

City Council Agenda



JULY 22, 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. Recognition: Turlock American Little League District Championships
3. **A. SPECIAL BRIEFINGS:** None
 B. STAFF UPDATES
 1. National Night Out (*Jackson*)
 2. Emanuel Medical Center, Inc. – Prepayment and Defeasance of Certificates of Participation (*Lorenzi*)

C. PUBLIC PARTICIPATION

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

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

4. A. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR

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

- A. Resolution: Accepting Demands of 6/19/14 in the amount of \$1,111,298.17; Demands of 6/26/14 in the amount of \$388,218.37
- B. Motion: Accepting Minutes of Regular Meeting of July 8, 2014; Special Meeting of July 8, 2014
- C.
 1. Motion: Approving Contract Change Order No. 2 (Final) in the amount of \$27,056.20 (Fund 215) with George Reed Inc., of Modesto, California, for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements," bringing the contract total to \$387,156.20
 2. Motion: Accepting improvements for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements," and authorizing the City Engineer to file a Notice of Completion
- D. Motion: Approving Contract Change Order No. 1 in the amount of \$43,984.16 (Fund 217) for City Project No. 12-45, "Monte Vista Avenue Rehabilitation," bringing the contract total to \$931,021.41
- E.
 1. Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$6,886.53 (Fund 410) with Air Solutions Inc., of Sacramento, California, for City Project No. 13-55, "HVAC Unit Replacement and Roofing at TRWQCF Operations Building"
 2. Motion: Accepting improvements for City Project No. 13-55, "HVAC Unit Replacement and Roofing at TRWQCF Operations Building," and authorizing the City Engineer to file a Notice of Completion
- F.
 1. Motion: Awarding bid and approving an agreement for Fiscal Years 2014-2016 in an amount not to exceed \$150,000 with DF Engineering, Inc., of Modesto, California, for City Project No. 14-35, "RFQ for Engineering and Surveying Services Retainer Agreement"
 2. Motion: Awarding bid and approving an agreement for Fiscal Years 2014-2016 in an amount not to exceed \$150,000 with GDR Engineering, Inc., of Ceres, California, for City Project No. 14-35, "RFQ for Engineering and Surveying Services Retainer Agreement"
- G. Motion: Awarding bid and approving an agreement for Fiscal Years 2014-2016 in an amount not to exceed \$100,000 with WMB Architects, Inc., of Stockton, California, for City Project No. 14-36, "RFQ for Architectural Services Retainer Agreement"
- H. Motion: Accepting notification of Contract Change Order No. 5 (Final) in the amount of \$2,124 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 04 - Landscaping, bringing the contract total to \$235,308

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- I. 1. Motion: Approving a reimbursement agreement between McDonald's USA, LLC, Gryphon Capital, LLC and the City of Turlock, in an amount not to exceed \$413,156.20, for construction of East Avenue Public Improvements identified in the Capital Facilities Program Fee Nexus Study
2. Resolution: Appropriating \$413,156.20 to account number 305-40-440.43272 "Reimburse Developers" from CFF Transportation Reserve for reimbursement of East Avenue Public Improvements constructed by McDonald's USA, LLC, as identified in the Capital Facility Fee Nexus Study
 - J. Resolution: Authorizing the refund of \$18,113.90 to the State of California, Department of Housing and Community Development, for program income funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan, and appropriating \$18,114 to account number 258-41-496.47312 "Reimbursement to HCD for Fiscal Year 2013-14"
 - K. Resolution: Re-appropriating \$1,088 to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" from Fund 270 "Recreation Grants" reserve balance for a summer recreation program at Denair Park
 - L. Resolution: Re-appropriating unspent funds from Fiscal Year 2013-14 in the amount of \$85,993 to account number 112-10-116.51156 "Police Motorcycles" from Fund 112 "General Fund Reserve for Capital Purchases" reserve balance, for the purchase of three (3) replacement marked police motorcycles for the Turlock Police Department from Long Beach BMW Motorcycles, California
 - M. Resolution: Accepting a grant award in the amount of \$7,500 from the State of California Department of Food and Agriculture Municipal Shelter Spay/Neuter Grant program and appropriating \$7,500 to both revenue account 266-20-255-348.35069 "Animal Services - Spay & Neuter Grant" and expenditure account 266-20-255-348.47153 "Animal Services - Spay & Neuter Grant"
 - N. Resolution: Authorizing approval to enter into contracts to maintain medical and prescription coverage, including dental, vision, and long term disability coverage for Fiscal Year 2014-15
 - O. Resolution: Authorizing approval to enter into a contract to maintain insurance coverage for Crime Shield Coverage for Fiscal Year 2014-15
 - P. Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2014-15
 - Q. Resolution: Authorizing approval to enter into contracts to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2014-15
 - R. Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Property Programs for Fiscal Year 2014-15
 - S. Motion: Designating Mayor John Lazar as the voting delegate and Councilmembers Forrest White and Bill DeHart as alternate voting delegates at the League of California Cities' Annual Business meeting on Friday, September 5, 2014, in Los Angeles, California

6. **FINAL READINGS:** None

7. PUBLIC HEARINGS

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

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

Recommended Action:

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

- B. ***This item has been canceled and will be renoticed for future consideration.***
Consideration of adoption of a negative declaration by the City of Turlock for the exchange of recycled water discharged into the San Joaquin River for transfer of San Joaquin River water to Del Puerto Irrigation District via Patterson Irrigation District.
(*Cooke*)

- C. ***Council will take action to continue this item at the request of the involved parties. Item will be continued to the August 26, 2014 City Council meeting.*** Request to deny the appeal and affirming the Planning Commission Decision approving Minor Discretionary Permit 2014-01; Adopting Mitigated Negative Declaration of Environmental Effect, incorporating the mitigation measures found in the Initial Study and Mitigation Monitoring Program prepared for this project, and having made the findings contained in the attached Draft City Council Resolution; and Approving Minor Discretionary Permit 2014-01 (Taco Bell). (*Pitcock*)

Recommended Action:

Motion: Denying the appeal and affirming the Planning Commission Decision approving Minor Discretionary Permit 2014-01

Motion: Adopting a Mitigated Negative Declaration of Environmental Effect, incorporating the mitigation measures found in the Initial Study and Mitigation Monitoring Program prepared for this project, and having made the findings contained in the attached Draft City Council Resolution

Resolution: Approving Minor Discretionary Permit 2014-01 (Taco Bell)

8. SCHEDULED MATTERS:

- A. Request to approve Amendment No. 1 to the retainer agreement with Bender Rosenthal, Inc., of Sacramento, California, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement," to increase the maximum allowable compensation to \$150,000. (*Pitcock*)

Motion: Approving Amendment No. 1 to the retainer agreement with Bender Rosenthal, Inc., of Sacramento, California, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement," to increase the maximum allowable compensation to \$150,000

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 Analyst, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Parks, Recreation & Public Facilities Director, Parks, Recreation & Public Facilities Superintendent, 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

B. **Conference with Labor Negotiators, Cal. Gov't Code §54957.6**

“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 Negotiator: Mayor John Lazar

Unrepresented Employees: City Manager, City Attorney

12. ADJOURNMENT

2A

IN HONOR OF
TURLOCK AMERICAN LITTLE LEAGUE, 11 YEAR-OLDS
2014 ALL-STARS, DISTRICT 73 CHAMPIONS
JULY 22, 2014

WHEREAS, the sport of baseball, which has expressed the heart and character of America for many years, has been properly recognized as our nation's pastime; and

WHEREAS, Turlock's very own Turlock American Little League 11 year-olds recently won the title of 2014 All Stars and 2014 District 73 Champions; and

WHEREAS, this has been an exciting, hard-fought, and successful baseball season for this impressive team; and

WHEREAS, the team's accomplishments are consistent with the players, coaches, and parents' dedication to teamwork, practice, personal excellence, personal growth, and team unity; and

WHEREAS, through the guidance and leadership of their coaches, Little League Baseball programs assist youth in developing discipline, teamwork, healthy habits and becoming productive citizens; and

WHEREAS, our City is proud of the recognition the Turlock American Little League 11 year-olds have earned and the fine publicity they have brought to our community by their good sportsmanship and inspired team play.

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 honor the "TURLOCK AMERICAN LITTLE LEAGUE 11 YEAR-OLDS" for their outstanding achievement and commend them for their outstanding display of athleticism and sportsmanship.

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 22nd day of July, 2014.

JOHN 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 6/19/14 IN THE AMOUNT OF }
\$1,111,298.17; DEMANDS OF 6/26/14 IN THE }
AMOUNT OF \$388,218.37 }
_____ }

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: |
|-------------|-------------------|
| 6/19/14 | \$1,111,298.17 |
| 6/26/14 | \$388,218.37 |

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July, 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: 6/13/2014 - To Payment Date: 6/19/2014

5A

| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|--------|---------------------------------------|--------|-------------|----------------------------|------------------|-----------------------------|-----------------------|----------------------|------------|
| 98071 | 06/13/2014 | Open | | | Accounts Payable | BURTON'S FIRE APPARATUS | \$225.01 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | \$225.01 | |
| 98072 | 06/13/2014 | Open | | | Accounts Payable | COMBINED BENEFITS ADMIN C | \$158,248.05 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 511 - Health Care | | | 511.11000 (Cash) | | | | \$158,248.05 | |
| 98073 | 06/17/2014 | Open | | | Accounts Payable | COSTCO | \$5,821.80 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | \$588.22 | |
| | 204 - AB 939 Integrated Waste Mgmt | | | 204.11000 (Cash) | | | | \$256.09 | |
| | 270 - Recreation Grants | | | 270.11000 (Cash) | | | | \$4,977.49 | |
| 98074 | 06/19/2014 | Open | | | Accounts Payable | ALLIANCE SBDC | \$100.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 121 - Tourism-City Share & Econ Devel | | | 121.11000 (Cash) | | | | \$100.00 | |
| 98075 | 06/19/2014 | Open | | | Accounts Payable | AMERICAN CANCER SOCIETY | \$366.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | \$366.00 | |
| 98076 | 06/19/2014 | Open | | | Accounts Payable | AMERICAN RED CROSS | \$132.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | \$132.00 | |
| 98077 | 06/19/2014 | Open | | | Accounts Payable | APPLIED PEST MANAGEMENT INC | \$220.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | | \$220.00 | |
| 98078 | 06/19/2014 | Open | | | Accounts Payable | BALSWICK'S TIRE SHOP INC | \$3,105.15 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | \$3,105.15 | |
| 98079 | 06/19/2014 | Open | | | Accounts Payable | BONANDER TRUCKS | \$121.69 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | \$121.69 | |
| 98080 | 06/19/2014 | Open | | | Accounts Payable | BURTON'S FIRE APPARATUS | \$8,810.73 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | \$8,810.73 | |
| 98081 | 06/19/2014 | Open | | | Accounts Payable | BYTWARE INC | \$1,632.00 | | |

Payment Register

From Payment Date: 6/13/2014 - To Payment Date: 6/19/2014

| Paying Fund | Cash Account | Amount |
|-------------|---|--------------|
| 98082 | 110 - General Fund 110.11000 (Cash) | \$1,632.00 |
| | Accounts Payable | |
| | CARNEGIE ARTS CENTER FOUNDATION | \$250.00 |
| 98083 | 110 - General Fund 110.11000 (Cash) | \$250.00 |
| | Accounts Payable | |
| | CENTRAL VALLEY ELECTRONIC | \$398.87 |
| 98084 | 240 - Small Equipment Replacement 240.11000 (Cash) | \$398.87 |
| | Accounts Payable | |
| | CHILDREN'S CRISIS CENTER | \$576.00 |
| 98085 | 104 - Payroll Clearing Fund 104.11000 (Cash) | \$576.00 |
| | Accounts Payable | |
| | CINCINNATI LIFE INS INC | \$815.78 |
| 98086 | 104 - Payroll Clearing Fund 104.11000 (Cash) | \$815.78 |
| | Accounts Payable | |
| | CITY OF TURLOCK - CASH | \$169.69 |
| 98087 | 110 - General Fund 110.11000 (Cash) | \$96.73 |
| | Accounts Payable | |
| | 204 - AB 939 Integrated Waste Mgmt | \$19.46 |
| | 217 - Streets - Gas Tax | \$7.50 |
| | 410 - WATER QUALITY CONTROL (WQC) | \$12.47 |
| | 420 - WATER | \$31.53 |
| | 426 - Transit - Fixed Route | \$2.00 |
| 98088 | 110 - General Fund 110.11000 (Cash) | \$1,896.00 |
| | Accounts Payable | |
| | CITY OF TURLOCK COMMUNITY | \$4,486.00 |
| 98089 | 217 - Streets - Gas Tax 217.11000 (Cash) | \$469.00 |
| | Accounts Payable | |
| | CLARK PEST CONTROL INC | \$4,017.00 |
| 98090 | 410 - WATER QUALITY CONTROL (WQC) 410.11000 (Cash) | \$4,017.00 |
| | Accounts Payable | |
| | COMBINED BENEFITS ADMIN C | \$148,864.97 |
| 98090 | 511 - Health Care 511.11000 (Cash) | \$148,864.97 |
| | Accounts Payable | |
| | COMBINED BENEFITS ADMIN= | \$134,142.06 |
| 98090 | 511 - Health Care 511.11000 (Cash) | \$134,142.06 |

Payment Register

From Payment Date: 6/13/2014 - To Payment Date: 6/19/2014

| Account Number | Payment Date | Open | Account Name | Account Type | Account Name | Amount |
|----------------|--------------|------|-----------------------------------|------------------|---------------------------|------------|
| 98091 | 06/19/2014 | Open | 110 - General Fund | Cash Account | CURTIS & SONS INC, L N | \$1,204.32 |
| 98092 | 06/19/2014 | Open | 110.11000 (Cash) | Accounts Payable | CWEA | \$82.00 |
| 98093 | 06/19/2014 | Open | 410 - WATER QUALITY CONTROL (WQC) | Cash Account | DAILY BREAD | \$936.00 |
| 98094 | 06/19/2014 | Open | 104 - Payroll Clearing Fund | Cash Account | DAVIDSON'S TRAINING | \$750.00 |
| 98095 | 06/19/2014 | Open | 420 - WATER | Cash Account | DELTA WIRELESS & NETWORK | \$43.08 |
| 98096 | 06/19/2014 | Open | 110 - General Fund | Cash Account | ECONOMIC & PLANNING INC | \$2,590.00 |
| 98097 | 06/19/2014 | Open | 410 - WATER QUALITY CONTROL (WQC) | Cash Account | ELAP BRANCH | \$2,811.00 |
| 98098 | 06/19/2014 | Open | 420 - WATER | Cash Account | EMPLOYEE COMMUNITY CRISIS | \$324.00 |
| 98099 | 06/19/2014 | Open | 104 - Payroll Clearing Fund | Cash Account | ENGINEERED FIRE SYST INC | \$990.00 |
| 98100 | 06/19/2014 | Open | 110 - General Fund | Cash Account | FASTENAL COMPANY INC | \$1,692.95 |
| 98101 | 06/19/2014 | Open | 217 - Streets - Gas Tax | Cash Account | FELD FIRE | \$3,037.50 |
| | | | 410 - WATER QUALITY CONTROL (WQC) | Cash Account | | |
| | | | 110 - General Fund | Cash Account | | |
| | | | 110.11000 (Cash) | Accounts Payable | | \$3,037.50 |

