	\$0.25
Liens And Judgments (Charged Per Search)	\$0.25
Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.75
National Motor Vehicle Accident Search & Report	\$3.00
Neighborhood Profile (2010 Census)	\$0.50
Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.25
People At Work	\$1.00
Phones Plus	\$0.50
Professional Licenses (Charged Per Search)	\$1.00
Properties	\$1.00
Relatives (Up to 3 Degrees of Separation)	\$1.00
Sexual Offenders (Charged Per Search)	\$1.00
Supplemental Data Sources (Charged Per Search)	\$1.00
UCC Filings	\$1.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	--
Associated Businesses	\$1.00
Associated People	\$1.00
Bankruptcy (Charged Per Search)	\$1.00
Business Phone Matches	\$0.25
Business Registrations	\$0.25
Corporation Filings	\$1.00
Dun & Bradstreet Records (not discounted)	\$3.75
FAA Aircraft	\$0.25
Internet Domain Names	\$0.25
IRS 5500	\$1.00
Liens And Judgments (Charged Per Search)	\$0.25
Motor Vehicles	\$0.75
Properties	\$1.00
Sanctions	\$0.50
UCC Filings	\$0.50
Verification	\$0.75
Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00

Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
Additional Deceased Data Sources	--
Associates	--
Bankruptcy (Charged Per Search)	\$0.25
Business Address Summary	\$0.25
Business Affiliations	\$0.50
Business Phone Matches	\$0.25
DEA Licenses	\$0.25
Degrees	--
Education	\$0.50
Group Affiliations	\$0.50
GSA Sanctions (Charged Per Search)	\$0.50
Hospital Affiliations	\$0.50
Liens And Judgments (Charged Per Search)	\$0.25
Medical Licenses (Charged Per Search)	\$1.00
Possible Criminal Records (Charged Per Search)	\$0.25
Professional Licenses (Charged Per Search)	\$1.00
Sanctions (Disciplinary) (Charged Per Search)	\$0.50
Specialties	--
Verification	\$0.75
Online Batch Services	
Advanced Person Search	\$0.50
Deceased Person	\$0.25
Address (Single)	\$0.13
Address (Multiple)	\$0.16
EDA Phones (Directory Assistance) (Single)	\$0.10
EDA Phones (Directory Assistance) (Multiple)	\$0.12
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	\$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	\$0.25
Address And Phones (Single)	\$0.25
Address And Phones (Multiple)	\$0.30
Address And/Or Phone Dedupe (Single) (per input)	\$0.03
Address And/Or Phone Dedupe (Multiple) (per input)	\$0.04
Phones Plus	\$0.50
Real Time Phone Search	\$0.50
Real Time Motor Vehicle Registrations	\$1.50
Property - Add Up To Five Properties Owned By The Subject	\$1.00
Consumer InstantID	\$0.65
Consumer InstantID With Fraud Defender	\$0.95
Consumer InstantID With Red Flags Rule	\$0.90
Business InstantID	\$1.30
Business InstantID With Fraud Defender	\$1.30
Multiple = 2 Or More Phones/Addresses Returned	--



LN Non-FCRA Application & Agreement Government Agencies & Law Enforcement

LexisNexis Risk Solutions FL Inc. and its Affiliates (collectively or individually "LN") provide various Non-FCRA products and services (the "LN Services"). The information submitted on this Application and Agreement ("Agreement") will be used to determine the Customer's (as defined below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein. "Affiliates" are those affiliates of LexisNexis Risk Solutions FL Inc. that provide LN Services pursuant to this Agreement.

PART 1 - CUSTOMER INFORMATION (This section must be filled out entirely)

SECTION A: AGENCY INFORMATION ("Customer") (P.O. Boxes and Maildrop Addresses Cannot be Used)

Agency Name (Full Legal Name) REQUIRED City of Turlock
Physical Address* 156 S Broadway Ste 110
City Turlock State CA Zip 95380
Main Agency Phone Number* (209) 668-5570 Fax (209) 668-5565 Web Address www.cityofturlock.org

* Physical location where information will be used. Phone number must be Main number/Switchboard number at this location.

If located at the above address less than six (6) months, provide most recent prior address below:

Physical Address _____
City _____ State _____ Zip _____

IP Address** 68.189.113.101 & 216.162.171.2
IP Address Range** From 68.189.113.1 & 216.162.171.1 To 689.189.113.254 & 216.162.171.127

** If you do not know your company's IP address(es): Contact your network administration OR log onto <https://www.whatismyip.com>

SECTION B: CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION

Last Name Martin First Name Fallon Middle Initial M
Title Sr. Account Clerk Telephone (209) 668-5542 ext 1302 Email Address famartin@turlock.ca.us
Admin IP Address 68.189.113.101

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number _____
2. Full date of birth 02/14/1983
3. Home address 4285 Silver Lupine Dr

ADDITIONAL CUSTOMER ADMINISTRATOR* OR MAIN CONTACT INFORMATION (Optional)

Last Name Morgan First Name Beth Middle Initial A
Title Accounting Technician Telephone (209) 668-5542 ext 1311 Email Address bmorgan@turlock.ca.us
Admin IP Address 2368.189.113.101

* Required only for local and municipal agencies - For credentialing purposes, each Customer Administrator must provide two (2) of the three (3) following pieces of identified information.

1. First five (5) digits of your Social Security Number _____
2. Full date of birth 05/30/1966
3. Home address 2334 Autumn Moon Way

PART 2 - CREDENTIALING

SECTION A: CUSTOMER SECURITY CERTIFICATION

Customer certifies that the Customer has not been the subject of any proceeding regarding any trust-related matter including, but not limited to, fraud, counterfeiting, identity theft and the like, and that Customer has not been the subject of any civil, criminal or regulatory matter that would create an enhanced security risk to LN or its data, including, but not limited to, any matter involving potential violations of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and its implementing regulations (collectively, "GLBA"), the Driver's Privacy Protection Act (18 U.S.C. § 2721, et seq.) and related state laws (collectively, the "DPPA"), the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA"), the Fair Debt Collection Practices Act (15 U.S.C. § 1692-1692p) ("FDCPA") or any other similar legal or regulatory guidelines. If any such matter has occurred, Customer shall attach a signed statement, along with all relevant supporting documentation, providing all details of this matter prior to execution of this Agreement.

OK for Agenda
JM

SECTION B: VENDOR REFERENCE RELEASE - Required only for local and municipal agencies.

Please list at least one (1) current Business to Business Vendor Reference. This section is optional, but if it is not completed and LN is not able to complete its credentialing process, LN reserves the right to re-request this information prior to account activation. Such re-request will result in processing delays.

Company Name _____ Contact _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email _____ Account Number (if applicable) _____

Company Name _____ Contact _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Email _____ Account Number (if applicable) _____

SECTION C: AGENCY INFORMATION (select one)

- Federal Government Federal Law Enforcement State Government State Law Enforcement
Local/Municipal Government Local/Municipal Law Enforcement
Other (Specify)

SECTION D: PURPOSE OF USE

Describe Identify social security numbers for individuals that will be sent to collections through the State of California's FTB IIC program

SECTION E: ACCESS (select all that apply)

- Server (system to system) Internet/PC Fax Phone
Other

SECTION F: SITE VISIT INFORMATION

A site visit will be required for local and municipal agencies. Site visits may be required for any other Customer. Should a site visit be required, Customer agrees to authorize the site visit, cooperate in the site visit, and to pay the site visit charges as stated in the Schedule(s) A to this Agreement. Site visits are conducted for LN by an approved third-party. Please indicate if the appropriate contact is different than the contact listed in Part 1, Section B.

Site Visit Contact Fallon Martin Contact Phone (209) 668-5542 ext 1302
Contact Email famartin@turlock.ca.us

PART 3 - BILLING INFORMATION

SECTION A: CREDIT CARD INFORMATION (If you choose to be billed on a credit card, fill out this portion and proceed to Part 3, Section C. If you choose to be billed directly, skip Part 3, Section A and proceed to Part 3, Section B). LN accepts MasterCard, Visa, and American Express. For security and authentication purposes, LN requires the account holder to provide the address to which the credit card company mails the monthly statement.

Cardholder Name _____
Credit Card Statement Address _____
City _____ State _____ Zip _____
Card Type: Master Card Visa American Express
Card Number _____ Expiration (MM/YY) _____

If I have elected to be credit card billed, I hereby authorize LN to bill this credit card for the charges incurred for use of LN Services. Additionally, I hereby agree that, if the credit card company refuses to pay LN for such charges incurred, the Customer shall be responsible for the payment of such charges. If credit card billing is elected, the below signatory must be the credit card holder.

Credit Card Billing Signature: _____
Print Name _____
Title _____
Dated _____ (mm/dd/yy)

SECTION B: DIRECT BILLING INFORMATION

By submitting this direct billing application, Customer certifies that the individual whose name appears below is authorized to apply for credit on behalf of the Customer named in this Agreement. Customer certifies that the information provided relating to this credit application is true and complete. Customer hereby grants LN permission to verify the credit information provided herein.

BILLING CONTACT

Last Name Gilley First Name Jeri Title Financial Customer Service Supervisor
 Telephone (209) 668-5542 ext 1307 Email Address igilley@turlock.ca.us
 Billing Address 156 S Broadway Ste 110
 City Turlock State CA Zip 95380

SECTION C: ADDITIONAL BILLING INFORMATION

Require a P.O. Number on Invoice? No Yes If Yes, provide P.O. Number _____
 Sales Tax Exempt No Yes If Yes, provide proof of exemption.

PART 4 - PERMISSIBLE USE CERTIFICATIONS

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following:

Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: Proceed to Part 4, Section C.

SECTION A: GLBA EXCEPTION/PERMISSIBLE PURPOSE – **NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to GLBA data)

<input type="checkbox"/>	No applicable GLBA exception/permissible use.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
<input type="checkbox"/>	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
<input type="checkbox"/>	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
<input type="checkbox"/>	In required institutional risk control programs.
<input type="checkbox"/>	In resolving consumer disputes or inquiries.
<input type="checkbox"/>	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
<input type="checkbox"/>	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
<input checked="" type="checkbox"/>	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
<input type="checkbox"/>	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION B: DPPA PERMISSIBLE USES – **NOT APPLICABLE TO LAW ENFORCEMENT**

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

(At least one (1) must be checked to be permitted access to DPPA data)

<input type="checkbox"/>	No permissible use.
<input type="checkbox"/>	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
<input type="checkbox"/>	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— (A) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and (B) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
<input checked="" type="checkbox"/>	Use by a government agency, but only in carrying out its functions.
<input type="checkbox"/>	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
<input type="checkbox"/>	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
<input type="checkbox"/>	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).

<input type="checkbox"/>	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
<input type="checkbox"/>	For use in providing notice to the owners of towed or impounded vehicles.
<input type="checkbox"/>	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 4 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION C: QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

- Customer is **NOT** requesting access to QA Data (proceed to Part 5).
- Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? Finance Department

SOCIAL SECURITY NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	Not an authorized user.
<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input checked="" type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input checked="" type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	Not an authorized user.
<input type="checkbox"/>	Federal, state or local government agency with law enforcement responsibilities.
<input type="checkbox"/>	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
<input type="checkbox"/>	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
<input type="checkbox"/>	Collection department of a creditor.
<input type="checkbox"/>	Collection company acting on behalf of a creditor or on its own behalf.
<input checked="" type="checkbox"/>	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

<input type="checkbox"/>	No authorized use.
<input type="checkbox"/>	Location of suspects or criminals.
<input type="checkbox"/>	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
<input checked="" type="checkbox"/>	Location of individuals alleged to have failed to pay taxes or other lawful debts.
<input type="checkbox"/>	Identity verification.
<input type="checkbox"/>	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

PART 5 - TERMS AND CONDITIONS

1. **SCOPE OF SERVICES.** LN agrees to provide the LN Services described in a Purchase Order or Schedule A to this Agreement to Customer, subject to the terms and conditions herein. This Agreement shall encompass any and all delivery methods provided to Customer for the LN Services, including, but not limited to, online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.

2. **RESTRICTED LICENSE.** LN hereby grants to Customer a restricted license to use the LN Services and any data contained therein, subject to the restrictions and limitations set forth below:

(i) Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third-party, and shall not use the LN Services for personal (non-business) purposes. Customer shall not use the LN Services to provide data processing services to third-parties or evaluate data for third-parties or, without LN's consent, to compare the LN Services against a third party's data processing services. Customer agrees that, if LN determines or reasonably suspects that continued provision of the LN Services to Customer entails a potential security risk, or that Customer is in violation of any provision of this Agreement or law, LN may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use the LN Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.

(ii) GLBA Data. Some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data falling within an exception set forth in the GLBA at the time it requests information in connection with certain LN Services and will recertify upon request by LN. Customer certifies with respect to GLBA Data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

(iii) DPPA Data. Some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services and will recertify upon request by LN.

(iv) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access QA Data (as previously defined). If Customer is authorized by LN to receive QA Data, and Customer obtains QA Data through the LN Services, Customer certifies it will not use the QA Data for any purpose other than as expressly authorized by LN policies, the terms and conditions herein, and applicable laws and regulations. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit QA Data obtained through the LN Services to be used by an employee or contractor that is not an Authorized User with an Authorized Use. Customer agrees it will certify, in writing, its uses for QA Data and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer QA Data via email or ftp without LN's prior written consent. However, Customer shall be permitted to transfer such information so long as: 1) a secured method (for example, sftp) is used, 2) transfer is not to any third-party, and 3) such transfer is limited to such use as permitted under this Agreement. LN may at any time and for any or no reason cease to provide or limit the provision of QA Data to Customer.

(v) Copyrighted and Trademarked Materials. Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the LN Services.

(vi) Additional Terms. To the extent that the LN Services accessed by Customer include information or data described in the Risk Supplemental Terms contained at the following website: www.lexisnexis.com/terms/risksuppl/, Customer agrees to comply with the

Risk Supplemental Terms set forth therein. Additionally, certain other information contained within the LN Services is subject to additional obligations and restrictions. These services include, without limitation, news, business information, and federal legislative and regulatory materials. To the extent that Customer receives such information through the LN Services, Customer agrees to comply with the Terms and Conditions contained at the following website: www.lexisnexis.com/terms/general (the "L&P Terms"). The Risk Supplemental Terms and the L&P Terms are hereby incorporated into this Agreement by reference. In the event of a direct conflict between this Agreement, the Risk Supplemental Terms, and the L&P Terms, the order of precedence shall be as follows: this Agreement, the Risk Supplemental Terms and then the L&P Terms.

(vii) Fair Credit Reporting Act. The LN Services provided pursuant to this Agreement are not provided by "consumer reporting agencies," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports," as that term is defined under the FCRA. Accordingly, LN Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another permissible purpose under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the LN Services for eligibility determinations for any of the following purposes: (1) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or (5) eligibility for any other purpose deemed to be a permissible purpose under the FCRA or any similar state statute; (B) by way of clarification, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using the LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the LN Services (1) to revoke consumer credit; (2) to set or change repayment terms; or (3) for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the LN Services to take any "adverse action," as that term is defined in the FCRA.

(viii) MVR Data. If Customer is permitted to access Motor Vehicle Records ("MVR Data") from LN, without in any way limiting Customer's obligations to comply with all state and federal laws governing use of MVR Data, the following specific restrictions apply and are subject to change:

- (a) Customer shall not use any MVR Data provided by LN, or portions of information contained therein, to create or update a file that Customer uses to develop its own source of driving history information.
- (b) As requested by LN, Customer shall complete any state forms that LN is legally or contractually bound to obtain from Customer before providing Customer with MVR Data.
- (c) LN (and certain Third-Party vendors) may conduct reasonable and periodic audits of Customer's use of MVR Data. In response to any such audit, Customer must be able to substantiate the reason for each MVR Data order.

(ix) HIPAA. Customer represents and warrants that Customer will not provide LN with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the parties.