Payment Register

From Payment Date: 6/13/2014 - To Payment Date: 6/19/2014

| Payment ID | Payment Date | Open | Account | Account Name | Account Type | Amount |
|------------|--------------|------|-----------------------------------|------------------------------------|------------------|-------------|
| 98102 | 06/19/2014 | Open | Cash Account | GEOANALYTICAL LAB INC | Accounts Payable | \$5,650.60 |
| | | | 410 - WATER QUALITY CONTROL (WQC) | | | \$3,881.25 |
| | | | 420 - WATER | | | \$1,769.35 |
| 98103 | 06/19/2014 | Open | Cash Account | GRADY COMPANY INC, KEN | Accounts Payable | \$1,733.56 |
| 98104 | 06/19/2014 | Open | Cash Account | GRAINGER INC, WW | Accounts Payable | \$41.44 |
| 98105 | 06/19/2014 | Open | Cash Account | HOSPICE OF EMANUEL | Accounts Payable | \$444.00 |
| 98106 | 06/19/2014 | Open | Cash Account | INNOVATIVE GLOBAL TECHNOLOGY GROUP | Accounts Payable | \$3,600.00 |
| 98107 | 06/19/2014 | Open | Cash Account | JUSTUS LAWNMOWER SHOP INC | Accounts Payable | \$1,811.29 |
| 98108 | 06/19/2014 | Open | Cash Account | KLEINFELDER INC | Accounts Payable | \$907.00 |
| 98109 | 06/19/2014 | Open | Cash Account | LOWE'S INC | Accounts Payable | \$2,034.08 |
| 98110 | 06/19/2014 | Open | Cash Account | LOZANO SMITH, LLP | Accounts Payable | \$1,930.50 |
| 98111 | 06/19/2014 | Open | Cash Account | MARKO CONSTRUCTION GROUP, INC | Accounts Payable | \$36,178.68 |
| 98112 | 06/19/2014 | Open | Cash Account | MAZE & ASSOCIATES | Accounts Payable | \$948.75 |
| | | | 110 - General Fund | | | \$948.75 |

Payment Register

From Payment Date: 6/13/2014 - To Payment Date: 6/19/2014

| | | | | | | |
|-------|---------------------------------------|------------|------|------------------|---------------------------|--------------|
| 98143 | 505 - Fleet | 06/19/2014 | Open | Accounts Payable | STANISLAUS CO PLANNING | \$41.04 |
| | Paying Fund | | | Cash Account | | \$32,799.07 |
| 98144 | 256 - Stanislaus Housing Consortia | 06/19/2014 | Open | Accounts Payable | STANISLAUS WILDLIFE CARE | \$174.00 |
| | Paying Fund | | | Cash Account | | \$600.00 |
| 98145 | 104 - Payroll Clearing Fund | 06/19/2014 | Open | Accounts Payable | STATE WATER RESOURCE CTNL | \$600.00 |
| | Paying Fund | | | Cash Account | | \$191,043.37 |
| 98146 | 410 - WATER QUALITY CONTROL (WQC) | 06/19/2014 | Open | Accounts Payable | T I D | \$81.40 |
| | Paying Fund | | | Cash Account | | \$50.89 |
| 98147 | 110 - General Fund | 06/19/2014 | Open | Accounts Payable | TG HYDRAULICS | \$877.07 |
| | Paying Fund | | | Cash Account | | \$30.51 |
| 98148 | 216 - Streets - Local Transportation | 06/19/2014 | Open | Accounts Payable | THERMO KING MODESTO INC | \$877.07 |
| | Paying Fund | | | Cash Account | | \$1,000.00 |
| 98149 | 426 - Transit - Fixed Route | 06/19/2014 | Open | Accounts Payable | TID | \$324.00 |
| | Paying Fund | | | Cash Account | | \$555.00 |
| 98150 | 215 - Streets - Grant Funded Projects | 06/19/2014 | Open | Accounts Payable | TOYS FOR TOTS | \$47,466.92 |
| | Paying Fund | | | Cash Account | | \$598.00 |
| 98151 | 104 - Payroll Clearing Fund | 06/19/2014 | Open | Accounts Payable | TURLOCK ANIMAL SERVICES | \$47,466.92 |
| | Paying Fund | | | Cash Account | | \$47,466.92 |
| 98152 | 104 - Payroll Clearing Fund | 06/19/2014 | Open | Accounts Payable | TURLOCK DOWNTOWN & | \$47,466.92 |
| | Paying Fund | | | Cash Account | | \$47,466.92 |
| 98153 | 706 - PBID #3 | 06/19/2014 | Open | Accounts Payable | TURLOCK POLICE CHAPLAINCY | \$47,466.92 |
| | Paying Fund | | | Cash Account | | \$47,466.92 |

Payment Register

From Payment Date: 6/13/2014 - To Payment Date: 6/19/2014

| | | | | | |
|-------|--|--------------------------------------|------------------|------------------------------------|----------------------|
| 98154 | 104 - Payroll Clearing Fund 06/19/2014 Open | 104.11000 (Cash) | Accounts Payable | TURLOCK POLICE WIDOWS & ORPHANS | \$598.00 |
| | Paying Fund | Cash Account | | | Amount |
| 98155 | 104 - Payroll Clearing Fund 06/19/2014 Open | 104.11000 (Cash) | Accounts Payable | TURLOCK RADIATOR SERVICE | \$1,563.00 |
| | Paying Fund | Cash Account | | | Amount |
| 98156 | 110 - General Fund 420 - WATER 06/19/2014 Open | 110.11000 (Cash) 420.11000 (Cash) | Accounts Payable | TURLOCK SCAVENGER CO INC | \$165.74 \$129.15 |
| | Paying Fund | Cash Account | | | Amount |
| 98157 | 110 - General Fund 06/19/2014 Open | 110.11000 (Cash) | Accounts Payable | TURLOCK TOGETHER | \$200,000.00 |
| | Paying Fund | Cash Account | | | Amount |
| 98158 | 104 - Payroll Clearing Fund 06/19/2014 Open | 104.11000 (Cash) | Accounts Payable | UNITED RENTAL INC | \$444.00 |
| | Paying Fund | Cash Account | | | Amount |
| 98159 | 420 - WATER 06/19/2014 Open | 420.11000 (Cash) | Accounts Payable | UNITED WAY OF STANISLAUS | \$1,503.52 |
| | Paying Fund | Cash Account | | | Amount |
| 98160 | 104 - Payroll Clearing Fund 06/19/2014 Open | 104.11000 (Cash) | Accounts Payable | US BANK | \$36.00 |
| | Paying Fund | Cash Account | | | Amount |
| 98161 | 420 - WATER 06/19/2014 Open | 420.11000 (Cash) | Accounts Payable | VAN DE POL ENTERPRISE INC | \$2,430.00 |
| | Paying Fund | Cash Account | | | Amount |
| 98162 | 110 - General Fund 06/19/2014 Open | 110.11000 (Cash) | Accounts Payable | VERIZON WIRELESS | \$538.51 |
| | Paying Fund | Cash Account | | | Amount |
| 98163 | 502 - Engineering 06/19/2014 Open | 502.11000 (Cash) | Accounts Payable | VISION SERVICE PLAN CA | \$516.77 |
| | Paying Fund | Cash Account | | | Amount |
| 98164 | 511 - Health Care 06/19/2014 Open | 511.11000 (Cash) | Accounts Payable | WESTSIDE MINISTRIES | \$5,220.65 |
| | Paying Fund | Cash Account | | | Amount |
| 98165 | 104 - Payroll Clearing Fund 06/19/2014 Open | 104.11000 (Cash) | Accounts Payable | ZAM COMMUNICATIONS | \$516.00 |
| | | | | | Amount |
| | | | | | \$6,582.38 |

Payment Register

From Payment Date: 6/13/2014 - To Payment Date: 6/19/2014

| Paying Fund | Cash Account | Amount |
|-----------------------------------|-------------------------------------|----------------|
| 305 - Capital Facility Fees | 305.11000 (Cash) | \$6,582.38 |
| 06/19/2014 Voided | INCORRECT ENTRY | |
| 06/20/2014 | Accounts Payable | \$40.00 |
| | CENTRAL CALIFORNIA CITY CLERKS ASSN | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$40.00 |
| 06/19/2014 Open | Accounts Payable | \$100.00 |
| | CITY OF RIVERBANK | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$100.00 |
| 06/19/2014 Open | Accounts Payable | \$500.00 |
| | DOYLE, MARINA | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$500.00 |
| 06/19/2014 Open | Accounts Payable | \$180.00 |
| | GARDNER, MARC | |
| Paying Fund | Cash Account | Amount |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$180.00 |
| 06/19/2014 Open | Accounts Payable | \$150.00 |
| | KRAMER, STEVEN | |
| Paying Fund | Cash Account | Amount |
| 265 - Fire Department Grants | 265.11000 (Cash) | \$150.00 |
| 06/19/2014 Open | Accounts Payable | \$612.47 |
| | PITCOCK, MICHAEL | |
| Paying Fund | Cash Account | Amount |
| 502 - Engineering | 502.11000 (Cash) | \$612.47 |
| 06/19/2014 Open | Accounts Payable | \$37.52 |
| | TONARELLI, STACEY | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$37.52 |
| 06/19/2014 Open | Accounts Payable | \$700.00 |
| | WASDEN, ROY | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$700.00 |
| 06/19/2014 Open | Accounts Payable | \$600.00 |
| | WEAVER, KELLIE | |
| Paying Fund | Cash Account | Amount |
| 110 - General Fund | 110.11000 (Cash) | \$600.00 |
| | 104 Transactions | \$1,111,298.17 |
| Type Check Totals: | | |
| P - Accounts Payable Totals | | |

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|------------|-------|--------------------|-------------------|
| | Open | 103 | \$1,111,258.17 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 1 | \$40.00 | \$0.00 |

Payment Register

From Payment Date: 6/13/2014 - To Payment Date: 6/19/2014

| | | | |
|--------------|------------|-----------------------|---------------|
| Stopped | 0 | \$0.00 | \$0.00 |
| Total | 104 | \$1,111,298.17 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|-----------------------|-------------------|
| | Open | 103 | \$1,111,258.17 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 1 | \$40.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 104 | \$1,111,298.17 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|------------|-----------------------|-------------------|
| | Open | 103 | \$1,111,258.17 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 1 | \$40.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 104 | \$1,111,298.17 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|------------|-----------------------|-------------------|
| | Open | 103 | \$1,111,258.17 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 1 | \$40.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 104 | \$1,111,298.17 | \$0.00 |

City of Turlock

Payment Register

From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

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| Number | Date | Status | Void Reason | Reconciled/ Voided Date | Source | Payee Name | Transaction Amount | Reconciled Amount | Difference |
|-----------------------|-----------------------------------|--------|-------------|----------------------------|------------------|--------------------------|-----------------------|----------------------|------------|
| AP - Accounts Payable | | | | | | | | | |
| 98175 | 06/20/2014 | Open | | | Accounts Payable | AT&T/SBC | \$31.65 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | \$31.65 | |
| 98176 | 06/20/2014 | Open | | | Accounts Payable | CHARTER COMMUNICATIONS | \$55.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 501 - Information Technology | | | 501.11000 (Cash) | | | | \$55.00 | |
| 98177 | 06/20/2014 | Open | | | Accounts Payable | FARIA, JAMIE | \$242.00 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | \$242.00 | |
| 98178 | 06/20/2014 | Open | | | Accounts Payable | FRANCHISE TAX BOARD | \$152.59 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | \$152.59 | |
| 98179 | 06/20/2014 | Open | | | Accounts Payable | P G & E | \$5,331.96 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | \$5,058.77 | |
| | 217 - Streets - Gas Tax | | | 217.11000 (Cash) | | | | \$8.65 | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | | \$212.99 | |
| | 426 - Transit - Fixed Route | | | 426.11000 (Cash) | | | | \$14.12 | |
| | 505 - Fleet | | | 505.11000 (Cash) | | | | \$37.43 | |
| 98180 | 06/20/2014 | Open | | | Accounts Payable | SAFE-T-LITE CO INC | \$182.85 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 410 - WATER QUALITY CONTROL (WQC) | | | 410.11000 (Cash) | | | | \$182.85 | |
| 98181 | 06/20/2014 | Open | | | Accounts Payable | STANISLAUS CTY SHERIFF | \$1,077.17 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | \$1,077.17 | |
| 98182 | 06/20/2014 | Open | | | Accounts Payable | SUPPORT PAYMENT CLEARING | \$439.13 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 104 - Payroll Clearing Fund | | | 104.11000 (Cash) | | | | \$439.13 | |
| 98183 | 06/20/2014 | Open | | | Accounts Payable | T I D | \$16,761.88 | | |
| | Paying Fund | | | Cash Account | | | | | |
| | 110 - General Fund | | | 110.11000 (Cash) | | | | \$16,761.88 | |
| 98184 | 06/20/2014 | Open | | | Accounts Payable | US BANK-VISA | \$81,013.67 | | |
| | Paying Fund | | | Cash Account | | | | | |

Payment Register

From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| | | | |
|---------------------------------------|-----------------------------------|------------------|-------------|
| 110 - General Fund | 110.11000 (Cash) | | \$18,350.75 |
| 202 - Bicycle Safety | 202.11000 (Cash) | | \$139.98 |
| 203 - Animal Fee Forfeiture | 203.11000 (Cash) | | \$471.90 |
| 205 - Sports Facilities | 205.11000 (Cash) | | \$2,482.84 |
| 215 - Streets - Grant Funded Projects | 215.11000 (Cash) | | \$321.65 |
| 216 - Streets - Local Transportation | 216.11000 (Cash) | | \$1,738.08 |
| 217 - Streets - Gas Tax | 217.11000 (Cash) | | \$3,834.80 |
| 225 - Transportation Tax | 225.11000 (Cash) | | \$591.94 |
| 242 - Computer Replacement | 242.11000 (Cash) | | \$11,154.66 |
| 246 - Landscape Assessment | 246.11000 (Cash) | | \$4,004.00 |
| 255 - CDBG | 255.11000 (Cash) | | \$1,675.00 |
| 258 - Housing Stimulus Funds | 258.11000 (Cash) | | \$82.51 |
| 265 - Fire Department Grants | 265.11000 (Cash) | | \$485.00 |
| 270 - Recreation Grants | 270.11000 (Cash) | | \$12,755.68 |
| 301 - Capital Improvements | 301.11000 (Cash) | | \$165.42 |
| 305 - Capital Facility Fees | 305.11000 (Cash) | | \$703.24 |
| 405 - Building | 405.11000 (Cash) | | \$1,014.01 |
| 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | \$15,204.46 |
| 420 - WATER | 420.11000 (Cash) | | \$4,021.49 |
| 425 - Transit - Dial-A-Ride | 425.11000 (Cash) | | \$72.84 |
| 426 - Transit - Fixed Route | 426.11000 (Cash) | | \$153.37 |
| 501 - Information Technology | 501.11000 (Cash) | | \$173.98 |
| 502 - Engineering | 502.11000 (Cash) | | \$1,298.47 |
| 505 - Fleet | 505.11000 (Cash) | | \$72.97 |
| 602 - Downtown Improvement Project | 602.11000 (Cash) | | \$44.63 |
| 98185 | 06/20/2014 Open | Accounts Payable | \$522.40 |
| | Paying Fund | Cash Account | Amount |
| | 501 - Information Technology | 501.11000 (Cash) | \$522.40 |
| 98186 | 06/26/2014 Open | Accounts Payable | \$172.29 |
| | Paying Fund | Cash Account | Amount |
| | 301 - Capital Improvements | 301.11000 (Cash) | \$172.29 |
| 98187 | 06/26/2014 Open | Accounts Payable | \$5,500.03 |
| | Paying Fund | Cash Account | Amount |
| | 110 - General Fund | 110.11000 (Cash) | \$5,300.00 |
| | 420 - WATER | 420.11000 (Cash) | \$200.03 |
| 98188 | 06/26/2014 Open | Accounts Payable | \$95,000.00 |
| | Paying Fund | Cash Account | Amount |
| | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | \$95,000.00 |