(x) Retention of Records. For uses of GLB Data, DPPA Data and MVR Data, as described in Sections 2(ii), 2(iii) and 2(viii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

3. **SECURITY.** Customer acknowledges that the information available through the LN Services may include personally identifiable information and it is Customer's obligation to keep all such accessed information confidential and secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, or (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) keep all user identification numbers, and related passwords, or other security measures (collectively, "User IDs") confidential and prohibit the sharing of User IDs; (d) immediately deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Paragraph 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) purge all information received through the LN Services within ninety (90) days of initial receipt; provided that Customer may extend such period if and solely to the extent such information is retained thereafter in archival form to provide documentary support required for Customer's legal or regulatory compliance efforts; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN; (j) take all steps to protect their networks and computer environments, or those used to access the LN Services, from compromise; (k) on at least a quarterly

basis, review searches performed by its User IDs to ensure that such searches were performed for a legitimate business purpose and in compliance with all terms and conditions herein; and (l) maintain policies and procedures to prevent unauthorized use of User IDs and the LN Services. Customer will immediately notify LN, by written notification to the LN Privacy, Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), if Customer suspects, has reason to believe or confirms that a User ID or the LN Services (or data derived directly or indirectly therefrom) is or has been lost, stolen, compromised, misused or used, accessed or acquired in an unauthorized manner or by any unauthorized person, or for any purpose contrary to the terms and conditions herein. Furthermore, in the event that the LN Services provided to the Customer include personally identifiable information (including, but not limited to, social security numbers, driver's license numbers or dates of birth), the following shall apply: Customer acknowledges that, upon unauthorized acquisition or access of or to such personally identifiable information, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "Security Event"), Customer shall, in compliance with law, notify the individuals whose information was potentially accessed or acquired that a Security Event has occurred, and shall also notify any other parties (including but not limited to regulatory entities and credit reporting agencies) as may be required in LN's reasonable discretion. Customer agrees that such notification shall not reference LN or the product through which the data was provided, nor shall LN be otherwise identified or referenced in connection with the Security Event, without LN's express written consent. Customer shall be solely responsible for any other legal or regulatory obligations which may arise under applicable law in connection with such a Security Event and shall bear all costs associated with complying with legal and regulatory obligations in connection therewith. Customer shall provide samples of all proposed materials to notify consumers and any third-parties, including regulatory entities, to LN for review and approval prior to distribution. In the event of a Security Event, LN may, in its sole discretion, take immediate action, including suspension or termination of Customer's account, without further obligation or liability of any kind.

4. **PERFORMANCE.** LN will use commercially reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information **"AS IS"**. Customer acknowledges and agrees that LN obtains its data from third party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Without limiting the foregoing, the criminal record data that may be provided as part of the LN Services may include records that have been expunged, sealed, or otherwise have become inaccessible to the public since the date on which the data was last updated or collected. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.

5. **PRICING SCHEDULES.** Upon acceptance by the LN Affiliate(s) set forth on an applicable Purchase Order or Schedule A (hereinafter "Schedule(s) A"), such LN Affiliate(s) shall provide the LN Services requested by Customer and set forth in one (1) or more Schedules A attached hereto or subsequently incorporated by reference, for the fees listed on such purchase orders or schedules. The fees listed on a Schedule A may be updated from time to time by notice to Customer. All current and future pricing documents and Schedule(s) A are deemed incorporated herein by reference.

6. **INTELLECTUAL PROPERTY; CONFIDENTIALITY.** Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services' information, programs or computer applications. Customer acknowledges that LN (and/or its third party data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret and related laws in and to the LN Services and the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and the terms and conditions herein, and shall notify LN of any threatened or actual infringement of LN's rights. Customer and LN acknowledge that they each may have access to confidential information of the disclosing party ("Disclosing Party") relating to the Disclosing Party's business including, without limitation, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of LN's information, product information, pricing information, product development plans, forecasts, data contained in LN Services, and other business information ("Confidential Information"). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party's possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. "Trade Secret" shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of "trade secret" including without limitation pricing information applicable to this Agreement. Each receiving party ("Receiving Party") agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each party's obligations with

respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter, provided however, that with respect Trade Secrets, each party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret. Notwithstanding the foregoing, if Customer is bound by the Freedom of Information Act, 5 U.S.C. 552, or other federal, state, or municipal open records laws or regulations which may require disclosure of information, and disclosure thereunder is requested, Customer agrees that it shall notify LN in writing and provide LN an opportunity to object, if so permitted thereunder, prior to any disclosure.

7. **PAYMENT OF FEES.** Customer shall be responsible for payment for all services ordered by Customer or obtained through Customer's User IDs after the expiration of a free trial, if applicable, whether or not such User ID is used by Customer or a third-party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within thirty (30) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by applicable law, whichever is less. Customer's obligation to pay invoiced amounts is not subject to any offset, defense or counterclaim.

8. **APPROPRIATION OF FUNDS.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any current or future fiscal period, then Customer may, at its option, terminate this Agreement on the last day of any calendar month, upon ten (10) days prior written notice to LN, without future obligations, liabilities or penalties, except that Customer shall remain liable for amounts due up to the time of termination. In addition, Customer shall certify and warrant in writing that sufficient funds have not been appropriated to continue the Agreement for the next fiscal year.

9. **TERM OF AGREEMENT.** This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on a Schedule A (the "Schedule A Term") shall apply to the LN Services provided under such Schedule A until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as LN is providing services for Customer.

10. **TERMINATION.** Except where a Schedule A provides for a Schedule A Term or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.

11. **GOVERNING LAW.** In the event that Customer is a government agency, this Agreement shall be governed by and construed in accordance with the municipal, state, or federal law(s) applicable to such agency, without effect to conflicts of law principles.

12. **ASSIGNMENT.** Neither this Agreement nor the license granted herein may be assigned by Customer, in whole or in part, without the prior written consent of LN. An assignment includes without limitation the dissolution, merger, consolidation, reorganization, sale or other transfer of assets, properties, or controlling interest of twenty percent (20%) or more of Customer. Any assignment without the prior written consent of LN shall be void.

13. **DISCLAIMER OF WARRANTIES.** LN (FOR PURPOSES OF INDEMNIFICATION BY CUSTOMER, WARRANTIES, DISCLAIMERS, AND LIMITATIONS ON LIABILITY, LN, ITS SUBSIDIARIES AND AFFILIATES, AND ITS DATA PROVIDERS ARE COLLECTIVELY REFERRED TO AS "LN") DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE LN SERVICES. LN DOES NOT WARRANT THE CORRECTNESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LN SERVICES OR INFORMATION PROVIDED THEREIN. Due to the nature of public record information, the public records and commercially available data sources used in the LN Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. LN Services are not the source of data, nor are they a comprehensive compilation of the data. Before relying on any data, it should be independently verified.

14. **LIMITATION OF LIABILITY.** Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); and Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. IN NO EVENT SHALL LN BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION DELIVERED HEREUNDER OR THE UNAVAILABILITY THEREOF.

15. **INDEMNIFICATION.** To the extent permitted by applicable state or federal law, Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to (a) use of information received by Customer (or any third-party receiving such information from or through Customer) furnished by or through LN; (b) breach of any terms, conditions, representations or certifications in this Agreement; and (c) any Security Event. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in connection with any third-party claim that the LN Services or data contained therein, when used in accordance with this Agreement, infringe a United States patent or United States registered copyright, subject to the following: (i) Customer must promptly give written notice of any claim to LN; (ii) Customer must provide any assistance which LN may reasonably

request for the defense of the claim (with reasonable out of pocket expenses paid by LN); and (iii) LN has the right to control the defense or settlement of the claim; provided, however, that the Customer shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. Notwithstanding the foregoing, LN will not have any duty to indemnify, defend or hold harmless Customer with respect to any claim of infringement resulting from (1) Customer's misuse of the LN Services; (2) Customer's failure to use any corrections made available by LN; (3) Customer's use of the LN Services in combination with any product or information not provided or authorized in writing by LN; or (4) any information, direction, specification or materials provided by Customer or any third-party. If an injunction or order is issued restricting the use or distribution of any part of the LN Services, or if LN determines that any part of the LN Services is likely to become the subject of a claim of infringement or violation of any proprietary right of any third-party, LN may in its sole discretion and at its option (A) procure for Customer the right to continue using the LN Services; (B) replace or modify the LN Services so that they become non-infringing, provided such modification or replacement does not materially alter or affect the use or operation of the LN Services; or (C) terminate this Agreement and refund any fees relating to the future use of the LN Services. The foregoing remedies constitute Customer's sole and exclusive remedies and LN's entire liability with respect to infringement claims or actions.

16. **SURVIVAL OF AGREEMENT.** Provisions hereof related to release of claims; indemnification; use and protection of information, data and LN Services; payment for the LN Services; audit; LN's use and ownership of Customer's search inquiry data; disclaimer of warranties and other disclaimers; security; customer data and governing law shall survive any termination of the license to use the LN Services.

17. **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements of this Agreement, LN's obligations under its contracts with its data providers, and LN's internal policies, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

18. **EMPLOYEE TRAINING.** Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under this Agreement, including, but not limited to, the licensing requirements and restrictions under Paragraph 2, the security requirements of Paragraph 3 and the privacy requirements in Paragraph 23. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.

19. **TAXES.** The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.

20. **CUSTOMER CHANGES.** Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services, and, if at any time Customer no longer meets LN's criteria for providing such service, LN may terminate this Agreement. Customer is required to promptly notify LN of a change in ownership of Customer, any change in the name of Customer, and/or any change in the physical address of Customer.

21. **RELATIONSHIP OF PARTIES.** None of the parties shall, at any time, represent that it is the authorized agent or representative of the other. LN's relationship to Customer in the performance of services pursuant to this Agreement is that of an independent contractor.

22. **CHANGE IN AGREEMENT.** By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the restricted license granted to Customer hereunder and as LN shall make from time to time by notice to Customer. Notices to Customer will be provided via written communication. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement. LN may, at any time, impose restrictions and/or prohibitions on the Customer's use of the LN Services or certain data. Customer understands that such restrictions or changes in access may be the result of a modification in LN policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon written notification by LN of such restrictions, Customer agrees to comply with such restrictions.

23. **PRIVACY PRINCIPLES.** With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Data Privacy Principles" ("Principles"), which may be modified from time to time, recognizing the importance of appropriate privacy protections for consumer data, and Customer agrees that Customer (including its directors, officers, employees or agents) will comply with the Principles or Customer's own comparable privacy principles, policies, or practices. The Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>.

24. **PUBLICITY.** Customer will not name LN or refer to its use of the LN Services in any press releases, advertisements, promotional or marketing materials, or make any other third-party disclosures regarding LN or Customer's use of the LN Services.

25. **FORCE MAJEURE.** The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.

26. **ENTIRE AGREEMENT.** Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the LN Services and all matters within the scope of this Agreement. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in this Agreement shall, with respect to the LN Services and all matters within the scope of this Agreement, supersede any separate non-disclosure agreement that is or may in the future be entered into by the parties hereto. Any additional, supplementary, or conflicting terms supplied by the Customer, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN expressly agrees to them in a signed writing. The terms contained herein shall control and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing. This Agreement can be executed in counterparts and faxed or electronic signatures will be deemed originals.

27. **MISCELLANEOUS.** If any provision of this Agreement or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement shall remain in full force and effect. The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that I have direct knowledge of the facts stated above.

CUSTOMER	
Signature	_____
Print Name	Roy Wasden _____
Title	City Manager _____
Dated	_____ (mm/dd/yy)

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$1,000 FROM FUND 110 "GENERAL FUND" }
TO ACCOUNT NUMBER 110-10-112.43013 }
"INTERAGENCY INTERCEPT PROGRAM }
SOFTWARE SERVICES" FOR }
PARTICIPATION IN THE INTERAGENCY }
INTERCEPT COLLECTIONS (IIC) }
PROGRAM AND ASSOCIATED SKIP }
TRACING SERVICES }
_____ }

RESOLUTION NO. 2014-

WHEREAS, in order to be fiscally responsible the City of Turlock is seeking to contract with the Interagency Intercept Collections program and LexisNexis; and

WHEREAS, delinquent balances can be collected through interception of income tax returns through the State of California's Franchise Tax Board; and

WHEREAS, services are required by LexisNexis in order to obtain social security numbers to assist with submitting individuals to the Interagency Intercept Collections program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$1,000 from Fund 110 "General Fund" to account number 110-10-112.43013 "Interagency Intercept Program Software Services" for participation in the Interagency Intercept Collections (IIC) program and associated skip tracing services.

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:

ATTEST:

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



Council Synopsis

5K
April 8, 2014

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

1. ACTION RECOMMENDED:

Motion: Authorizing the Turlock Fire Department to establish a Working Agreement or Memorandum of Understanding with American Medical Response – West for the sole purpose of Continuing Education Records oversight under the direction of a Clinical Medical Director provided by American Medical Response – West

2. DISCUSSION OF ISSUE:

The Turlock Fire Department Firefighters are required to complete 24 hours of EMS Continuing Education courses every two years to maintain their Emergency Medical Technician (EMT) certification. The Clinical Medical Director position provides records oversight for this Continuing Education EMS Program. The current agreement expired and this is a continuation of using American Medical Response – West to fill that role.

3. BASIS FOR RECOMMENDATION:

In order to meet the current and future National Registry EMS Standards the Firefighter's must complete 24 hours Continuing Education EMS Training every two years. Program oversight is crucial to program success and a mandate of Title 22 of the California Code of Regulations, Social Security Division 9, Prehospital Emergency Medical Services Chapter 11, EMS Continuing Education.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Identify alternative sources for EMT Continuing Education Program oversight using a different provider for the position of Clinical Medical Director Training programs.
- B). Staff does not recommend this option due to the fact that there is a very good working relationship for this position already established with American Medical Response – West, this is a continuation of that established agreement and no prior concerns, conflicts or issues have necessitated a change to the agreement.



MEMORANDUM OF UNDERSTANDING

TO: Turlock Fire Department
FROM: Cindy Woolston, General Manager
SUBJECT: Joint Efforts for Clinical Oversight
DATE: March 7, 2014

In an effort to mainstream the collaboration between American Medical Response-West and Turlock Fire, there is a forefront need for policy clarification. It is with great anticipation that we move forward with the clinical oversight program. In doing so there are several points to which we must address and in return receive receipt of notification from your organization. Effective February 1, 2014, American Medical Response-West will enter into a working relationship with Turlock Fire Department, solely for the purposes of Continuing Education records oversight. During the collaboration American Medical Response-West will provide Turlock Fire with a Clinical Director. Turlock Fire will be responsible for all clinical activities including instruction within the City of Turlock, with guidance from American Medical Response-West.

This collaboration will be entered into with the understanding that Turlock Fire will be subject to Continuing Education (CE) audits by a representative of American Medical Response-West with or without prior notification. This clause meets the regulation in accordance with Title 22 policies. Please see the attached Exhibit A, Title 22 Social Security Division 9, Prehospital Emergency Medical Services Chapter 11, EMS Continuing Education. As outlined in Article 6, section 100395; any issuing agency must maintain Continuing Education documentation. Please refer to Exhibit A for detained instructions on what is required for auditing purposes.

This agreement shall be for a term of twenty-four (24) months from the date of signature by all parties. The agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party. During the term of the business relationship if at any time should questions or concerns arise, the Manager of Clinical Education Services, Mike Corbin should be contacted immediately. By signing below your organization is acknowledging receipt of this memorandum of understanding as well as the attached exhibit A.

Brian C. White 03/21/2014

 Brian White, Training Division Chief Date
 Turlock Fire Department

 Cindy Woolston, General Manager Date
 American Medical Response-West

 Roy Wasden, City Manager Date
 City of Turlock

American Medical Response-Stantlaus
 4846 Stratos Way
 Modesto, CA 95352

OK to Amend

California Code of Regulations
Title 22. SOCIAL SECURITY
DIVISION 9. PREHOSPITAL EMERGENCY MEDICAL SERVICES
CHAPTER 11. EMS CONTINUING EDUCATION

ARTICLE 1. DEFINITIONS

§ 100390. Emergency Medical Services (EMS) Continuing Education (CE) Provider.

EMS Continuing Education Provider means an individual or organization approved by the requirements of this Chapter, to conduct continuing education courses, classes, activities or experiences and issue earned continuing education hours to EMS Personnel for the purposes of maintaining certification/licensure or re-establishing lapsed certification or licensure.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

§ 100390.1. EMS Service Provider.

EMS Service Provider means an organization employing certified EMT-I, certified EMT-II or licensed paramedic personnel for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport, or during interfacility transfer.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

§ 100390.2. EMS System Quality Improvement Program.

“Emergency Medical Services System Quality Improvement Program” or “QIP” means methods of evaluation that are composed of structure, process, and outcome evaluations which focus on improvement efforts to identify root causes of problems, intervene to reduce or eliminate these causes, and take steps to correct the process pursuant to Chapter 12 of Division 9, Title 22, California Code of Regulations.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

§ 100390.3. Continuing Education.

Continuing education (CE) is a course, class, activity, or experience designed to be educational in nature, with learning objectives and performance evaluations for the purpose of providing EMS personnel with reinforcement of basic EMS training as well as knowledge to enhance individual and system proficiency in the practice of pre-hospital emergency medical care.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

§ 100390.4. Continuing Education Hour (CEH).