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From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| 98189 | 06/26/2014 | Open | Accounts Payable | AIRGAS NCN | Amount |
|-------|--------------------------------------|------|------------------|----------------------------------|-------------|
| | Paying Fund | | Cash Account | | |
| | 110 - General Fund | | 110.11000 (Cash) | | \$196.80 |
| | 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | \$695.29 |
| 98190 | 06/26/2014 | Open | Accounts Payable | ALTA PLANNING + DESIGN, INC. | \$11,360.75 |
| | Paying Fund | | Cash Account | | |
| | 216 - Streets - Local Transportation | | 216.11000 (Cash) | | \$11,360.75 |
| 98191 | 06/26/2014 | Open | Accounts Payable | AMERICA'S AUTO GLASS | \$240.68 |
| | Paying Fund | | Cash Account | | |
| | 426 - Transit - Fixed Route | | 426.11000 (Cash) | | \$240.68 |
| 98192 | 06/26/2014 | Open | Accounts Payable | AMERICAN REPROGRAPHICS CO LLC | \$419.74 |
| | Paying Fund | | Cash Account | | |
| | 502 - Engineering | | 502.11000 (Cash) | | \$419.74 |
| 98193 | 06/26/2014 | Open | Accounts Payable | ANIMAL CARE EQUIP & SVCS | \$249.15 |
| | Paying Fund | | Cash Account | | |
| | 110 - General Fund | | 110.11000 (Cash) | | \$249.15 |
| 98194 | 06/26/2014 | Open | Accounts Payable | ARMOR FIRE EXTINGUISHER | \$374.43 |
| | Paying Fund | | Cash Account | | |
| | 110 - General Fund | | 110.11000 (Cash) | | \$374.43 |
| 98195 | 06/26/2014 | Open | Accounts Payable | AT & T | \$834.43 |
| | Paying Fund | | Cash Account | | |
| | 110 - General Fund | | 110.11000 (Cash) | | \$834.43 |
| 98196 | 06/26/2014 | Open | Accounts Payable | AT&T / CALNET 2 | \$782.24 |
| | Paying Fund | | Cash Account | | |
| | 110 - General Fund | | 110.11000 (Cash) | | \$782.24 |
| | 255 - CDBG | | 255.11000 (Cash) | | \$34.03 |
| | 405 - Building | | 405.11000 (Cash) | | \$75.02 |
| | 410 - WATER QUALITY CONTROL (WQC) | | 410.11000 (Cash) | | \$202.67 |
| | 420 - WATER | | 420.11000 (Cash) | | \$202.68 |
| | 502 - Engineering | | 502.11000 (Cash) | | \$20.42 |
| 98197 | 06/26/2014 | Open | Accounts Payable | AT&T MOBILITY | \$844.92 |
| | Paying Fund | | Cash Account | | |
| | 110 - General Fund | | 110.11000 (Cash) | | \$844.92 |
| 98198 | 06/26/2014 | Open | Accounts Payable | BADGER METER INC | \$9,101.09 |
| | Paying Fund | | Cash Account | | |
| | 420 - WATER | | 420.11000 (Cash) | | \$9,101.09 |

Payment Register

From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| Account Number | Payment Date | Open | Paying Fund | Account Type | Payee | Amount |
|----------------|--------------|------|-----------------------------------|--------------|--|-------------|
| 98199 | 06/26/2014 | Open | 110 - General Fund | Cash Account | CALIFORNIA PEACE OFFICER'S ASSOCIATION | \$200.00 |
| 98200 | 06/26/2014 | Open | 110 - General Fund | Cash Account | CALIFORNIA POLICE CHIEFS ASSOCIATION INC | \$1,680.00 |
| 98201 | 06/26/2014 | Open | 110 - General Fund | Cash Account | CEN CAL FIRE SYSTEMS INC | \$24,885.45 |
| 98202 | 06/26/2014 | Open | 305 - Capital Facility Fees | Cash Account | CENTER STATE PIPE/SUP INC | \$103.78 |
| 98203 | 06/26/2014 | Open | 410 - WATER QUALITY CONTROL (WQC) | Cash Account | CENTRAL SANITARY SUPPLY | \$2,726.35 |
| 98204 | 06/26/2014 | Open | 410 - WATER QUALITY CONTROL (WQC) | Cash Account | CENTRAL VALLEY BUSINESS FORMS | \$824.34 |
| 98205 | 06/26/2014 | Open | 420 - WATER | Cash Account | CHAMPION INDUSTRIAL | \$404.50 |
| 98206 | 06/26/2014 | Open | 110 - General Fund | Cash Account | CHARTER COMMUNICATIONS | \$658.97 |
| 98207 | 06/26/2014 | Open | 501 - Information Technology | Cash Account | CITY OF TURLOCK - CASH | \$123.06 |
| 98208 | 06/26/2014 | Open | 110 - General Fund | Cash Account | COUNTRY FORD TRUCKS INC | \$45.92 |
| 98209 | 06/26/2014 | Open | 410 - WATER QUALITY CONTROL (WQC) | Cash Account | CULLIGAN INC | \$209.87 |

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From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| Paying Fund | Cash Account | Amount |
|------------------------------|---|---|
| 98210 | 420 - WATER 06/26/2014 Open Paying Fund | \$209.87 |
| | Accounts Payable CWEA | \$912.00 |
| 98211 | 410 - WATER QUALITY CONTROL (WQC) 06/26/2014 Open Paying Fund | \$912.00 |
| | Accounts Payable DEPT OF HEALTH SERVICES | \$80.00 |
| 98212 | 410 - WATER QUALITY CONTROL (WQC) 06/26/2014 Open Paying Fund | \$80.00 |
| | Accounts Payable DOWNEY BRAND ATTORNEYS | \$1,975.00 |
| 98213 | 410 - WATER QUALITY CONTROL (WQC) 06/26/2014 Open Paying Fund | \$1,975.00 |
| | Accounts Payable FEDERAL EXPRESS | \$544.77 |
| 98214 | 110 - General Fund 215 - Streets - Grant Funded Projects 255 - CDBG 410 - WATER QUALITY CONTROL (WQC) 06/26/2014 Open Paying Fund | \$409.70 \$43.24 \$20.81 \$71.02 |
| | Accounts Payable GOMES & SONS INC, JOE M | \$23,114.03 |
| 98215 | 110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 425 - Transit - Dial-A-Ride 426 - Transit - Fixed Route 502 - Engineering 06/26/2014 Open Paying Fund | \$12,359.51 \$389.64 \$1,987.83 \$1,899.05 \$207.50 \$2,932.74 \$966.31 \$1,728.56 \$475.09 \$167.80 |
| | Accounts Payable GRAINGER INC, WW | \$2,248.81 |
| 98216 | 110 - General Fund 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 06/26/2014 Open Paying Fund | \$244.22 \$1,784.38 \$220.21 |
| | Accounts Payable GUINN III, MARVIN, OLIVER | \$2,513.31 |
| 266 - Police Services Grants | 266.11000 (Cash) | \$2,513.31 |

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From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| Payment ID | Payment Date | Account | Account Type | Account Name | Amount |
|------------|--------------|-----------------------------------|------------------|-----------------------------------|------------|
| 98217 | 06/26/2014 | Open | Accounts Payable | HILMAR READY MIX | \$360.55 |
| | | Paying Fund | Cash Account | | |
| | | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | \$199.11 |
| | | 420 - WATER | 420.11000 (Cash) | | \$161.44 |
| 98218 | 06/26/2014 | Open | Accounts Payable | HUNTINGTON COURT REPORTER | \$1,123.08 |
| | | Paying Fund | Cash Account | | |
| | | 110 - General Fund | 110.11000 (Cash) | | \$1,123.08 |
| 98219 | 06/26/2014 | Open | Accounts Payable | JCS PROPERTIES LLC | \$1,414.07 |
| | | Paying Fund | Cash Account | | |
| | | 625 - Successor Agency - LMI | 625.11000 (Cash) | | \$1,414.07 |
| 98220 | 06/26/2014 | Open | Accounts Payable | KLEINFELDER INC | \$2,818.00 |
| | | Paying Fund | Cash Account | | |
| | | 415 - Sewer Bond Projects | 415.11000 (Cash) | | \$2,261.00 |
| | | 420 - WATER | 420.11000 (Cash) | | \$557.00 |
| 98221 | 06/26/2014 | Open | Accounts Payable | LEHIGH HANSON INC | \$1,026.66 |
| | | Paying Fund | Cash Account | | |
| | | 217 - Streets - Gas Tax | 217.11000 (Cash) | | \$1,026.66 |
| 98222 | 06/26/2014 | Open | Accounts Payable | LEXISNEXIS RISK SOLUTIONS FL INC | \$166.00 |
| | | Paying Fund | Cash Account | | |
| | | 110 - General Fund | 110.11000 (Cash) | | \$166.00 |
| 98223 | 06/26/2014 | Open | Accounts Payable | MADRUGA BROS ENT INC | \$112.00 |
| | | Paying Fund | Cash Account | | |
| | | 110 - General Fund | 110.11000 (Cash) | | \$63.00 |
| | | 217 - Streets - Gas Tax | 217.11000 (Cash) | | \$3.50 |
| | | 410 - WATER QUALITY CONTROL (WQC) | 410.11000 (Cash) | | \$42.00 |
| | | 420 - WATER | 420.11000 (Cash) | | \$3.50 |
| 98224 | 06/26/2014 | Open | Accounts Payable | MAGIC SANDS MOBILE HOME PARK | \$281.07 |
| | | Paying Fund | Cash Account | | |
| | | 625 - Successor Agency - LMI | 625.11000 (Cash) | | \$281.07 |
| 98225 | 06/26/2014 | Open | Accounts Payable | MONTE VISTA SMALL ANIMAL HOSPITAL | \$848.97 |
| | | Paying Fund | Cash Account | | |
| | | 203 - Animal Fee Forfeiture | 203.11000 (Cash) | | \$848.97 |
| 98226 | 06/26/2014 | Open | Accounts Payable | MULBERRY MOBILE PARK | \$167.73 |
| | | Paying Fund | Cash Account | | |
| | | 625 - Successor Agency - LMI | 625.11000 (Cash) | | \$167.73 |

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From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| Account Number | Payment Date | Open | Paying Fund | Account Type | Cash Account | Payee | Amount |
|----------------|--------------|------|--------------------|------------------|------------------|---|-------------|
| 98227 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 110.11000 (Cash) | NAPA AUTO PARTS | \$37.58 |
| | | | | | 217.11000 (Cash) | | \$46.86 |
| | | | | | 410.11000 (Cash) | | (\$9.28) |
| 98228 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 410.11000 (Cash) | NESTLE WATERS NORTH AMERICA | \$290.46 |
| | | | | | 246.11000 (Cash) | | \$38.61 |
| | | | | | 410.11000 (Cash) | | \$213.24 |
| 98229 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 410.11000 (Cash) | NEVER BORING DESIGN INC | \$457.88 |
| | | | | | 110.11000 (Cash) | | \$457.88 |
| 98230 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 110.11000 (Cash) | NEXT LEVEL PARTS INC | \$187.59 |
| | | | | | 110.11000 (Cash) | | \$179.36 |
| | | | | | 217.11000 (Cash) | | \$4.53 |
| | | | | | 410.11000 (Cash) | | \$3.70 |
| 98231 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 410.11000 (Cash) | NORTH AMERICAN YOUTH ACTIVITIES LLC, KIDZ LOVE SOCCER | \$5,243.00 |
| | | | | | 110.11000 (Cash) | | \$5,243.00 |
| 98232 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 110.11000 (Cash) | OUTDOOR CREATIONS INC | \$4,009.03 |
| | | | | | 269.11000 (Cash) | | \$4,009.03 |
| 98233 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 110.11000 (Cash) | P G & E | \$10,393.58 |
| | | | | | 505.11000 (Cash) | | \$10,393.58 |
| 98234 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 110.11000 (Cash) | PACIFIC PRODUCT & SVS INC | \$1,249.50 |
| | | | | | 226.11000 (Cash) | | \$1,249.50 |
| 98235 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 110.11000 (Cash) | PARK MD, VERNON G | \$150.00 |
| | | | | | 110.11000 (Cash) | | \$150.00 |
| 98236 | 06/26/2014 | Open | 110 - General Fund | Accounts Payable | 110.11000 (Cash) | PROVANTAGE LLC. | \$1,700.88 |
| | | | | | 110.11000 (Cash) | | \$1,700.88 |

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From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| | | | | | | | |
|-------|--|------|--|------------------|--|--------|------------|
| 98237 | 110 - General Fund 06/26/2014 Paying Fund | Open | 110.11000 (Cash) | Accounts Payable | QUEST DIAGNOSTICS | Amount | \$1,700.88 |
| 98238 | 110 - General Fund 06/26/2014 Paying Fund | Open | 110.11000 (Cash) | Accounts Payable | RAY MORGAN COMPANY | Amount | \$3,003.81 |
| 98239 | 110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 405 - Building 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 502 - Engineering 06/26/2014 Paying Fund | Open | 110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 405.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 502.11000 (Cash) | Accounts Payable | ROMEO MEDICAL CLINIC | Amount | \$3,395.00 |
| 98240 | 110 - General Fund 217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 06/26/2014 Paying Fund | Open | 110.11000 (Cash) 217.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) | Accounts Payable | ROTO ROOTER PLUMBING & DRAIN SERVICES | Amount | \$205.00 |
| 98241 | 410 - WATER QUALITY CONTROL (WQC) 06/26/2014 Paying Fund | Open | 410.11000 (Cash) | Accounts Payable | SAFARILAND LLC | Amount | \$2,819.05 |
| 98242 | 110 - General Fund 06/26/2014 Paying Fund | Open | 110.11000 (Cash) | Accounts Payable | SAFE RESTRAINTS INC | Amount | \$2,137.93 |
| 98243 | 110 - General Fund 06/26/2014 Paying Fund | Open | 110.11000 (Cash) | Accounts Payable | SAFETY-KLEEN CORPORATION | Amount | \$639.23 |
| 98244 | 410 - WATER QUALITY CONTROL (WQC) 06/26/2014 Paying Fund | Open | 410.11000 (Cash) | Accounts Payable | SAN JOAQUIN VALLEY | Amount | \$765.42 |
| 98245 | 110 - General Fund 06/26/2014 Paying Fund | Open | 110.11000 (Cash) | Accounts Payable | SOUTHWEST SCHOOL & | Amount | \$1,138.73 |

Payment Register

From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| Paying Fund | | Cash Account | Amount |
|-------------|---|--|--|
| 98246 | 270 - Recreation Grants 06/26/2014 Open | 270.11000 (Cash) Accounts Payable | \$1,138.73 STANISLAUS COUNTY CLERK RECORDER \$45.00 |
| 98247 | 110 - General Fund 06/26/2014 Open | 110.11000 (Cash) Accounts Payable | \$45.00 STATE OF CALIFORNIA Amount \$1,467.00 |
| 98248 | 110 - General Fund 06/26/2014 Open | 110.11000 (Cash) Accounts Payable | \$1,467.00 STOMAR EQUIPMENT Amount \$828.96 |
| 98249 | 420 - WATER 06/26/2014 Open | 420.11000 (Cash) Accounts Payable | \$828.96 TREES, INC. Amount \$2,327.26 |
| 98250 | 217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 06/26/2014 Open | 217.11000 (Cash) 410.11000 (Cash) Accounts Payable | \$358.04 \$1,969.22 TURLOCK DOWNTOWN & Amount \$3,379.42 |
| 98251 | 706 - PBID #3 06/26/2014 Open | 706.11000 (Cash) Accounts Payable | \$3,379.42 TURLOCK RADIATOR SERVICE Amount \$551.68 |
| 98252 | 110 - General Fund 06/26/2014 Open | 110.11000 (Cash) Accounts Payable | \$551.68 TURLOCK SPAY & NEUTER CLINIC Amount \$310.00 |
| 98253 | 110 - General Fund 203 - Animal Fee Forfeiture 06/26/2014 Open | 110.11000 (Cash) 203.11000 (Cash) Accounts Payable | \$5.00 \$305.00 TURLOCK UNIFIED Amount \$50.00 |
| 98254 | 110 - General Fund 06/26/2014 Open | 110.11000 (Cash) Accounts Payable | \$50.00 UNIVAR USA INC Amount \$3,941.86 |
| 98255 | 410 - WATER QUALITY CONTROL (WQC) 06/26/2014 Open | 410.11000 (Cash) Accounts Payable | \$3,941.86 VERIZON WIRELESS Amount \$990.58 |
| 98256 | 110 - General Fund 405 - Building 06/26/2014 Open | 110.11000 (Cash) 405.11000 (Cash) Accounts Payable | \$908.84 \$81.74 WEST PUBLISHING CORPORATION Amount \$137.45 |