(a) One continuing education hour (CEH) is any one of the following:

(1) Every fifty minutes of approved classroom or skills laboratory activity.

(2) Each hour of structured clinical or field experience when monitored by a preceptor assigned by an EMS training program, EMS service provider, hospital or alternate base station approved according to this Division.

(3) Each hour of media based/serial production CE as approved by the CE provider approving authority.

(b) Continuing Education courses or activities shall not be approved for less than one hour of credit.

(c) For courses greater than one CEH, credit may be granted in no less than half hour increments.

(d) Ten CEHs will be awarded for each academic quarter unit or fifteen CEHs will be awarded for each academic semester unit for college courses in physical, social or behavioral sciences (e.g., anatomy, physiology, sociology, psychology).

(e) CE hours will not be awarded until the written and/or skills competency based evaluation, as required by Section 100391(c), has been passed.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

§ 100390.5. CE Provider Approving Authority.

(a) Courses and/or CE providers approved by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS) or approved by EMS offices of other states are approved for use in California and need no further approval.

(b) Courses in physical, social or behavioral sciences offered by accredited colleges and universities are approved for CE and need no further approval.

(c) The local EMS agency shall be the agency responsible for approving EMS Continuing Education Providers whose headquarters are located within the geographical jurisdiction of that local EMS agency if not approved according to subsections (a) or (b) of this section.

(d) The EMS Authority shall be the agency responsible for approving CE providers for statewide public safety agencies and CE providers whose headquarters are located out-of-state if not approved according to subsections (a) or (b) of this Section.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

§ 100390.6. National Standard Curriculum.

National Standard Curriculum means the curricula developed under the auspices of the United States Department of Transportation, National Highway Traffic Safety Administration for the specified level of training of EMS Personnel which includes the following incorporated herein by reference: Emergency Medical Technician-Basic: National Standard Curriculum, DOT HS 808 149, August 1994; Emergency Medical Technician-Intermediate: National Standard Curriculum, DOT HS 809 016, December 1999; and Emergency Medical Technician-Paramedic: National Standard Curriculum DOT HS 808 862, March 1999. These curricula are incorporated herein by reference and can be accessed at the U.S. Department of Transportation, National Highway Traffic Safety Administration website www.nhtsa.dot.gov/people/injury/ems/products.htm.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

§ 100390.7. Pre-Hospital Emergency Medical Care Personnel.

For the purpose of this chapter, Pre-hospital Emergency Medical Care Personnel or EMS Personnel means EMT-I, EMT-II or EMT-Paramedic as defined in Health and Safety Code Sections 1797.80, 1797.82, and 1797.84, respectively.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

ARTICLE 2. APPROVED CONTINUING EDUCATION

§ 100391. Continuing Education Topics.

(a) Continuing education for EMS personnel shall be in any of the topics contained in the respective National Standard Curricula for training EMS personnel, except as provided in Section 100391.1(a)(8) of this Chapter.

(b) In lieu of completing the required CEH, EMT-I certification can be maintained by successfully completing an approved refresher course pursuant to Section 100080 of Chapter 2, Division 9, Title 22, California Code of Regulations.

(c) All approved CE shall contain a written and/or skills competency based evaluation related to course, class, or activity objectives.

(d) Approved CE courses shall be accepted statewide.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

§ 100391.1. Continuing Education Delivery Formats and Limitations.

(a) Delivery formats for CE courses shall be by any of the following:

(1) Classroom - didactic and/or skills laboratory where direct interaction with instructor is possible.

(2) Organized field care audits of patient care records;

(3) Courses offered by accredited universities and colleges, including junior and community colleges;

(4) Structured clinical experience, with instructional objectives, to review or expand the clinical expertise of the individual.

(5) Media based and/or serial productions (e.g. films, videos, audiotape programs, magazine articles offered for CE credit, home study, computer simulations or interactive computer modules).

(6) Precepting EMS students or EMS personnel as a hospital clinical preceptor, as assigned by an EMS training program, an EMS service provider, a hospital or alternate base station approved according to this Division. In order to issue CE for precepting EMS students or EMS personnel, an EMS service provider, hospital or alternate base station must be a CE provider approved according to this Chapter. CE for precepting can only be given for actual time spent precepting a student or EMS personnel and must be issued by the EMS training program, EMS service provider, hospital or alternate base station that has an agreement or contract with the hospital clinical preceptor or with the preceptor's employer.

(7) Precepting EMS students or EMS personnel as a field preceptor, as assigned by an EMS training program or an EMS service provider approved according to this Division. CE for precepting can only be given for actual time precepting a student and must be issued by the EMS training program or EMS service provider that has an agreement or contract with the field preceptor or with the preceptor's employer. In order to issue CE for precepting EMS students or EMS personnel, an EMS service provider must be a CE provider approved according to this Chapter.

(8) Advanced topics in subject matter outside the scope of practice of the certified or licensed EMS personnel but directly relevant to emergency medical care (e.g. surgical airway procedures).

(9) At least fifty percent of the required CE hours must be in a format that is instructor based, which means that instructor resources are readily available to the student to answer questions, provide feedback, provide clarification, and address concerns (e.g., on-line CE courses where an instructor is available to the student). This provision shall not include precepting or magazine articles for CE credit. The CE provider approving authority shall determine whether a CE course, class or activity is instructor based.

(10) During a certification or licensure cycle, an individual may receive credit, one time only, for service as a CE course, class, or activity instructor. Credit received shall be the same as the number of CE hours applied to the course, class, or activity.

(11) During a certification or licensure cycle, an individual may receive credit, one time only, for service as an instructor for one of the following, an approved EMT-I, EMT-II, or paramedic training program, except that the hours of service shall not exceed fifty percent of the total CE hours required in a single certification or licensure cycle.

(12) When guided by the EMS service provider's QIP, an EMS service provider that is an approved CE provider may issue CEH for skills competency demonstrations to address any deficiencies identified by the service provider's QIP. Skills competency demonstration shall be conducted in accordance with the respective National Standard Curriculum skills outline or in accordance with the policies and procedures of the local EMS agency medical director.

(b) An individual may receive credit for taking the same CE course, class, or activity no more than two times during a single certification or licensure cycle.

(c) Local EMS agencies may not require additional continuing education hours for accreditation.

(d) If it is determined through a QIP that EMS personnel working in a local EMS system need remediation or refresher in an area of the individual's knowledge and/or skills, a local EMS agency medical director or an EMS service provider may require the EMS personnel to take an approved CE course with learning objectives that addresses the

remediation or refresher needed, as part of the individual's required hours of CE for maintaining certification or licensure.

(e) Because paramedic license renewal applications are due to the EMS Authority thirty days prior to the expiration date of a paramedic license, a continuing education course(s) taken in the last month of a paramedic's licensure cycle, may be applied to the paramedic's subsequent licensure cycle, if that CE course(s) was not applied to the licensure cycle during which the CE course(s) was taken.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

ARTICLE 3. CONTINUING EDUCATION RECORDS

§ 100392. Continuing Education Records.

(a) In order for CE to satisfy the requirements for maintaining EMS personnel certification or licensure, CE shall be completed during the current certification/licensure cycle, except as provided in Section 100391.1(e) of this Chapter, and shall be submitted to the appropriate certifying/licensing authority.

(b) In order for CE to satisfy the requirements for renewal of a lapsed certificate/license, CE shall be valid for a maximum of two years prior to the date of a completed application for certificate/license renewal.

(c) EMS personnel shall maintain for four years CE certificates issued to them by any CE provider.

(d) CE certificates may be audited for cause by the certifying/licensing authority or as part of the certifying/licensing authority's continuing education verification process.

(e) Approved CE provider record requirements are contained in Section 100395, subsections (b) and (l) of this Chapter.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

ARTICLE 4. CE PROVIDER APPROVAL PROCESS

§ 100393. Application for Approval.

(a) In order to be an approved CE provider, an organization or individual shall submit an application packet for approval to the appropriate CE approving authority, along with the fee specified by that authority.

(1) The fee assessed by the EMS Authority is specified in Section 100171(b)(7) of Chapter 4, Division 9, Title 22, California Code of Regulations.

(b) The application packet shall include, but may not be limited to:

(1) Name and address of the applicant;

(2) Name of the program director, program clinical director, and contact person, if other than the program director or clinical director;

(3) The type of entity or organization requesting approval; and,

(4) The resumes of the program director and the clinical director.