Payment Register

From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| Paying Fund | Cash Account | Amount |
|-------------|--|---------------------------|
| 98257 | 110 - General Fund 06/26/2014 Open Paying Fund | \$137.45 |
| | Accounts Payable | WESTERN VIEW MOBILE RANCH |
| | Cash Account | Amount |
| 98258 | 625 - Successor Agency - LMI 06/26/2014 Open Paying Fund | \$3,145.68 |
| | Accounts Payable | WESTFORK ESTATES |
| | Cash Account | Amount |
| 98259 | 625 - Successor Agency - LMI 06/26/2014 Open Paying Fund | \$683.70 |
| | Accounts Payable | WONDRIES |
| | Cash Account | Amount |
| 98260 | 112 - GF Reserve for Capital Purchases 06/26/2014 Open Paying Fund | \$23,127.36 |
| | Accounts Payable | DALEO INC |
| | Cash Account | Amount |
| 98261 | 110 - General Fund 420 - WATER 06/26/2014 Open Paying Fund | \$700.00 (\$77.97) |
| | Accounts Payable | FREITAS, DAVID |
| | Cash Account | Amount |
| 98262 | 217 - Streets - Gas Tax 06/26/2014 Open Paying Fund | \$116.22 |
| | Accounts Payable | HACKLER, NICHOLAS |
| | Cash Account | Amount |
| 98263 | 110 - General Fund 06/26/2014 Open Paying Fund | \$47.17 |
| | Accounts Payable | HALLACK INC, JULIO |
| | Cash Account | Amount |
| 98264 | 110 - General Fund 06/26/2014 Open Paying Fund | \$3,850.00 |
| | Accounts Payable | KELLEY, MEREDITH |
| | Cash Account | Amount |
| 98265 | 110 - General Fund 06/26/2014 Open Paying Fund | \$60.00 |
| | Accounts Payable | LA CROSS, RANDY |
| | Cash Account | Amount |
| 98266 | 420 - WATER 06/26/2014 Open Paying Fund | \$150.00 |
| | Accounts Payable | RAMIREZ, LUIS O |
| | Cash Account | Amount |
| 98267 | 110 - General Fund 06/26/2014 Open Paying Fund | \$300.00 |
| | Accounts Payable | SALCEDO, ALEXANDER |
| | Cash Account | Amount |
| 98268 | 110 - General Fund 06/26/2014 Open Paying Fund | \$94.34 |
| | Accounts Payable | SICAIROS, RUBEN |
| | Cash Account | Amount |
| | 110.11000 (Cash) | \$590.00 |

Payment Register

From Payment Date: 6/20/2014 - To Payment Date: 6/26/2014

| Paying Fund | Cash Account | Amount |
|--------------------|------------------|--------------|
| 110 - General Fund | 110.11000 (Cash) | \$690.00 |
| 94 Transactions | | \$388,218.37 |

Type Check Totals:

AP - Accounts Payable Totals

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
| | Open | 94 | \$388,218.37 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 94 | \$388,218.37 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|---------------------|-------------------|
| | Open | 94 | \$388,218.37 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 94 | \$388,218.37 | \$0.00 |

Grand Totals:

| Checks | Status | Count | Transaction Amount | Reconciled Amount |
|--------|--------------|-----------|---------------------|-------------------|
| | Open | 94 | \$388,218.37 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 94 | \$388,218.37 | \$0.00 |

| All | Status | Count | Transaction Amount | Reconciled Amount |
|-----|--------------|-----------|---------------------|-------------------|
| | Open | 94 | \$388,218.37 | \$0.00 |
| | Reconciled | 0 | \$0.00 | \$0.00 |
| | Voided | 0 | \$0.00 | \$0.00 |
| | Stopped | 0 | \$0.00 | \$0.00 |
| | Total | 94 | \$388,218.37 | \$0.00 |



DRAFT

JULY 8, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California
AND
Via teleconference
Simon Fraser University LDC 222
8888 University Drive
Burnaby, B.C. Canada V5A 1S6

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

B. **SALUTE TO THE FLAG**

2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**
 - A. Mayor Lazar presented a Proclamation to Matthew Seilheimer, Fire Captain, in honor of his retirement from the City of Turlock.
 - B. Jeri Gilley, Finance Customer Service Supervisor, was not in attendance to receive a Proclamation in honor of her retirement from the City of Turlock.
 - C. Mayor Lazar presented a Proclamation in honor of Foster Farms' 75th Anniversary to Foster Farms Vice President Turkey/Prepared Foods Yubert Envia on behalf of CEO Ron Foster.

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

B. **STAFF UPDATES**
 1. Chief Building Official Eric Picciano provided an update on capital projects and building activities, including building permits and inspections for the month of June, road resurfacing projects on Fulkerth Road, Colorado Avenue, and West Main Street, Dianne Drive Re-alignment project, Dog Park project at Swanson-Centennial Park, Dels Lane and Golden State Signal Light project, and the Fulkerth Road Water Tank West of Highway 99 project.

- C. **PUBLIC PARTICIPATION:** None

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

5. **CONSENT CALENDAR:**
Mayor Lazar requested that Consent Calendar Item 5B, 5E and 5F be removed for separate consideration.

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

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

- A. **Resolution No. 2014-115** Accepting Demands of 6/12/14 in the amount of \$1,546,342.55; Demands of 6/19/14 in the amount of \$1,111,298.17
- B. *Removed for separate consideration.*
- C. Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$9,531.54 (Fund 426) for City Project No. 12-59, "CNG Slow Fill Station Upgrade," bringing the contract total to \$343,531.54
- D.
 1. Motion: Making the determination that City Project No. 14-22, "Pedestrian Striping Upgrade Project, Various Locations" is exempt from the provisions of CEQA in accordance with 14 CCR §15301(c), "Repair or Maintenance of Existing Highways and Streets"
 2. Motion: Awarding bid and approving an agreement in the amount of \$53,057.50 (Fund 217) with Sterndahl Enterprises, Inc., of Sun Valley, California, for City Project No. 14-22, "Pedestrian Striping Upgrade Project, Various Locations"
 3. **Resolution No. 2014-116** Appropriating \$64,297 to account number 217-50-511.51270 "Construction Project" to be funded via a transfer from Fund 217 "Section 2103 Reserve," for City Project No. 14-22, "Pedestrian Striping Upgrade Project, Various Locations," to complete the necessary funding required for the project
- E. *Removed for separate consideration.*
- F. *Removed for separate consideration.*
- G. **Resolution No. 2014-118** Affirming the City Manager's action of having signed and submitted a program application, acceptance of an allocation of funds, and execution of a grant agreement and all other necessary documents with the California Department of Resources Recycling and Recovery (CalRecycle) for the Used Oil Payment Program for Fiscal Year 2014/15
- H. **Resolution No. 2014-119** Authorizing the release of unclaimed checks pursuant to California Government Code Section 50055 to the City of Turlock

Item 5B. Motion: Motion by Councilmember White, seconded by Councilmember Nascimento, Accepting Minutes of Regular Meeting of June 24, 2014. Motion carried 4/1 by the following vote:

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

Item 5E Technical Support Services Manager Diana Lewis and Chief Building Official Eric Picciano presented the staff report on the request to make the determination that City Project No. 14-26A, "Council Chambers Improvements," is exempt from the provisions of CEQA and approve an agreement with Shalleck Collaborative, Inc., of San Francisco, California, for specialized audio-video design services in an amount not to exceed \$51,110 (Fund 240) for City Project No. 14-26A, "Council Chambers Improvements."

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Nascimento, making the determination that City Project No. 14-26A, "Council Chambers Improvements," is exempt from the provisions of CEQA in accordance with Section 15301, "Existing Facilities." Motion carried 5/0 by the following vote:

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

Motion by Councilmember DeHart, seconded by Councilmember Nascimento, approving an agreement with Shalleck Collaborative, Inc., of San Francisco, California, for specialized audio-video design services in an amount not to exceed \$51,110 (Fund 240) for City Project No. 14-26A, "Council Chambers Improvements." Motion carried 5/0 by the following vote:

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

Item 5F. Assistant to the City Manager for Economic Development/Housing Services Maryn Pitt presented the staff report on the request to authorize the City of Turlock, acting as the lead agency of the Turlock/ Stanislaus County Home Consortium, to use reallocated HOME funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households, and authorize the City Manager to sign all necessary documents

Council discussion included absorption of expenses to the lead agency for administering the program.

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

Action: **Resolution No. 2014-117** Authorizing the City of Turlock, acting as the lead agency of the Turlock/ Stanislaus County Home Consortium, to use reallocated HOME funds to further affordable housing opportunities through the purchase, resale or granting of residential real property to eligible organizations and households, and authorizing the City Manager to sign all necessary documents was introduced by Councilmember DeHart, seconded by Councilmember White, and carried 5/0 by the following vote:

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

6. **FINAL READINGS:** None



7. PUBLIC HEARINGS

- A. Sr. Civil Engineer Anthony Orosco presented the staff report on the request to confirm diagrams, assessments and reports and levying assessments for Fiscal Year 2014/15 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock.

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

Action: **Resolution No. 2014-120** Confirming diagrams, assessments and reports and levying assessments for Fiscal Year 2014/15 for all Lighting, Landscaping and Street Maintenance Benefit areas within the City of Turlock was introduced by Councilmember White, seconded by Councilmember Nascimento, and carried 5/0 by the following vote:

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

8. SCHEDULED MATTERS:

- A. Assistant to the City Manager for Economic Development/Housing Program Services Maryn Pitt presented the staff report on the request to accept the 2014-15 Legislative Platform for the City of Turlock as presented and authorizing the City Manager or his designee to participate in the League of Cities advocacy efforts on behalf of the City of Turlock.

Stephen Qualls, League of California Cities Public Affairs Manager, spoke regarding the benefits of establishing a legislative platform including allowing a City to issue letters of support or opposition in a timely manner and aiding in legislative process:

Council discussion included concerns of lack of transparent discussions among Council in a public meeting on such legislative items, procedures for agendaing any legislative items not itemized in the Legislative Platform, implementing the Strategic Plan's goal to establish a Legislative Platform, and the value of a platform in allowing the Mayor or City Manager to act in a timely manner on behalf of a City when legislative bills are being proposed.

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

Action: **Resolution No. 2014-121** Accepting the 2014-15 Legislative Platform for the City of Turlock as presented and authorizing the City Manager or his designee to participate in the League of Cities advocacy efforts on behalf of the City of Turlock was introduced by Councilmember Nascimento, seconded by Councilmember DeHart, and carried 4/1 by the following vote:

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





- B. Parks, Recreation & Public Facilities Director Allison Van Guilder presented the staff report on the request to approve the agreement between the City of Turlock and Turlock Gospel Mission for the purpose of utilizing volunteers to help provide routine maintenance in our City parks and facilities.

Council and staff discussion included liability to the City in regard to this program.

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

Action: Motion by Councilmember White, seconded by Councilmember DeHart, approving the agreement between the City of Turlock and Turlock Gospel Mission for the purpose of providing volunteers to help provide routine maintenance in our City parks and facilities. Motion carried 5/0 by the following vote:

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

Mayor Lazar handled Scheduled Matters Items C and D out of order.

- D. City Manager Roy Wasden presented the staff report on the request to appoint a five (5) member Council Compensation Task Force to review current compensation for the Mayor, Treasurer and Council.

Council discussion included concerns over sensitivity to any compensation review due to current water rate increases to citizens, the proposed half cent sales tax measure, and ongoing labor negotiations.

Additional Council discussion included the future need to review the duties and role of the Mayor compared to the compensation as the role and tasks have become more demanding.

Council recommended postponing action on a Council Compensation Task Force until January 2015.

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

Action: No action taken.

- C. Municipal Services Director Michael Cooke presented the staff report on the request to authorize the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the State Department of Water Resources (DWR) for the 2014 Integrated Regional Water Management Drought Grant, pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.).



Council discussion included grant eligibility, pursuing an application with additional agencies outside of the City's current partnership, proposed projects identified for water conservation if grant funding is awarded, and the timeliness of the grant submittal.

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

Action: **Resolution No. 2014-122** Authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the State Department of Water Resources (DWR) for the 2014 Integrated Regional Water Management Drought Grant, pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code section 75001 et seq.) was introduced by Councilmember DeHart, seconded by Councilmember White, and carried 5/0 by the following vote:

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

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS:

Councilmember Nascimento reported that at the recent League of California Central Division, Stockton City Councilmember Elbert Holeman was named as the Central Valley Division's Second Vice President, effective June 26, 2014.

Councilmember White encouraged staff and citizens to participate at the Stanislaus County Fair which begins July 11, 2014.

Mayor Lazar and Councilmember DeHart commended Turlock Chamber of Commerce CEO Sharon Silva and her staff, and the Turlock Downtown Property Association on a successful Fourth of July parade/event.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session items.

- 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, Parks, Recreation & Public Facilities Director, Parks, Recreation & Public Facilities Superintendent, 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

Action: No reportable action.

B. **Conference with Labor Negotiators, Cal. Gov't Code §54957.6**

"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 Negotiator: City Council

Unrepresented Employees: City Manager, City Attorney

Action: No reportable action.

12. **ADJOURNMENT:**

Motion by Councilmember DeHart seconded by Councilmember White, to adjourn at 7:30 p.m.
Motion carried unanimously.

RESPECTFULLY SUBMITTED

Stacey Tonarelli
Deputy City Clerk



DRAFT

5B2

MINUTES
Special Meeting

July 8, 2014
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California
AND
Via teleconference
Simon Fraser University LDC 222
8888 University Drive
Burnaby, B.C. Canada V5A 1S6

1. **CALL TO ORDER** - Mayor Lazar called the meeting to order at 7:10 p.m.
PRESENT: Councilmembers Amy Bublak (by teleconference), Bill DeHart, Steven Nascimento, Forrest White, and Mayor John S. Lazar.
ABSENT: None

2. **PUBLIC PARTICIPATION:** None

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

4. **CONSENT CALENDAR:** None

5. **PUBLIC HEARING:** None

6. **SCHEDULED MATTERS:**

A. City Manager Roy Wasden presented the staff report on the request to consider and/or approve proposed language for arguments in favor of and/or in opposition to Measure A "District Election Measure" and/or Measure B "City of Turlock Local Road Tax Measure" and identify signers of said arguments.

Council discussion included the importance Council support of Measure A in light of the associated potential fiscal impacts, allowing citizen groups to take the lead on advocating for Measure B, and the importance of Council support of standing behind their decision to move the road tax matter forward.

Action: Motion by Councilmember Nascimento, seconded by Councilmember DeHart, authorizing Mayor Lazar to draft argument language in support of Measure A and to circulate amongst members of the City Council for signature. Motion carried 5/0 by the following vote:

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

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



DRAFT

Motion by Councilmember Nascimento, seconded by DeHart, authorizing Mayor Lazar and Councilmember Nascimento to work with a citizen committee to craft language for an argument in favor of Measure B and circulate for signatures with the Council. Motion carried 5/0 by the following vote:

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

7. ADJOURNMENT:

Mayor Lazar adjourned the meeting at 7:27 p.m.

RESPECTFULLY SUBMITTED

Stacey Tonarelli
Deputy City Clerk



DRAFT

5C



Council Synopsis

July 22, 2014

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

Prepared by: Stephen Fremming, P.E., Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 2 (Final) in the amount of \$27,056.20 (Fund 215) with George Reed, Inc., of Modesto, California, for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements," bringing the contract total to \$387,156.20

Motion: Accepting improvements for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On March 26, 2013 Council awarded a contract in the amount of \$356,157 to George Reed Inc., of Modesto, California for City Project No. 11-20, "Golden State Boulevard and F Street Intersection Improvements."

Change Order History:

| | Amount | City Council Meeting |
|----------------------------|---------------|----------------------|
| Original Contract | \$ 356,157.00 | March 26, 2013 |
| Change Order No. 1 | \$ 3,943.00 | February 11, 2014 |
| Change Order No. 2 (Final) | \$ 27,056.20 | July 8, 2014 |
| Adjusted Contract Total | \$ 387,156.20 | |

Change Order No. 2:

\$24,056.20. Final quantities adjustment.

The difference between the total of the original contract bid items and the total of the actual final quantities is \$24,056.20. See the final quantities spreadsheet for a cost breakdown. The difference between estimated and actual quantities is largely due to a field decision to reconstruct F Street west of the intersection to the railroad tracks, rather than apply a thin blanket overlay, as a result of the deteriorated condition of the existing paving materials.

\$3,000. "KEEP CLEAR" legends and temporary signage per Contract Change Directive No. 8.

The traffic signal's operation was successfully completed and tested on April 28, 2014. Soon after placing the signal into normal operation, it was noted that many vehicles approaching the intersection on F Street would stop on a red light at the crosswalk, rather than the designated stop bar that has been held back at this intersection to prevent truck traffic from colliding with vehicles as they turn at this intersection. In an effort to insure vehicle detection and improve safety of the intersection, a change directive was sent to the Contractor to provide "KEEP CLEAR" pavement legends between the stop bar and the crosswalk, as well as provide temporary signs to warn traffic of lack of vehicle detection beyond the stop bar.

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. Change Order No. 2 is necessary to adjust the contract price for actual quantities placed for the project and to increase safety of the intersection.
- C. 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):**
- a. Identify avenues to address current deficiencies
 - iv) Streets/Roadways

The intersection of Golden State Boulevard and F Street is deficient in terms of traffic movement efficiency, safety, and pavement condition.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

This project is federally funded by CMAQ, though the City is responsible for local share funds in excess of the federal funds available for this project.

| | <u>Actual Final Cost</u> | <u>Federal Share</u> | <u>Local Share</u> |
|---------------------------------|--------------------------|----------------------|----------------------|
| Contractor Bid Cost: | \$ 356,157.00 | \$ 280,675.00 | \$ 75,482.00 |
| Construction Contingency: | \$ 30,999.20 | \$ 28,087.00 | \$ 2,912.20 |
| Construction Engineering: | \$ 88,947.00 | \$ 28,087.00 | \$ 60,860.00 |
| UPRR Agreement*: | \$ 275,877.00* | \$ 230,200.00 | \$ 45,677.00 |
| UPRR Administrative Fee: | \$ 1,000.00 | \$ 0.00 | \$ 1,000.00 |
| Kleinfelder West, Inc.: | \$ 5,186.50 | \$ 0.00 | \$ 5,186.50 |
| Siemens/Republic ITS: | \$ 1,000.00 | \$ 0.00 | \$ 1,000.00 |
| Permitting and Fees: | \$ 3,330.00 | \$ 0.00 | \$ 3,330.00 |
| <u>Preliminary Engineering:</u> | <u>\$ 72,462.00</u> | <u>\$ 39,100.00</u> | <u>\$ 33,362.00</u> |
| Total: | \$ 834,958.70 | \$ 606,149.00 | \$ 228,809.70 |

*The Union Pacific Railroad (UPRR) agreement requires the City to pay one hundred percent (100%) of Railroad's actual labor and material costs, which was estimated by UPRR to be \$275,877. The total billed as of the latest invoice dated June 18, 2014 is \$352,181.15. The agreement further states that UPRR will submit its final billing within one hundred twenty (120) days of when the work was completed, or by the end of August 2014. Staff is working with UPRR to verify charges in the last invoice and has requested confirmation that the most recent invoice is the final billing.

City staff will bring forth a separate action in a future council meeting to request appropriation of additional funds to cover the local share once the final cost that the City is responsible for paying to UPRR has been determined.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

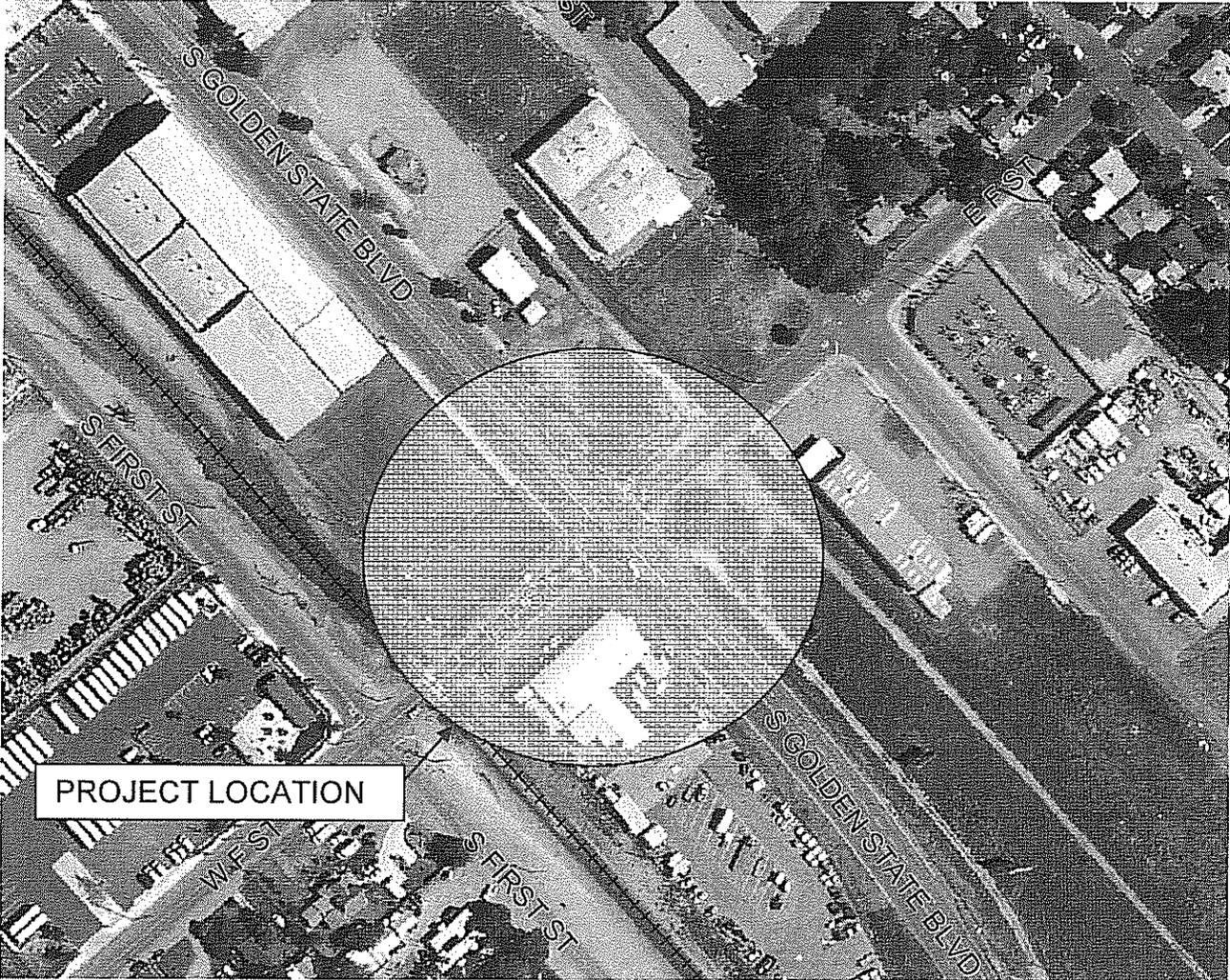
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve Change Order No. 2 (Final). This option is not recommended by Staff because the items described in this change order are necessary as a result of a change in project conditions and/or project scope.
- B. Deny acceptance of completed work. Staff does not recommend this as the contractor completed the work according to the City standards.

CITY PROJECT NO. 11-20
Golden State Boulevard and F Street Intersections Improvements





CONTRACT CHANGE ORDER

Date issued: 22-Jul-14 Change Order No.: 2 (Final)
 Project Name: Golden State Boulevard and F Street Intersection Improvements

George Reed, Inc. Project No.: 11-20
 P.O. Box 4760 Contract For: \$356,157.00
 Modesto, CA 95352 Contract Award Date: March 26, 2013

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

| ITEM | Unit: | Quantity: | Unit Price: | Total: |
|---|-------|-----------|-------------|----------------------|
| Actual Amount Paid to Contractor for Bid Items | -- | -- | -- | \$380,213.20 |
| Contractor's Bid Amount for Bid Items | -- | -- | -- | \$356,157.00 |
| Final Quantities Adjustment | | | | \$24,056.20 |
| A. "KEEP CLEAR" legends and temporary signage per Contract Change Directive No. 8 | LS | 1 | \$3,000.00 | \$3,000.00 |
| Total this CCO= | | | | \$27,056.20 |
| <i>The original contract sum =</i> | | | | \$356,157.000 |
| <i>Net change by previous change orders =</i> | | | | \$3,943.00 |
| <i>Contract price increase =</i> | | | | \$27,056.20 |
| <i>The new contract sum including this change order will be =</i> | | | | \$387,156.20 |
| <i>The contract time will be increased by twenty (20) working days.</i> | | | | |

Accepted: _____
 Contractor

Date: _____

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

Date: _____

CITY OF TURLOCK
FINAL QUANTITIES

Golden State Boulevard and F Street
 Intersection Improvements

Project No. 11-20

| Item No. | Item Description | Unit of Measure | Contractor's Unit Price | Final Actual Quantities | Final Actual Amount | Bid Quantities | Bid Amount | Total Difference |
|----------------------|---|-----------------|-------------------------|-------------------------|---------------------|----------------|---------------------|--------------------|
| 1 | Temporary Traffic Control | LS | \$12,000.80 | 1.00 | \$12,000.80 | 1.00 | \$12,000.80 | \$0.00 |
| 2 | Remove Existing Facilities | LS | \$33,000.00 | 1.00 | \$33,000.00 | 1.00 | \$33,000.00 | \$0.00 |
| 3 | Remove and Salvage Improvements | LS | \$1,000.00 | 1.00 | \$1,000.00 | 1.00 | \$1,000.00 | \$0.00 |
| 4 | Remove Thermoplastic Stripes, Markings, and Pavement Markers | LS | \$2,100.00 | 1.00 | \$2,100.00 | 1.00 | \$2,100.00 | \$0.00 |
| 5 | Grinding (Cold Plane Method) | SY | \$16.00 | 1158.00 | \$18,528.00 | 664.00 | \$10,624.00 | \$7,904.00 |
| 6 | Storm Drain Pipe (10" PVC C900) | LF | \$108.00 | 212.00 | \$22,896.00 | 212.00 | \$22,896.00 | \$0.00 |
| 7 | Storm Drain Catch Basin | EA | \$3,550.00 | 4.00 | \$14,200.00 | 4.00 | \$14,200.00 | \$0.00 |
| 8 | Earthwork | LS | \$15,000.00 | 1.00 | \$15,000.00 | 1.00 | \$15,000.00 | \$0.00 |
| 9 | Aggregate Base | CY | \$75.00 | 190.00 | \$14,250.00 | 87.00 | \$6,525.00 | \$7,725.00 |
| 10 | Hot Mix Asphalt | TON | \$125.00 | 308.00 | \$38,500.00 | 274.00 | \$34,250.00 | \$4,250.00 |
| 11 | Pavement Reinforcing Fabric | SY | \$7.00 | 815.00 | \$5,705.00 | 664.00 | \$4,648.00 | \$1,057.00 |
| 12 | Minor Concrete (Curb and Gutter) | LF | \$25.00 | 443.00 | \$11,075.00 | 443.00 | \$11,075.00 | \$0.00 |
| 13 | Minor Concrete (Vertical Curb) | LF | \$17.00 | 27.00 | \$459.00 | 27.00 | \$459.00 | \$0.00 |
| 14 | Minor Concrete (Sidewalk) | SF | \$5.00 | 1727.00 | \$8,635.00 | 1,727.00 | \$8,635.00 | \$0.00 |
| 15 | Access Ramp | EA | \$500.00 | 4.00 | \$2,000.00 | 4.00 | \$2,000.00 | \$0.00 |
| 16 | Adjust Frames and Covers to Grade | EA | \$700.00 | 8.00 | \$5,600.00 | 7.00 | \$4,900.00 | \$700.00 |
| 17 | Traffic Signal System | LS | \$164,000.00 | 1.00 | \$164,000.00 | 1.00 | \$164,000.00 | \$0.00 |
| 18 | Signage | LS | \$870.00 | 1.00 | \$870.00 | 1.00 | \$870.00 | \$0.00 |
| 19 | Thermoplastic Pavement Markings | SF | \$7.00 | 303.00 | \$2,121.00 | 140.00 | \$980.00 | \$1,141.00 |
| 20 | Pavement Markers (Type AY) | EA | \$3.80 | 243.00 | \$923.40 | 139.00 | \$528.20 | \$395.20 |
| 21 | Pavement Markers (Type D) | EA | \$6.00 | 47.00 | \$282.00 | 25.00 | \$150.00 | \$132.00 |
| 22 | Thermoplastic Pavement Striping (12" White) | LF | \$4.00 | 490.00 | \$1,960.00 | 530.00 | \$2,120.00 | (\$160.00) |
| 23 | Thermoplastic Pavement Striping (24" Yellow) | LF | \$8.00 | 126.00 | \$1,008.00 | 12.00 | \$96.00 | \$912.00 |
| 24 | Replace Chain Link Fencing | LF | \$50.00 | 82.00 | \$4,100.00 | 82.00 | \$4,100.00 | \$0.00 |
| | SUB-TOTAL CONTRACT ITEMS = | | | | \$380,213.20 | | \$356,157.00 | \$20,936.00 |
| CHANGE ORDERS | | | | | | | | |
| CO # | | | | | | | | |
| 1A | Compaction re-testing of storm drain trench | LS | (\$400.00) | 1.00 | (\$400.00) | 0.00 | \$0.00 | (\$400.00) |
| 1B | Re-grading aggregate base and lowering header board in widened area per Contract Change Directive No. 4 | LS | \$3,675.00 | 1.00 | \$3,675.00 | 0.00 | \$0.00 | \$3,675.00 |
| 1C | Additional striping and signage per Contract Change Directive No. 2 and No. 5 | LS | \$668.00 | 1.00 | \$668.00 | 0.00 | \$0.00 | \$668.00 |
| 2A | "KEEP CLEAR" legends and temporary signage per Contract Change Directive No. 8 | LS | \$3,000.00 | 1.00 | \$3,000.00 | 0.00 | \$0.00 | \$3,000.00 |
| | SUB-TOTAL CHANGE ORDER ITEMS = | | | | \$6,943.00 | | \$0.00 | \$6,943.00 |
| | TOTAL PROJECT = | | | | \$387,156.20 | | \$356,157.00 | \$27,879.00 |

**RECORDED AT THE REQUEST OF:
CITY OF TURLOCK**

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

**NOTICE OF COMPLETION
CITY PROJECT NO. 11-20
GOLDEN STATE BOULEVARD AND F STREET INTERSECTION IMPROVEMENTS**

Notice is hereby given that work on the above-referenced project located in City right-of-way at the intersection of Golden State Boulevard and F Street, was completed by the undersigned agency on July 22, 2014. The contractor of work was George Reed, Inc., P.O. Box 4760, Modesto, CA 95352, 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 July 23, 2014 at Turlock, California, Stanislaus County



**Council
Synopsis**

5D

July 22, 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 in the amount of \$43,984.16 (Fund 217) for City Project No. 12-45, "Monte Vista Avenue Rehabilitation," bringing the contract total to \$931,021.41

2. DISCUSSION OF ISSUE:

On September 4, 2013, Council awarded a contract in the amount of \$887,037.25 to Teichert Construction of Stockton, California for City Project No. 12-45, "Monte Vista Avenue Rehabilitation."