(c) The CE approving authority shall, within fourteen working days of receiving a request for approval, notify the CE provider that the request has been received, and shall specify what information, if any, is missing.

(d) The CE approving authority shall approve or disapprove the CE request within sixty calendar days of receipt of the completed request.

(e) If the CE request is approved, the CE approving authority shall issue a CE provider number according to the standardized sequence developed by the EMS Authority.

(f) The CE approving authority may approve CE providers for up to four years, and may monitor the compliance of CE providers to the standards established by the CE approving authority.

(g) When a CE provider is approved by either a local EMS agency or the EMS Authority, the CE provider is approved to conduct CE courses statewide.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

§ 100393.1. Application for Renewal.

(a) The CE provider shall submit an application for renewal at least sixty calendar days before the expiration date of their CE provider approval in order to maintain continuous approval.

(b) All CE provider requirements shall be met and maintained for renewal as specified in Section 100395 of this Chapter.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

ARTICLE 5. CE PROVIDER DENIAL/DISAPPROVAL PROCESS

§ 100394. CE Provider Disapproval.

(a) Noncompliance with any criterion required for CE provider approval, use of any unqualified teaching personnel, or noncompliance with any other applicable provision of this Chapter may result in denial, probation, suspension or revocation of CE provider approval by the CE approving authority.

(b) Notification of noncompliance and action to place on probation, suspend or revoke shall be carried out as follows:

(1) A CE approving authority shall notify the approved CE provider program director in writing, by certified mail, of the provision of this Chapter with which the CE provider is not in compliance.

(2) Within fifteen days of receipt of the notification of noncompliance, the approved CE provider shall submit in writing, by certified mail, to the approving authority one of the following:

(A) Evidence of compliance with the provisions of this Chapter, or

(B) A plan for meeting compliance with the provisions of this Chapter within sixty days from the date of receipt of the notification of noncompliance.

(3) Within fifteen days of receipt of the response from the approved CE provider, or within thirty days from the mailing date of the noncompliance notification if no response is received from the approved CE provider, the CE approving authority shall notify the EMS Authority and the approved CE provider in writing, by certified mail, of the decision to accept the evidence of compliance, accept the plan for meeting compliance, or place on probation, suspend or revoke the CE provider approval.

(4) If the CE provider approving authority decides to place on probation, suspend or revoke the CE provider's approval, the notification specified in sub-section (b)(3) of this section shall include the beginning and ending dates of the probation or suspension and the terms and conditions for lifting of the probation or suspension or the effective date of the revocation, which may not be less than sixty days from the date of the CE approving authority's letter of decision to the EMS Authority and the CE provider.

(c) If CE provider status is suspended or revoked, approval for CE credit shall be withdrawn for all CE programs scheduled after the date of action.

(d) The CE approving authority shall notify the EMS Authority of each CE provider approved, placed on probation, suspended or revoked within its jurisdiction within thirty calendar days of action.

(e) The EMS Authority shall maintain a list of all CE providers that are approved, placed on probation, suspended or revoked and shall post the listing on the EMS Authority's website.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code; and Section 15376, Government Code.

ARTICLE 6. CE PROVIDERS FOR EMS PERSONNEL

§ 100395. CE Provider Requirements.

(a) In order to be approved as an EMS continuing education provider, the provisions in this Section shall be met.

(1) The applicant shall submit an application packet as specified in Section 100393(b) of this Chapter and any required fee to the approving authority at least sixty calendar days prior to the date of the first educational activity.

(b) An approved CE provider shall ensure that:

(1) The content of all CE is relevant, designed to enhance the practice of EMS emergency medical care, and be related to the knowledge base or technical skills required for the practice of emergency medical care.

(2) Records shall be maintained for four years and shall contain the following:

(A) Complete outlines for each course given, including a brief overview, instructional objectives, comprehensive topical outline, method of evaluation and a record of participant performance;

(B) Record of time, place, and date each course is given and the number of CE hours granted;

(C) A curriculum vitae or resume for each instructor;

(D) A roster signed by course participants, or in the case of media based/serial production courses, a roster of course participants, to include name and certificate or license number of EMS personnel taking any CE course, class, or activity and a record of any course completion certificate(s) issued.

(c) The CE approving authority shall be notified within thirty calendar days of any change in name, address, telephone number, program director, clinical director or contact person.

(d) All records shall be made available to the CE approving authority upon request. A CE provider shall be subject to scheduled site visits by the approving authority.

(e) Individual classes, courses or activities shall be open for scheduled or unscheduled visits by the CE approving authority and/or the local EMS agency in whose jurisdiction the CE course, class or activity is being offered.

(f) Each CE provider shall provide for the functions of administrative direction, medical quality coordination and actual program instruction through the designation of a program director, a clinical director and instructors. Nothing in this section precludes the same individual from being responsible for more than one of these functions.

(g) Each CE provider shall have an approved program director, who is qualified by education and experience in methods, materials and evaluation of instruction, which shall be documented by at least forty hours in teaching methodology. Following, but not limited to, are examples of courses that meet the required instruction in teaching methodology:

(1) California State Fire Marshal (CSFM) "Fire Instructor 1A and 1B"; or

(2) National Fire Academy (NFA) "Fire Service Instructional Methodology" course; or

(3) a training program that meets the U. S. Department of Transportation/National Highway Traffic Safety Administration 2002 Guidelines for Educating EMS Instructors, such as the EMS Educator Course of the National Association of EMS Educators.

(4) Individuals with equivalent experience may be provisionally approved for up to two years by the approving authority pending completion of the above specified requirements. Individuals with equivalent experience who teach in geographic areas where training resources are limited and who do not meet the above program director requirements may be approved upon review of experience and demonstration of capabilities.

(h) The duties of the program director shall include, but not be limited to:

(1) Administering the CE program and ensuring adherence to state regulations and established local policies.

(2) Approving course, class, or activity, including instructional objectives, and assigning CEH to any CE program which the CE provider sponsors; approving all methods of evaluation, coordinating all clinical and field activities approved for CE credit; approving the instructor(s) and signing all course, class, or activity completion records and maintaining those records in a manner consistent with these guidelines. The responsibility for signing course, class, or activity completion records may be delegated to the course, class, or activity instructor.

(i) Each CE provider shall have an approved clinical director who is currently licensed as a physician, registered nurse, physician assistant, or paramedic. In addition, the clinical director shall have had two years of academic, administrative or clinical experience in emergency medicine or EMS care within the last five years. The duties of the clinical director shall include, but not be limited to, monitoring all clinical and field activities approved for CE credit, approving the instructor(s), and monitoring the overall quality of the EMS content of the program.

(j) Each CE provider instructor shall be approved by the program director and clinical director as qualified to teach the topics assigned, or have evidence of specialized training which may include, but is not limited to, a certificate of training or an advanced degree in a given subject area, or have at least one year of experience within the last two years in the specialized area in which they are teaching, or be knowledgeable, skillful and current in the subject matter of the course, class or activity.

(k) Continuing education credit shall be assigned on the following basis:

(1) Classes or activities less than one CEH in duration will not be approved.

(2) For courses greater than one CEH, credit may be granted in no less than half hour increments.

(l) Each CE provider shall maintain for four years:

(1) Records on each course, class, or activity including, but not limited to, title, objectives, outlines, qualification of instructors, dates of instruction, location, participant rosters, sample tests or other methods of evaluation, and records of course, class, or activity completions issued.

(2) Summaries of test results, or other methods of evaluation. The type of evaluation used may vary according to the instructor, content of program, number of participants and method of presentation.

(m) Providers shall issue to the participant a tamper resistant document or certificate of proof of successful completion of a course, class, or activity within thirty calendar days of completion of the course, class, or activity. The CE certificate or documentation of successful completion must contain the name of participant, certificate or license number, class title, CE provider name and address, date of course, class, or activity and signature of program director or class instructor. A digitally reproduced signature of the program director or class instructor is acceptable for media based/serial production CE courses. In addition, the following statements shall be printed on the certificate of completion with the appropriate information filled in:

“This course has been approved for (number) hours of continuing education by an approved California EMS CE Provider and was (check one) _____ instructor-based, _____ non-instructor based”. “This document must be retained for a period of four years”

“California EMS CE Provider # _____ - _____”

(n) Information disseminated by CE providers publicizing CE must include at a minimum the following:

(1) CE provider's policy on refunds in cases of nonattendance by the registrant or cancellation by provider;

(2) a clear, concise description of the course, class or activity content, objectives and the intended target audience (e.g. paramedic, EMT-II, EMT-I, First Responder or all);

(3) CE provider name, as officially on file with the approving authority; and

(4) specification of the number of CE hours to be granted. Copies of all advertisements disseminated to the public shall be sent to the approving authority and the local EMS agency in whose jurisdiction the course, class, or activity is conducted prior to the beginning of the course, class, or activity. However, the approving authority or the local EMS agency may request that copies of the advertisements not be sent to them.