Contract Change Order Summary:

| Change Order History | Amount | City Council Meeting |
|-------------------------|--------------|----------------------|
| Original Contract | \$887,037.25 | 9/4/13 |
| Change Order No. 1 | \$43,984.16 | 7/22/14 |
| Adjusted Contract Total | \$931,021.41 | |

Change Order No. 1 consists of the following:

1. Signal Head Replacements

The existing left turn movements for both northbound and southbound traffic at the intersections of Del's and Monte Vista and also Crowell and Monte Vista were needing upgrades to make the intersection easier to understand and safer. The signal indications were solid balls instead of arrows for the left turn movements and thus resulted in confusion and signal inefficiencies. Since the contractor was already working on a portion of the signal (replacing the loops related to the rehabilitation work), Staff directed the contractor to make the necessary replacements of the signal heads.

2. Extra Traffic Signal Loop Work

The contractor encountered numerous problems when replacing the traffic signal loops. The contractor was directed to install additional conduit, traffic

signal boxes detector hand wells, loops and DLC cable. All of the work performed was necessary for the installed system to function as intended.

3. Extra Landscape and Irrigation Work

After the project was bid, but before the contractor started the work some landscaping was taken out by a car that drove through the median. The contract work did not call out to replace that landscaping. Staff directed the contractor to replace the landscaping and install new irrigation facilities.

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 work performed was needed to have the facilities function as intended.

Strategic Plan Initiative: D) MUNICIPAL INFRASTRUCTURE

Goal(s): a. Identify avenues to address current deficiencies (general fund, grants, ballot initiatives, assessment district) in:

iv) Streets/Roadways

4. FISCAL IMPACT / BUDGET AMENDMENT:

Sufficient funds are appropriated in account number 215-40-420.51210, "Monte Vista Avenue Rehabilitation (#12-45)" for this Contract Change Order in the amount of \$43,984.16, bringing the contract total to \$931,021.41.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

This Action by Council does not modify the CEQA finding that Council made on September 4, 2013 and therefore no determination is needed.

7. ALTERNATIVES:

A. Not approve Contract Change Order No. 1. This option is not recommended by Staff because the work performed is needed in order for the facilities to function as intended.



Council Synopsis

5E

July 22, 2014

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

Prepared by: Stephen Fremming, Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$6,886.53 (Fund 410) with Air Solutions Inc., of Sacramento, California, for City Project No. 13-55, "HVAC Unit Replacement and Roofing at TRWQCF Operations Building"

Motion: Accepting improvements for City Project No. 13-55, "HVAC Unit Replacement and Roofing at TRWQCF Operations Building," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On January 14, 2014 Council awarded a contract in the amount of \$100,000 to Air Solutions Inc., of Sacramento, California for City Project No. 13-55, "HVAC Unit Replacement and Roofing at TRWQCF Operations Building."

Change Order History:

| | Amount | City Council Meeting |
|----------------------------|---------------|----------------------|
| Original Contract | \$ 100,000.00 | January 14, 2014 |
| Change Order No. 1 (Final) | \$ 6,886.53 | July 22, 2014 |
| Adjusted Contract Total | \$ 106,886.53 | |

Change Order No. 1:

- A. **\$2,943.55.** Increase roof cricketing to provide increased slope to roof drains. The roof had a gentle slope prior to construction, but removal of the tar and gravel roof layers not represented in the project scope (see below) flattened the slope of the existing roof to a point where new cricketing was required to increase slope towards the roof drains.
- B. **\$3,494.80.** Remove tar and gravel roof layers not represented in project scope. A layer of tar and gravel not represented in the project documents was discovered after demolition of the existing roof began. This change order item is to remove and dispose of the unforeseen layers of tar and gravel.

- C. **\$448.18.** Remove and replace dry rotted plywood decking near roof drains and replace drain clamping rings.

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. Change Order No. 1 is necessary to adjust the contract price to remove unforeseen material from the roof and improve roof drainage.
- C. 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)
 - iii. Wastewater
The work entailed in this project is crucial to maintaining the Terry Cray Operations Building in good working order.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Contingency funds have been budgeted to cover Contract Change Order No. 1 and no additional appropriation is required.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve Change Order No. 1 (Final). This option is not recommended by Staff because the items described in this change order are necessary as a result of a change in project conditions and/or project scope.
- B. Deny acceptance of completed work. Staff does not recommend this as the contractor completed the work according to the City standards.

City Project No. 13-55
HVAC Unit Replacement and Roofing at TRWQCF Operations Building





CONTRACT CHANGE ORDER

| | |
|---|--|
| Date issued: 22-Jul-14 | Change Order No.: 1 (FINAL) |
| Project Name: HVAC Unit Replacements and Roofing at TRWQCF Operations Building | |
| Air Solutions Inc. 2475 Fruitridge Rd. Sacramento, CA 95822 916-392-2444 | Project No.: 13-55 Original Contract: \$100,000.00 Contract Award Date: January 14, 2014 |

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

| ITEM | Unit: | Quantity: | Unit Price: | Total: |
|---|-------|-----------|-------------|---------------------|
| Actual Amount Paid to Contractor for Bid Items (See Attached) | --- | --- | --- | \$100,000.00 |
| Contractor's Bid Amount for Bid Items | --- | --- | --- | \$100,000.00 |
| Subtotal of Difference | | | | \$0.00 |
| A. Increase roof crickets to provide increased slope to roof drains. | LS | 1 | \$2,943.55 | \$2,943.55 |
| B. Remove tar and gravel roof layers not represented in project scope. | LS | 1 | \$3,494.80 | \$3,494.80 |
| C. Remove and replace dry rotted plywood decking near roof drains and replace drain clamping rings. | LS | 1 | \$448.18 | \$448.18 |
| Total this CCO= | | | | \$6,886.53 |
| <i>The original contract sum =</i> | | | | \$100,000.00 |
| <i>Net change by previous change orders =</i> | | | | \$0.00 |
| <i>The contract amount will be increased =</i> | | | | \$6,886.53 |
| <i>The new contract sum including this change order will be =</i> | | | | \$106,886.53 |
| <i>The contract time will be changed by (0) working days. The scheduled completion date is unchanged.</i> | | | | |

Accepted: _____ Date: _____
Contractor

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

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

CITY OF TURLOCK

FINAL QUANTITIES

HVAC Unit Replacements and Roofing at TRWQCF Project No. 13-55
 Operations Building

| Item No. | Item Description | Unit of Measure | Contractor's Unit Price | Final Actual Quantities | Final Actual Amount | Bid Quantities | Bid Amount | Total Difference |
|----------|--|-----------------|-------------------------|-------------------------|----------------------|----------------|----------------------|--------------------|
| 1 | HVAC Unit Replacements and Roofing at TRWQCF Operations Building Base Bid | LS | \$ 100,000.00 | 1.00 | \$ 100,000.00 | 1.00 | \$ 100,000.00 | \$ - |
| | SUB-TOTAL CONTRACT ITEMS = | | | | \$ 100,000.00 | | \$ 100,000.00 | \$ - |
| | CHANGE ORDERS | | | | | | | |
| 1A | Increase roof crickets to provide increased slope to roof drains. | LS | \$ 2,943.55 | 1 | \$ 2,943.55 | 0 | \$0.00 | \$ 2,943.55 |
| 1B | Remove tar and gravel roof layers not represented in project scope. | LS | \$ 3,494.80 | 1 | \$ 3,494.80 | 0 | \$0.00 | \$ 3,494.80 |
| 1C | Remove and replace dry rotted plywood decking near roof drains and replace drain clamping rings. | LS | \$ 448.18 | 1 | \$ 448.18 | 0 | \$0.00 | \$ 448.18 |
| | SUB-TOTAL CHANGE ORDER ITEMS = | | | | \$ 6,886.53 | | \$ - | \$ 6,886.53 |
| | TOTAL PROJECT = | | | | \$ 106,886.53 | | \$ 100,000.00 | \$ 6,886.53 |

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. 13-55
HVAC UNIT REPLACEMENTS AND ROOFING AT
TRWQCF OPERATIONS BUILDING**

Notice is hereby given that work on the above-referenced project located on City property at 801 South Walnut Road, was completed by the undersigned agency on July 22, 2014. The contractor of work Air Solutions Inc., 2475 Fruitridge Road, Sacramento, CA 95822, 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 July 23, 2014 at Turlock, California, Stanislaus County



Council Synopsis

5F

July 22, 2014

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement for Fiscal Years 2014-2016 in an amount not to exceed \$150,000 with DF Engineering, Inc., of Modesto, California, for City Project No. 14-35, "RFQ for Engineering and Surveying Services Retainer Agreement"

Motion: Awarding bid and approving an agreement for Fiscal Years 2014-2016 in an amount not to exceed \$150,000 with GDR Engineering, Inc., of Ceres, California, for City Project No. 14-35, "RFQ for Engineering and Surveying Services Retainer Agreement"

2. DISCUSSION OF ISSUE:

On occasion the City will have the need to outsource portions of engineering or surveying work to ensure that all priority work is completed in accordance with funding deadlines or Council expectations. Retainer agreements provide the ability for staff to promptly seek these services without having to go through the formal advertising and proposal review process for each project. Whenever services are required a service request is issued, on a project-by-project basis, with funding for that request provided through funding tied to that project.

On June 19, 2014, six (6) proposals were received for City Project No. 14-35, "RFQ for Engineering and Surveying Services Retainer Agreement." Through their proposals DF Engineering, Inc. and GDR Engineering, Inc. demonstrated a clear understanding of the terms and expectations for work required by the City. Staff is recommending the approval of a retainer agreement with both firms. Awarding retainer agreements with both firms not only promotes competition between the firms, but provides an alternative to the City in the event the City has a time sensitive request that cannot be met by one of the contracted firms.

The not-to-exceed amount of \$150,000 and two-year provided within the agreement are consistent with CalTrans requirements for utilization on federal-aid projects, which represent a large portion of the capital project work performed each year.

3. BASIS FOR RECOMMENDATION:

- A) Per the Turlock Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.
- B) Staff will be able to call on a consultant for materials testing and inspection services without having to go through a separate, competitive advertising period for each project.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):**
- b Address growth related issues (current and future)
 - v. Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Not to exceed \$150,000 per agreement. The exact cost is project dependent and will be paid for with funds associated with that project. This amount is an estimate based on past costs and future needs but does not entitle the consultant any compensation if their services are not necessary. No General Fund monies will be used for this project, unless the project itself is paid for with the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject the award of both consultant agreements. Staff does not recommend this alternative due to the fact that professional engineering and surveying services are necessary for many projects that the City has an interest in and having multiple retainer agreements provides increased competition and accountability for each of the selected firms.
- B. Reject the award of one consultant agreement, while approving an agreement with the other consultant. Staff does not recommend this alternative because the selected consultant may be unavailable at times due to various reasons, which could cause delays and affect project delivery.

RETAINER AGREEMENT
For Special Services
between
the CITY OF TURLOCK
and
DF ENGINEERING, INC.
for
ENGINEERING AND SURVEYING SERVICES
City Project No. 14-35

THIS AGREEMENT is made this 22nd day of July, 2014, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and DF ENGINEERING, INC., a private corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, CITY has a need for professional engineering and surveying services; and

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

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

1. **SCOPE OF WORK:** Includes the general Services to be provided by CONSULTANT as identified in Exhibit A (Request for Qualifications) and Exhibit B (CONSULTANT proposal), attached hereto, and the specific Services delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit C (CONSULTANT Schedule of Fees), attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the

OK
Agenda
DM

sum of this Agreement exceed One Hundred Fifty Thousand and no/100ths Dollars (\$150,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. **TERM OF AGREEMENT**: This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 22, 2014, and ending June 30, 2016, subject to CITY's availability of funds.

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

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

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

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

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

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

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

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

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

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

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. INDEMNIFICATION: CONSULTANT shall hold harmless, defend, and indemnify CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY.

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

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

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT

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

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

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

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

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

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option

CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.

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

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

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

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

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

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

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

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

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

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

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

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

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any

patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

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

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

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

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

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

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

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

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

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

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

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

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for

the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

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

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

for CONSULTANT: DF ENGINEERING, INC.
ATTENTION: SCOTT DELAMARE
3421 TULLY RD., SUITE J
MODESTO, CA 95350
PHONE: (209) 529-7450
FAX: (209) 529-0457

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

34. OTHER SOURCES: CITY reserves the right to obtain architectural, engineering, geotechnical, environmental, material testing, and special inspection services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT 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 CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

36. USE OF CITY PROJECT NUMBER: CONSULTANT agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that are related to the project. Nothing in this section shall preclude CONSULTANT from using their own project numbers for their own internal use.

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

DF ENGINEERING, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

Federal Tax ID _____

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

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

SERVICE REQUEST NO. 14-____

CONSULTANT: DF ENGINEERING, INC.

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Professional Engineering and Surveying Services ("Agreement") dated July 22, 2014, between the City of Turlock ("City") and DF Engineering, Inc. ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific engineering and surveying services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100^{ths} Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

DF ENGINEERING, INC.

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

By: _____

Title: _____

Date: _____

Address: 3421 Tully Rd.
Suite J
Modesto, CA 95350

Phone: (209) 529-7450



City of Turlock
Development Services Department
Engineering Division

Request for Qualifications

City Project No. 14-35
Request for Qualifications:
Retainer Agreement for Engineering and Surveying Services

The purpose of this Request for Qualifications is to obtain an annual retainer agreement for professional engineering and surveying services.

Submit Proposals to:

City of Turlock
Development Services Department
Engineering Division
Attention: Wayne York
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline

Tuesday, May 13, 2014
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:

Wayne York, Capital Improvement Coordinator
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5599 Ext. 4439
wyork@turlock.ca.us



Introduction

The City of Turlock is accepting proposals from qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an as needed basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

Background

The City of Turlock maintains several different types of annual, professional retainer agreements for use on an as needed basis. The retainer agreement allows the City to request services of the retained Consultant on an individual project basis as the need arises. Prior to any work completed under the retainer agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the retainer agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the owner reserves the right to seek and retain said services through other means or contractors.

Scope of Services

The proposed scope of services would include, but would not be limited to the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Requested services may involve any one, or a combination of, the following Professional Service areas:
 - a. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
 - b. Assist the City's Engineering Division with presentations and/or recommendations to the City staff or Administration;
 - c. Provide design, surveying, concepts, engineering, drafting, cost estimates and/or specifications necessary to bid and accomplish projects in support of the City's Engineering Division;
 - d. Professional services during the bid process and project construction;
 - e. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City.

Assumptions

With City Council approval, a successful Consultant shall be awarded an annual retainer agreement for engineering and surveying services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical data.

The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFQ. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Information Requested

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work;
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;

3. Services and History— Provide a list of available services as well as a listing and description of work completed;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Fees – In a separately sealed envelope, provide a fee schedule. Each proposal shall provide hourly rates of staff. This information will not be used as a determining factor as to which firm we will enter into an agreement with. It will be used as a basis of compensation for the Retainer Agreement;
6. Public Agencies – Include narrative description of experience with public agencies, if any;
7. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years. In addition, include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFQ. The proposal shall be limited to 30 pages and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an Appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to his preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFQ they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFQ, including the

professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFQ shall be included in the Agreement as an exhibit.

Contractual Requirements / Retainer Agreement

A Retainer Agreement for Engineering and Surveying Services between the City and Consultant will serve as basic document, in conjunction with a Service Request issued by the City, for each requested service for the period of July 1, 2014, through June 30, 2016.

The City may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to the consultant thirty days prior to the expiration of this Agreement. On each anniversary date the consultant will be allowed to update fees. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Consultant's published prices, whichever is lower. In all cases, City of Turlock may cancel the contract if a requested price increase is not acceptable. Please review the included sample agreement, paying special attention to the City's insurance requirements.

Proposal Submission

The consultant shall provide the information requested within the RFQ. The consultant's proposal to this RFQ consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFQ. Consultants may attach relevant information and documentation not specifically requested.

The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide two printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFQ. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select at least one firm that has sufficient expertise to handle the variety of projects the City undertakes thereby minimizing the involvement of other firms. However,

the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposals submitted
3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
 - a. Experience of the Consultant and staff selected to provide the specified services (10 pts),
 - b. Record of the Consultant in accomplishing work within any required time, and within any established budget (10 pts),
 - c. Record of the Consultant responsive to client requests (8 pts),
 - d. Ability to work with City staff (8 pts),
 - e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (4 pts)
 - f. Extent of Consultant's organization (5 pts),
 - g. Present permanent staff availability (5 pts).
4. City staff will review and rank the all proposals received from consultants and recommend the consultant(s) to receive an annual retainer agreement for the work type specified within this RFQ.

A City contract for annual consultant services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Selection Interviews

The City reserves the right to hold selection interviews with any consultant submitting a proposal under this solicitation. These interviews will be held solely at the discretion of the City and after the proposal scoring process. The intent of the City is to hold interviews only with top-scoring consultants based on the proposal selection process. The interviews would be attended by representatives of the City as well as the consultant's licensed engineer in responsible charge and licensed land surveyor in responsible charge of any project under this agreement. The selection interview will be used to gain further insight into the consultant's capabilities for the purpose of making a selection recommendation.

Anticipated Schedule of Award

Staff anticipates providing recommendations to the City Council for consideration at the regularly scheduled city council meeting on Tuesday, June 10, 2014.



• SCOTT T. DELAMARE
LS 8078
• BARBARA J. DELAMARE
CPA 46482E
• DAVID J. HOBERG
PE 53311, QSD/QSP
• JEFF CAMARENA
PE 79749

May 13, 2014

Mr. Wayne York, Capital Improvement Coordinator
City of Turlock
Development Services Department, Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380

Re: Request for Qualifications (RFQ), City Project No. 14-35
Retainer Agreement for Engineering and Surveying Services

Dear Mr. York:

DF Engineering, Inc. is pleased to present our Statement of Qualifications for consideration in response to your Request for Qualifications (RFQ) for Engineering and Surveying Services.

Commitment: This is our business. We provide Consulting Services for Land Surveying and Civil Engineering projects and we have a thorough understanding of what needs to be done to perform these services in a cost-effective and timely manner. DF Engineering, Inc. has an uncompromising commitment to providing quality service to the City of Turlock, and our mission is to provide the Development Services Department, Engineering Division, with the complete and most appropriate services to accomplish their goals. Currently, DF Engineering, Inc. has retainer agreements with the City of Modesto, Community and Economic Development Department, Land Development Engineering for Plan Line Development Services, and for Civil Plan Check and Surveying Services.

Company Profile: Our firm has been in business, for over 55 years. The firm was founded in 1957 in Modesto, California. The firm incorporated in 1972 and has maintained the office location of 3421 Tully Road, Suite J, Modesto, since that time.

Land Surveying and Civil Engineering Services: All work shall be performed by Scott T. DeLaMare, LS 8078, or David J. Hoberg, CE 53311, or under their direction, in accordance with the Professional Land Surveyors Act, and the Professional Engineers Act. All drafting work will be done in AutoCAD Civil 3D. We are currently using the 2014 version. Dave and Scott will be primary contacts for the project work.

In addition to the attached statement of Qualifications, we ask that you consider the following attributes that DF Engineering, Inc. has demonstrated over the past ten plus years:

1. ***History of successful projects on behalf of the City of Turlock.***
2. ***History of successful projects within City boundaries.***
3. ***History and familiarity with City Standards and expectations.***
4. ***Established relationships with City staff.***
5. ***Our locale: 20 minutes from City Hall.***
6. ***City of Turlock Business License since 1998.***

May 13, 2014

Mr. Wayne York, Capital Improvement Coordinator, City of Turlock

Re: Request for Qualifications (RFQ), City Project No. 14-35

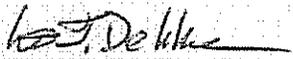
Retainer Agreement for Engineering and Surveying Services

Page 2

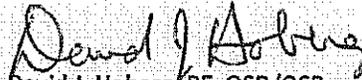
Thank you for the opportunity to provide our qualifications to the City of Turlock, Development Services Department, Engineering Division. Please call (209) 529-7450 if you require any further information, or have any questions concerning this proposal.

Sincerely,

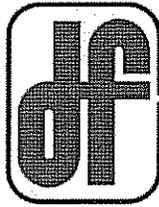
DF ENGINEERING, INC.



Scott T. DeLaMare, LS 8078
Principal Land Surveyor



David J. Hoberg, PE, QSD/QSP
Senior Project Engineer



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING

3421 TULLY ROAD, SUITE J · MODESTO, CA 95350 · 209.529.7450 · FAX 209.529.0457
www.dfengineering.com

**STATEMENT OF QUALIFICATIONS
FOR
CITY PROJECT NO. 14-35
RETAINER AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES**

**CITY OF TURLOCK
DEVELOPMENT SERVICES DEPARTMENT
ENGINEERING DIVISION**

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1. GENERAL INFORMATION

Company Information: DF Engineering, Inc.
Civil Engineering and Surveying
3421 Tully Road, Suite J, Modesto, California 95350
(209) 529-7450, F (209) 529-0457

Persons Authorized to Negotiate Contract Terms and Make Binding Agreements:

1. Barbara J. DeLaMare, President
2. Scott T DeLaMare, Vice-President

Professional Qualifications Necessary for completing the work:

Civil Engineering Services

David J. Hoberg, PE
Registered Civil Engineer
CE #53311; February 10, 1995
QSD/QSP #2018; August 30, 2011

Jeff P. Camarena, PE
Registered Civil Engineer
CE #79749; June 29, 2012

Survey Services

Scott T. DeLaMare, LS
Licensed Land Surveyor
LS #8078; September 2, 2005

2. BACKGROUND AND HISTORY – COMPANY’S CONSULTING EXPERIENCE

CITY OF TURLOCK:

DF Engineering, Inc. has been assigned an Annual Retainer Agreement for Civil Engineering and Surveying Services for the City of Turlock since 1999. Our firm has provided civil engineering and surveying services for several City projects including: **Sanitary Sewer infrastructure (main pipelines and lift stations) within Turlock’s Westside Industrial Specific Plan Area, Major Streets and Intersections in the Northwest Triangle Specific Plan Area, Sports Complex Project, Master Storm Drainage Main Lines**, various Plan Line Projects, various Reconstruction and Overlay Projects, various Topography Surveys, various Construction Staking surveys, ALTA Surveys, Parcel Maps and Record of Survey maps.

Sanitary Sewer Lift Stations at West Main/Clinton and West Main/Tegner: Provided design services for two sanitary sewer lift stations serving the Westside Industrial area; this included full topography survey of project site, evaluation of existing sewage flows and determination/confirmation of Master Planned sewer flow rates, consultation with City staff to confirm pump design capacity and desired pump station configuration. Coordinate with pump suppliers and Municipal Engineering staff to ensure operational amenities were consistent with expectations. DF Engineering prepared construction documents including improvement plans, specifications and Engineers Estimates for both locations. In addition, we provided construction support for review of submittals and responses to project RFIs.

Columbia Park Water Feature: Provided topographic survey of project site; prepare topographic base drawing and site plan for design of improvement drawings. Prepared Civil Engineering design and improvement plans including sanitary sewer service, water service and extension to project site, site grading design incorporating location of surface drain system and transition to surrounding park features. Incorporate site fencing, access gates and ramps, “gazebo”, and water feature elements as directed by City staff. Coordinated with City staff throughout all design phases of project. Provided written specifications as required. Provided quantity take off and Engineer’s Estimate of civil improvements. *The proposal for this work was not to exceed \$16,300 and required delivery of work on a very tight schedule. DF Engineering, Inc. produced the work on time and under budget (invoiced the City for \$14,500).*

Storm Drain Study/Storm Drain Lift Station Design, Limestone Road @ Medeiros Road: Services included consultation with City staff to confirm storm drainage design standards, determine storm drainage tributary boundaries, confirm sizes and locations of existing collection system and to obtain performance expectations of future pumping system including determination of point of ultimate discharge of pumped storm water. We provided a topographic survey of proposed pump station location and force main alignment. Based on confirmed drainage areas, calculated the design storm drainage runoff volume and expected peak discharge. Determine pump station flow rates for peak discharge of storm water. Consulted with City staff regarding desired pump station configuration and manufacturer. Prepared improvement plans detailing the design and layout of the proposed pump station and force main alignment. Provided Special Provisions section for inclusion in project specifications, quantity take off and cost estimates.

Lot Line Adjustment, City of Turlock Skate Park and Turlock Irrigation District Parking Structure-In progress; services perform field survey, prepare legal descriptions, plats and application package and present exhibits for final deeds to be recorded to perfect/finalize the lot line adjustment.

2. BACKGROUND AND HISTORY – COMPANY’S CONSULTING EXPERIENCE

CITY OF MODESTO:

Contact/Department: Charles L. Covolo, PE, Senior Civil Engineer for the Community and Economic Development Department, Land Development Engineering Division, Transportation, Engineering and Design Division.

Project: Survey Services for Federal Project CML 5059 (186) - Southbound McHenry Avenue to Westbound Briggsmore Avenue

Scope: Performed topography survey and topography map preparation, performed right-of-way survey and calculations, prepared legal descriptions and exhibits, prepared Record of Survey map for recording and monumentation per the Record of Survey map. Scott DeLaMare’s thoroughly complete research revealed the following complexities for this project;

1. More legal parcels affected than original plan.
2. Caltrans still had monuments and corner records (including one monument on City of Modesto GPS Control Survey, 22-S-51) to clean up after their McHenry Avenue Resurface Project.
3. Right of Way has not ever been dedicated for a right turn lane off Southbound McHenry Avenue into Shopping Center at Tokay Avenue.

Contract: 90% complete, awaiting Right-of-Way acquisition.

DF Engineering, Inc.: Scott T. DeLaMare-Principal Land Surveyor; Christopher M. Helie-Party Chief

Contact/Department: Vickey Dion, PE, Senior Civil Engineer for the Community and Economic Development Department, Land Development Engineering Division, Transportation, Engineering and Design Division.

Project: #100630 – Topography Survey – Briggsmore Pavement Rehabilitation, Sisk Road to McHenry Avenue

Scope: Research horizontal and vertical control and established onsite control network. Performed topographic field survey, plotted field survey data, prepared topographic survey map.

Contract: Completed January 2013.

DF Engineering, Inc.: Scott T. DeLaMare-Principal Land Surveyor; Christopher M. Helie-Party Chief

Contact/Department: Julie G. Hannon, Director for the Parks, Recreation and Neighborhoods Department / Jon Scarpa, Associate Land Surveyor, Utility Planning & Projects Department.

Project: Official Map, APN: 029-009-035, Archways Commons Development Project, N. 9th Street

Scope: Performed existing parcel data research, prepared Pre-Calculation Plan, performed field survey, resolved exterior boundary, prepared Official Map for recording and monumentation, prepared Deed Descriptions and Plats for recording. The main complexity of this project was the City of Modesto’s timeline required. Scott DeLaMare worked straight through two weekends to complete the project on time and within budget.

Contract: Completed April, 2012.

DF Engineering, Inc.: Scott T. DeLaMare-Principal Land Surveyor; Christopher M. Helie-Party Chief

2. BACKGROUND AND HISTORY – COMPANY’S CONSULTING EXPERIENCE

CITY OF CERES:

DF Engineering, Inc. is one of the professional engineering firms retained by the **City of Ceres** in 2011, to perform consultant engineering services on an as needed basis. Since that time, DF Engineering has been awarded and completed the design for the **Fowler West Storm Drain Lift Station, Morgan Road Sanitary Sewer Lift Station, and Hil-Mor Drive Sanitary Sewer Lift Station Rehabilitation Project, and the 2012 Water Well Standby Power Project for Wells 34, 20, 21, 28 & 38.**

CITY OF OAKDALE:

DF Engineering, Inc. held the position of City Engineer/Land Surveyor for the **City of Oakdale** from 1969 to 2006. In addition to approving and signing record maps as Oakdale City Engineer, we prepared the design specifications and improvement plans for street improvement projects which require conformity to various local and state agency requirements. In 2006, the City of Oakdale hired a staff City Engineer. DF Engineering, Inc. continued to provide services as City Surveyor.

MODESTO IRRIGATION DISTRICT/CITY OF MODESTO:

DF Engineering, Inc. was retained by **Modesto Irrigation District & City of Modesto** for the **Graphics Drive Re-Alignment & Woodland Avenue Intersection Improvements.**

The firm provided complete topography, utility research, street design, sanitary sewer, storm drain and water design, improvement plans, traffic signal plans, estimated quantities, Engineer’s estimate, Project Specifications, Storm Water Pollution Prevention Plan, provide legal descriptions for right-of-way acquisitions and abandonments. Sub-consultant coordination; KD Anderson & Associates, Inc. Transportation Engineers, Kleinfelder West, Inc. Geotechnical Services, Miller-Pezzoni & Associates, Inc. Electrical Engineers, Lionakis Structural Engineering, Ron L. Smith Landscape Architect, Communication Consultants Dry Utility/Joint Trench Consultants.

STANISLAUS COUNTY DEPARTMENT OF PUBLIC WORKS:

DF Engineering, Inc. was retained by **Stanislaus County Department of Public Works** for the **Traffic Signal Upgrade-Hatch Road and Crows Landing Road.** The firm provided complete topography, utility research, street design, improvement plans, traffic signal plans, Special Provisions section of Project Specifications, Estimated Quantities, Engineer’s estimate and Record Drawings. Sub-consultant coordination with KD Anderson & Associates, Inc., Transportation Engineers.

3. SERVICES AND HISTORY

Civil Engineering

- Storm Water Drainage Design
- Storm Water Pollution Prevention Plans
- Low Impact Development Design & Implementation
- Water Service Design
- Sanitary Sewer Lift Station Design
- Grading & Drainage Design

- Street Design & Improvement Plans
- On-Site Design & Improvement Plans
- Utility Research
- Parking Lot Design
- Project Supervision/Contract Administration

Surveying

- Topographic Surveys
- Boundary Surveys
- Legal Descriptions
- Construction Surveying
- A.L.T.A Surveys
- Parcel Maps/Subdivision Maps
- Lot Line Adjustments
- Easements/Rights-of-Way

Planning

- Re-Zone Applications
- Use Permits/Plot Plans
- Conceptual Site Plans
- Engineer's Estimates
- Cost Analysis
- Preliminary Site Design & Analysis
- Planned Developments

SERVING THE CENTRAL VALLEY SINCE 1957

- Scott T. DeLaMare, LS- Vice President/Principal
 - California Licensed Land Surveyor No. 8078, 2005
 - AA General, Modesto Junior College, 1991Scott has been employed with the firm since 1985 and has over 30 years of experience in boundary, topographic, subdivision and construction surveys; research and calculation of boundary and subdivision surveys, drafting, CAD drafting, preparation of legal descriptions, rights-of-way, preparation of improvement plans and record maps. Scott became Vice President/Secretary in 2006. Scott is currently serving as City Land Surveyor for the City of Oakdale.
- Barbara J. DeLaMare-Cremer, CPA-Vice President/Principal
 - California Certified Public Accountant No. 46482, 1986
 - BA Accounting, California State University, Stanislaus, 1984Barbara has been employed with the firm since 1986 and has over 35 years of experience in project management, entitlement processing, client coordination and working with governmental agencies. Barbara became Vice President/Chief Financial Officer in 2006 and President of the firm in 2013.
- David J. Hoberg, PE - Senior Project Engineer
 - California Registered Civil Engineer No. 53311, 1995
 - BS Engineering, University of Redlands, 1980
 - Qualified SWPPP Developer (QSD) & Qualified SWPPP Practitioner (QSP) No. 20186, 2011-2015Dave has been employed with the firm since 1990 and has over 35 years of experience in civil design for subdivisions, commercial developments and public works projects; including earthwork, pavement structural section, retaining walls, underground piping, flow analysis for sanitary sewer, water and storm drainage systems.
- Jeffrey P. Camarena, PE - Assistant Engineer
 - California Registered Civil Engineer No. 79749, 2012
 - BS Engineering, California State University, Sacramento, 2006Jeff started with the firm in 2012 and has over 10 years of experience in civil and structural engineering. Jeff's experience includes planning, designing, and directing the construction of both large and small architectural and structural projects.
- Christopher M. Helie - Party Chief/Survey Technician

Chris started with the firm in 2003 and has over 10 years of experience working in the field, under the supervision of Scott DeLaMare, Land Surveyor, performing boundary, topography and construction staking surveying.
- Anthony S. Conzoner - Civil & Survey CAD Technician
 - AAS Civil Engineer Technology, Milwaukee Area Technical College, 2013
 - BA Political Science, University of Wisconsin - MilwaukeeTony started with the firm in 2014 and has over 13 years of experience in landscape design and construction for commercial and residential clients. Tony's experience includes design, sales, project management and construction management.
- Laura L. Costa - Accounting/Administrative Assistant
 - Accounting/ Administrative, Computer Tutor Business & Technical Institute, 2013Laura joined the firm in 2014. Laura has over 20 years in office management. Laura's experience includes computerized accounting in payroll, accounts receivable, accounts payable and cash management.