(o) When two or more CE providers co-sponsor a course, class, or activity, only one approved CE provider number will be used for that course, class, or activity and the CE provider, whose number is used, assumes the responsibility for meeting all applicable requirements of this Chapter.

(p) An approved CE provider may sponsor an organization or individual that wishes to provide a single course, class or activity. The approved CE provider shall be responsible for ensuring the course, class, or activity meets all requirements and shall serve as the CE provider of record. The approved CE provider shall review the request to ensure that the course, class, or activity complies with the minimum requirements of this Chapter.

Note: Authority cited: Sections 1797.107, 1797.172, 1797.174, 1797.175, 1797.185 and 1797.194, Health and Safety Code. Reference: Sections 1797.7, 1797.172, 1797.185 and 1797.214, Health and Safety Code.

CoA

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING	}	ORDINANCE NO. -CS
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	}	
<hr/>		

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 Fees and Charges.

(a) All service connections shall be metered.

(b) 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:

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

(c) 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.

(d) Standby Charges (this rate is in addition to the water 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) 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:

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 8th day of April, 2014.

JOHN S. LAZAR, Mayor

ATTEST:

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



Council Synopsis

7A

April 8, 2014

From: Fire Chief Tim Lohman

Prepared by: Robert E. Boyd, Neighborhood Services Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

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

2. DISCUSSION OF ISSUE:

The City Council has previously declared certain weeds, obnoxious growth, and other debris on property and abandoned vehicles to be a nuisance and the City has ordered abatement of such nuisances on certain properties.

3. BASIS FOR RECOMMENDATION:

Assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount of fifty-eight percent (58%) of the cost of the abatement.

Strategic Plan Initiative: G) SOCIAL INFRASTRUCTURE – HOUSING RESOURCES

Goal(s): 1(a)(i) Nuisance abatement

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

Budget Amendment

Reimbursement costs of abatement plus administrative fee of 58% into account 110-20-220.35062 "Abatement Revenue."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A). Council may wish to consider not assessing the property owners for reimbursement of abatement costs plus administrative fees. This would put a financial burden on the budget.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING }
PROPERTIES FOR ABATEMENT COSTS }
AND ESTABLISHING A LIEN FOR }
PAYMENT }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City Council has previously declared certain weeds, obnoxious growth and other debris on property and abandoned vehicles to be a nuisance, and the City has ordered abatement of such nuisances on certain properties; and

WHEREAS, the City Council has held a hearing on the costs assessed to the owners of properties containing such nuisances and abated by the City, together with administrative costs of fifty-eight (58%) percent of the cost of the abatement; and

WHEREAS, the City Council has heard objections to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby confirm that the assessments and liens are hereby placed on the following described properties for weed abatement assessment together with administrative costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT "A"

NAME OF OWNER	LOCATION OF PROPERTY	ABATEMENT		AMOUNT ASSESSED
		DATE	NUMBER	
TIMOTHY & JANICE JONES 599 S. MINARET ST TURLOCK CA 95380	599 S. MINARET ST	12/4/13	043-025-044-000	\$114.88
AMIR CHAUDRY 137 SHOOTING STAR ISLE FOSTER CITY CA 94404	0 MARYANNE DR	12/4/13	089-014-036-000	\$737.54
EDIK & CYNTHIA POURKALDANI PO BOX 1662 RAWLINS NY 82301	4561 TRADITIONS DR	12/4/13	071-069-012-000	\$737.67
LARA M. SALAZAR 1311 E. COOPER AVE TURLOCK CA 95380	1311 E. COOPER AVE	12/4/13	061-032-043-000	\$114.88
YOWAW Y. YOUNAN, ET AL 260 DE PAUW DR TURLOCK CA 95382	260 DE PAUW DR	12/4/13	071-016-007-000	\$114.88
ALBOR ANTINIO 3433 SANTA FE RIVERBANK CA 95367	296 ANGELUS ST	2/18/14	050-031-028-000	\$205.73
HANDLEY MICHAEL STEVEN 460 VASSAR AVE TURLOCK CA 95382	460 VASSAR AVE	2/18/14	072-030-034-000	\$415.30



Council Synopsis

January 14, 2014

TB

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Assessing properties for sidewalk repair costs and establishing a lien for payment

2. DISCUSSION OF ISSUE:

When the City is notified of a sidewalk that is out of repair and in a condition to endanger persons or property, staff immediately respond and initiate the sidewalk repair process. Staff places appropriate signage at the location of the hazard and mails a letter to the property owner regarding their statutory obligation to repair the hazard.

Initially we seek voluntary compliance and provide property owners with 10 days to respond to the initial notice. City staff will work with responsive property owners if an extension is necessary and also provide financial assistance to those who qualify. The Sidewalk Cost Share Program and Sidewalk Encroachment Permit Fee Relief Program are intended to alleviate some of the financial burden for property owners.

For non-responsive property owners, a second notice will be posted at the real property location, adjacent to where the out of repair sidewalk is located and the property owner will be provided two weeks to make the necessary repairs in accordance with State law. If the property owner does not respond to the second notice, the City is required to make the repair and the cost of those repairs may become a lien on the property.

The City Council has previously declared sidewalk areas remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and requires all owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, repair and maintain such sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Turlock's costs of inspection and administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

3. BASIS FOR RECOMMENDATION:

Chapter 22 of Division 7, Part 3, of the State of California Streets and Highways Code

Turlock Municipal Code 7-2-601 Maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches.

Strategic Plan Initiative:

H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal: a). Community Infrastructure

- i) Strive to provide safe and well-maintained sidewalks for the citizens of Turlock by working with the citizens to facilitate repairs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None.

Budget Amendment:

Reimbursement costs of repairs into account 217-50-510.35350 "Sidewalk Repair Program"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A). Council may consider not assessing the property owners for reimbursement of frontage improvement repair costs. This would put a financial burden on the budget and would place those property owners who have maintained their sidewalk areas at a disadvantage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ASSESSING }
PROPERTIES FOR SIDEWALK REPAIR }
COSTS AND ESTABLISHING A LIEN FOR }
PAYMENT }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City Council has held a hearing on the report prepared and filed by the Superintendent of Streets on the costs assessed to the owners of properties adjacent to such nuisances and repaired by the City; and

WHEREAS, the City Council has heard the report together with any objections or protests which was raised by any of the property owners liable to be assessed for the work of making such repairs and any other interest party to such assessments and rules thereon.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby confirm the report and the assessments and liens are hereby placed on the following described properties for sidewalk repair costs in the amount set forth in the attached Exhibit "A" which is made a part of this Resolution by reference.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Finance Director is hereby ordered to record a lien on the above properties for which assessments have not been paid within thirty (30) days from the date of this Resolution.

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

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

EXHIBIT "A"
REPORT OF REPAIRS WHICH HAVE BEEN MADE

NAME OF OWNER	DESCRIPTION OF REAL PROPERTY ADJACENT TO WHERE REPAIRS HAVE BEEN MADE	REPAIRS WHICH HAVE BEEN MADE	ABATEMENT		COST OF REPAIRS	AMOUNT OF ASSESSMENT
			DATE	NUMBER		
Arturo & Elia Nino 4093 Tapestry Way Turlock, Ca 95382	1343 Paseo Belleza	Sidewalk Repair	2/13/14	071-067-028-000	\$5,069.48	\$5,069.48
Feuna Shahbazian 3075 Cajun Ct. Turlock, Ca 95382	3075 Cajun Ct.	Sidewalk Repair	2/26/14	072-013-028-000	\$3,163.49	\$3,163.49



Council Synopsis

7C
April 8, 2014

From: Phaedra A. Norton, City Attorney

Prepared by: Phaedra A. Norton, City Attorney

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Ordinance: Adding Turlock Municipal Code Title 2, Chapter 12, regarding Campaign Contributions

2. DISCUSSION OF ISSUE:

At the February 11, 2013 City Council meeting, the Council considered adding a chapter to the Turlock Municipal Code regarding campaign contributions. After input from the citizens, the item was continued in order to allow Council Members Bublak and Nascimento the opportunity to work collaboratively to bring forward a recommended ordinance for Council consideration.

The attached ordinance is the product of that collaborative effort. This ordinance, if adopted, would impose additional campaign contribution reporting obligations on the Mayor and members of the City Council.

Any campaign contribution meeting the following requirements would be required to be reported on a form designated by the City Clerk:

- (1) The campaign contribution has not been previously reported to the City Clerk as required under State law; and
- (2) The campaign contribution is in an amount that is required to be itemized under State law; and
- (3) The campaign contribution is from a person or entity with a financial interest in any matter on the City Council agenda.

In order to promote transparency, the state required form for reporting campaign contributions and any report filed with the City Clerk pursuant to this new Chapter will be posted on the City's website.

3. BASIS FOR RECOMMENDATION:

N/A

Strategic Plan Initiative:

Not specifically identified within the City Strategic Plan.

4. FISCAL IMPACT / BUDGET AMENDMENT:

None

5. CITY MANAGER'S COMMENTS:

N/A

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A). Take no action.
- B). Modify the proposed ordinance.
- C). Direct staff to research and develop other options for Council consideration.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ADDING TURLOCK }
MUNICIPAL CODE TITLE 2, CHAPTER 12, }
REGARDING CAMPAIGN CONTRIBUTIONS }
_____ }

ORDINANCE NO. -CS

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

SECTION 1. AMENDMENT: Title 2, Chapter 12 is hereby added to read as follows:

2-12-01 Reporting obligation.

(a) In addition to the requirements under State law for reporting campaign contributions, the mayor and members of the City Council shall be subject to additional reporting obligations for campaign contributions that meet all of the following requirements:

(1) The campaign contribution has not been previously reported to the City Clerk as required under State law; and

(2) The campaign contribution is in an amount that is required to be itemized under State law; and

(3) The campaign contribution is from a person or entity with a financial interest in any matter on the City Council agenda.

A campaign contribution meeting these requirements shall be reported in writing to the City Clerk by the mayor or the member of the City Council receiving it at least five (5) calendar days prior to the meeting at which the matter is to be heard.

(b) Any reporting required under this Section shall be filed on a form designated by the City Clerk.

(c) The City Clerk shall make any report filed under this Section available to the public within one (1) business day of receipt from the mayor or the member of the City Council and shall post it on the City's website.

SECTION 2. VALIDITY: If any section, subsection, sentence, clause, word, or phrase of this ordinance is held to be unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remainder of this ordinance. The Turlock City Council hereby declares that they would have passed this ordinance, and each section, subsection, sentence, clause, word, or phrase thereof, irrespective of the fact that one or more section, subsection, sentence, clause, word, or phrase be declared invalid or unconstitutional.

SECTION 3. ENACTMENT: Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this ___ day of _____, 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
April 8, 2014

From: Robert Jackson, Police Chief

Prepared by: Steven Williams, Police Captain

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the Police Department to recruit for the classification of Police Officer Trainee and sponsor successful applicants through a police academy

2. DISCUSSION OF ISSUE:

Authorized for an allocated strength of seventy-four (74) sworn positions, the Police Department currently carries six (6) vacancies at the rank of Police Officer II. These vacancies are a result of attrition for a variety of reasons.

The Police Department has actively engaged in recruitment efforts, through traditional practices, to fill these vacancies. The traditional practice includes recruiting for entry-level and/or lateral police officers. An entry-level police officer is an individual who has successfully completed a police academy but has not passed a probationary period employed as a police officer in a California police agency. A lateral police officer is an individual who has both successfully completed a police academy and has completed a probationary period with a California police agency.

As with many other law enforcement agencies in California, the Turlock Police Department has found it difficult to identify enough entry-level and/or lateral police officer candidates to fill the vacant positions without lowering the high standards which our community has rightfully come to expect.

Staff has identified a supplement to the traditional recruitment effort which we believe will be successful. In addition to continuing its recruitment effort through traditional practices, the Police Department intends to recruit for the classification of Police Officer Trainee.

The Police Officer Trainee job classification has already been established and approved by the Human Resources Manager as well as the Turlock City Council. Last used in 2007, the Police Officer Trainee classification will allow the Police Department to hire individuals and sponsor them through a Police Officer Standards and Training (POST) approved police academy.

Recruiting for the classification of Police Officer Trainee will not result in a net increase in authorized sworn staffing. The Turlock Police Department will recruit for a combination of trainee, entry-level, and lateral police officers until it reaches its authorized strength of seventy-four (74) sworn officers.

3. BASIS FOR RECOMMENDATION:

Recruiting for the classification of Police Officer Trainee will increase the available applicant pool to include those who have not attended a POST police academy. Focusing recruitment efforts on individuals who have a vested interest in the City of Turlock, but have been unable to attend a police academy will also enhance our employee retention strategy.

A typical police academy requires six (6) months of intensive training consisting of a schedule of Monday through Friday from 8:00am until 5:00pm. It is our belief that there are community members who have strong roots and ties to the City of Turlock but have not been able to commit this time to attending a police academy because of their need to work their current job to support their family. This recruitment effort will provide financial stability for those individuals to make the commitment that would require them to resign from their current employment, attend a police academy, and serve as a Turlock Police Officer.

It is important to note that the Police Trainee recruitment effort will not result in an increase in allocated funding to the Police Department relative to the FY13-14 budget. The funding strategy is described below under Fiscal Impact.

Strategic Plan Initiative:

Strategic Plan Initiative: A) EFFECTIVE LEADERSHIP

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funding for this recruitment effort will be accomplished by reappropriating the difference between budgeted salary and benefits for a vacated Police Officer II position and the amounts established for the classification of a Police Officer Trainee position.

The cost of sponsoring an individual through a police academy is estimated at \$7,040 - \$28,765 depending on which police academy is selected by the Police Department. It is anticipated that the actual cost will be less than \$10,000. There will be a strong preference to select a police academy which is within a proximity to the City of Turlock that would be reasonable to expect the Trainee to commute

as opposed to fund the cost a daily lodging. An estimate of the funding necessary for academy sponsorship is identified below:

	Low Estimate	High Estimate	Anticipated
Police Academy	\$ 2,500	\$ 6,000	\$ 4,100
Lodging	\$ 0	\$ 16,250	\$ 0
Per Diem (Agreement)	\$ 3,900	\$ 3,900	\$ 3,900
Contingency	\$ 640	\$ 2,615	\$ 2,000
TOTAL	\$ 7,040	\$ 28,765	\$ 10,000

The difference between FY13-14 budgeted expenses for a vacated Police Officer II and an anticipated Police Officer Trainee is between \$31,410 and \$43,185, depending on the rate and step of the employee at the time the position was vacated. Even using the high estimate above, the difference between the FY13-14 budgeted amount of a Police Officer II and the anticipated cost of salary and benefits for a Police Officer Trainee, this recruitment effort will result in an initial decrease in allocated funding to the Police Department for FY14-15.

Staff anticipates the first Police Officer Trainee will be hired August 1, 2014. Given this, there is no need to amend the budget for FY13-14. Presentation of the recommended FY14-15 General Fund budget from the Police Department will include the expenses necessary for this recruitment effort.

5. CITY MANAGER’S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

- A). Disallow the Police Department to recruit for the classification of Police Officer Trainee.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
POLICE DEPARTMENT TO RECRUIT FOR }
THE CLASSIFICATION OF POLICE }
OFFICER TRAINEE AND SPONSOR }
SUCCESSFUL APPLICANTS THROUGH A }
POLICE ACADEMY }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the Police Department is authorized for a sworn staffing strength of seventy-four (74) police officers; and

WHEREAS, as a result of attrition, the Police Department currently carries six (6) vacancies at the rank of Police Officer; and

WHEREAS, traditional recruitment efforts, alone, have been unsuccessful in keeping pace with the rate of attrition; and

WHEREAS, the Police Department has identified a supplement to the traditional recruitment effort in the form of hiring Police Officer Trainees and sponsoring these individuals through a police academy; and

WHEREAS, the Police Officer Trainee recruitment strategy will result in neither a net increase in authorized sworn staffing levels, nor an increase in funding relative to the FY13-14 budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Turlock does hereby authorize the Police Department to recruit for the classification of Police Officer Trainee and sponsor successful applicants through a police academy.

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:

ATTEST:

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