DOING THE JOB RIGHT THE FIRST TIME, EVERY TIME

4. TIMELY SERVICES AND COORDINATION WITH CITY STAFF

DF Engineering, Inc. Civil Engineering and Surveying has a long successful history of tackling challenging projects with creative solutions. Projects are thoroughly researched, clear communication established, scope defined, economically evaluated and design solutions clearly presented on improvement plans and written in project specifications. All projects are coordinated with the client's expectations. The work is prepared under the control and direct supervision of the project engineer, who assumes the full responsibility for their portion of the design as mandated by licensure, with the underlying premise that the design will be safe for public health, property, and welfare.

DF Engineering, Inc. values a reputation of providing excellent and timely responsive service at a reasonable cost. Typical DF Engineering, Inc. project approach would include, but not be limited to:

- **A Team Approach:** Work with client and staff to develop a team relationship with all design professionals involved with the project. Work to establish clear lines of communication. Our staff has extensive experience in coordinating and working with governmental agencies and municipalities.
- **Define the project:** Preliminary meetings/obtain clear understanding of project objectives and scope in order to provide the specific results the client is looking for.
- **Value Engineering:** *Our staff participates in on-going education and research to provide clients with cost saving products and techniques on various types of projects; i.e. Asset and Pavement Management Services for road rehabilitation projects. In addition to our experienced staff, DF Engineering, Inc. has retained sub-consultant specialists to assist in the design and development of project deliverables. We have successfully completed projects working with Kleinfelder for geo-tech resources and KD Anderson traffic consultants.*
- **Project Research:** Topographic survey, boundary, right-of-way, vertical control, consultation with utility companies, and seek out record drawings.
- **Determine Project Controls:** Establish onsite control points referenced to the chosen datum.
- **Presentation/Improvement Plans:** Prepare Improvement Plans using latest technology AutoCAD programs, provide in-house check prior to any submittal.
- **Specifications:** Provide written specifications as required by specific project; prepare Quantity Takeoff and Engineer's Estimate.
- **Coordination with client and Design Team:** Project meetings, progress reports, proactive communication throughout project. Our goal is "no surprises". DF Engineering, Inc. has successfully coordinated design efforts with the Cities of Modesto, Turlock, Oakdale, Riverbank, Ceres, County of Stanislaus, Office of the State Architect, Caltrans, Irrigation Districts, PG&E, AT&T California, Comcast and other utility companies, school districts and railroad companies.
- **Follow up/Job Completion:** Proactively follow project to completion via acceptance by Public personnel and submission of Record Drawings.

4. TIMELY SERVICES AND COORDINATION WITH CITY STAFF

DF Engineering, Inc. staff is immediately available to respond to client's needs. Our policy, as described above, is to maintain open lines of communication and proactively seek methods and solutions to any problems that may arise during a project. We respond immediately to email or telephone inquiries and work diligently to maintain the project's schedule.

Professional Qualifications Necessary for completing the work:

Civil Engineering Services

David J. Hoberg, PE
Registered Civil Engineer
CE #53311; February 10, 1995
QSD/QSP #2018; August 30, 2011

Jeff P. Camarena, PE
Registered Civil Engineer
CE #79749; June 29, 2012

Survey Services

Scott T. DeLaMare, LS
Licensed Land Surveyor
LS #8078; September 2, 2005

5. FEES/HOURLY RATES OF STAFF

PROVIDED IN SEPARATELY SEALED ENVELOPE

6. EXPERIENCE WITH PUBLIC AGENCIES

DF Engineering, Inc. is currently consulting for the following agencies:

- City of Turlock –Development Services Department, Engineering Division; Retainer for Engineering & Surveying Services, City Project 10-40, not to exceed sum of \$100,000.
- County of Stanislaus, Public Works Department – On Call Professional Surveying Services, not to exceed sum of \$100,000.
- County of Stanislaus, Public Works Department – On Call Professional Services for Small Bridge Engineering Services on Various Projects.
- City of Modesto, Community and Economic Development Department, Land Development Engineering Division, Transportation, Engineering and Design Division – Prequalified Consultant List for Surveyor & Plan Line Development Services, with an annual maximum contract value of \$150,000 and a maximum total value of \$450,000 for three years.
- City of Modesto, Utility Planning & Projects Department – Prequalified Consultant List for Civil Engineering Services and Land Surveying Services for projects with a total budget of \$2 million or less.
- City of Modesto, Community and Economic Development Department, Land Development Engineering Division – Prequalified Consultant List for Plan Check and Surveying Services.

7. REFERENCES

Vickey Dion, City Engineer
City of Tracy
Development Services Department
333 Civic Center Plaza
Tracy, CA 95376
209.831.6424
Victoria.Dion@ci.tracy.ca.us

David A. Leamon, PE, Senior Civil Engineer
Stanislaus County
Department of Public Works
1010 10th Street, Suite 4204
Modesto, CA 95354
209.525.4302
leamond@stancounty.com

Charles L. Covolo, PE, Senior Civil Engineer
City of Modesto
Community & Economic Development Department
Land Development Engineering
1010 10th Street, Suite 3100
Modesto, CA 95354
209.571.5537
ccovolo@modestogov.com

Richard Smith, PE, Senior Mechanical Engineer
Modesto Irrigation District
1231 11th Street
Modesto, CA 95354
209.526.7463
Richards@mid.org

7. SAMPLES OF WORK

Michael Pitcock, PE
City Engineer/Director of
Development Services
City of Turlock
Capital Projects/Engineering
156 S. Broadway, Turlock, CA
209-668-5520
mpitcock@turlock.ca.us

Regional Storm Drain Trunk Line West Main Street & Soderquist Road

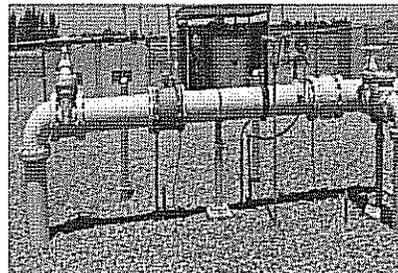
Provided Surveying & Civil
Engineering services (PS&E) for
6,500 SF of 36- and 30-inch Storm
Drain Trunk Lines. Coordination with
PGE/ATT/TID.
Fee: \$57,966
Cost: \$1,798,695
Completion: 2013



Leonard P. Guillette
Engineering Services Department
City of Ceres
2220 Magnolia St., Ceres, CA
209-538-5630
Leonard.Guillette@ci.ceres.ca.us

2012 Water Well Standby Power Project

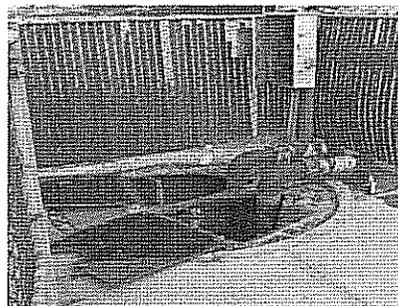
Provided Surveying & Civil
Engineering services (PS&E) for new
standby generators/emergency
power systems for five well sites.
Fee: \$44,420
Engineer's Estimate: \$979,850
Completion: 2013
Sub-Consultant: Miller-Pezzoni
Electrical Engineer



Jason K. Chapman, PE
Engineering Services Department
City of Ceres
2220 Magnolia St., Ceres, CA
209-538-5791
Justin.Chapman@ci.ceres.ca.us

Fowler West SDLS, Morgan Road SLS and Hi-Mor Drive SLS

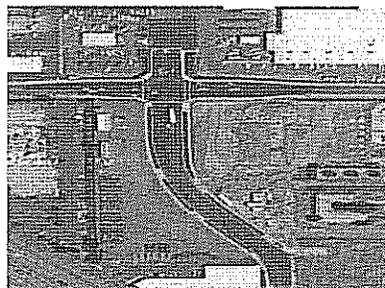
Provided Surveying & Civil
Engineering services (PS&E) for the
rehabilitation of the storm drain lift
station and sanitary sewer lift
stations.
Fee: \$30,960
Cost: \$278,998
Completion: 2013



Richard Smith, PE
Project Manager
Modesto Irrigation District
PO Box 4060, Modesto, CA
209-526-7463
Richards@mid.org

Graphics Drive & Woodland Avenue, Modesto

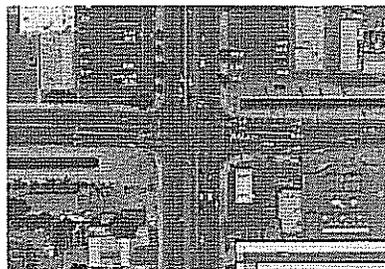
Provided Surveying & Civil Engineering
services (PS&E) to complete the
realignment of 800 feet of Graphics
Drive and the addition of a 4-way
signalized intersection.
Fee: \$116,985
Engineer's Estimate: \$1,354,830
Completion: 2011
Sub-Consultant: Kleinfelder
Geotechnical Engineer



David A. Leamon, PE
Senior Civil Engineer
Stanislaus County
Department of Public Works
1010 10th St, Ste 4204, Modesto, CA
209-525-4302
leamond@stancounty.com

Hatch Road & Crows Landing Road, Stanislaus County

The focus of this project is to replace
outdated traffic signals with new
relocated signals, remove left turn
signal poles in medians and replace
300 lineal feet of raised concrete
medians. Completion: 2011
Fee: \$58,075
Engineer's Estimate: \$556,671



RESUMES

SCOTT T. DELAMARE, LS

Principal Land Surveyor

Scott DeLaMare has over 35 years of experience in boundary, topographic, subdivision and construction surveys, research and calculation of boundary and subdivision surveys, CAD drafting, preparation of legal descriptions, plan line, rights-of-way, preparation of improvement plans and record maps. Scott is currently serving as City Surveyor for the City of Oakdale. Scott became Vice President/Corporate Secretary in 2006.

| | |
|--|---|
| Assignment | Surveying Services for Briggsmore Avenue Pavement Rehabilitation, Sisk Road to McHenry Avenue, City of Modesto, Project #100630 |
| <i>Principal Land Surveyor</i> | |
| Education | The City of Modesto selected DF to provide surveying services for the Briggsmore Avenue Pavement Rehabilitation Project, Sisk Road to McHenry. Scott's project work included: |
| <i>AA; Modesto Junior College, 1991</i> | a. Topographic Survey – Calculate horizontal and vertical control and establish onsite control network. |
| Registration | b. Topographic survey preparation, plotting, and in house plan check. Perform field walk with topographic map. |
| <i>Professional Land Surveyor, California, 2005, LS 8078</i> | |
| Experience | Topography and Record Survey for the Right Turn Lane Improvements McHenry Avenue to Briggsmore Avenue, City of Modesto, Federal Project CML 5059 (186) |
| <i>35 years</i> | |
| Joined | The City of Modesto selected DF to provide surveying services including topography, plan line, and right-of-way acquisition, for the construction of right turn lane improvements from southbound McHenry Avenue to westbound Briggsmore Avenue. Scott's project work included: |
| DF Engineering, Inc. | a. Topographic Survey. |
| (DF) | b. Right Of Way Survey and Calculations. |
| <i>1979</i> | c. Prepare Legal Descriptions and Exhibits. |
| | d. Record of Survey and Monumentation. |
| | Graphics Drive Re-Alignment for Modesto Irrigation District and City of Modesto; including Intersection Improvements at Woodland Avenue and New Graphics Drive. |
| | Modesto Irrigation District (MID) selected DF to provide street improvement plans for the re-alignment of existing Graphics Drive in preparation of the Woodland 3 Generation Plant. Land Surveying services included: |
| | a. Preparation of Vesting Tentative Parcel Map for consideration by the City of Modesto. |
| | b. Analyze title reports, research, check basis of bearing ties in field, perform topography field survey, plot topography data and solicit utility companies' input. |
| | c. Perform boundary field survey and boundary resolution. |
| | d. Preparation of legal descriptions for public utility easements, access easements and right-of-way dedication documents. |
| | e. Calculate and prepare Final Parcel Map for recording. |

RESUMES

DAVID J. HOBERG, PE
Senior Civil Engineer

Dave Hoberg has over 35 years of experience in Project Management and Civil engineering design. Dave has significant experience in underground pipeline design, infrastructure design and analysis, design of sanitary sewer and storm drainage lift stations, layout and design of public and private improvement street and utility projects involving underground construction.

| | |
|---|--|
| Assignment <i>Senior Civil Engineer</i> | Graphics Drive Re-Alignment and Intersection Improvements at Woodland Avenue, Modesto Project Engineer. Modesto Irrigation District selected DeLaMare-Fultz to provide design services for the re-alignment of Graphics Drive and intersection improvements at Woodland Avenue in preparation of the construction of the new Woodland 3 Plant. Dave provided project design involving confirmation of alignments, design and layout of 36" trunk sewers, pipeline layout and structural analysis, depth and flow analysis including regional impact on downstream system, review of supplier shop drawings. The project involved design coordination with City of Modesto, Modesto Irrigation District, local utility companies and neighboring property owners. DF provided City of Modesto with legal descriptions for abandonment of street right-of-way, future street right of ways and construction easements. |
| Education <i>B.S., Engineering, University of Redlands, 1980</i> | |
| Registration <i>Professional Civil Engineer, California, 1995, CE 53311</i> <i>Qualified SWPPP Developer QSD, 2011, #20186</i> <i>Qualified SWPPP Practitioner QSP, 2011, #20186</i> | Infrastructure Design for Northwest Triangle Specific Plan Area -NTSP (Monte Vista Corridor), City of Turlock Project Manager/Engineer. DF was retained to provide the regional infrastructure design (water, sanitary sewer, storm drainage and street design) required to develop the Monte Vista Crossings Project area. Dave provided infrastructure design including flow analysis of sanitary sewer trunk system, lift station design, extension of water mains, storm drainage analysis (design of regional storm drainage basin), pipeline structural analysis and street design and layout. Major streets involved: Monte Vista Avenue, Countryside Drive and Tegner Avenue. Project included design coordination with Omni-Means (Traffic Engineering) and Kleinfelder (Geo-tech Engineering), City of Turlock, Cal-Trans, Southern Pacific Railroad, PG&E, PacBell, Turlock Irrigation District, Keyes Community Services District and neighboring property owners throughout all phases of this successful project. |
| Experience <i>35 years</i> | |
| Joined DF Engineering, Inc. (DF) <i>1990</i> | Riverbank High School Safe Routes to School Project Project Manager. DF was retained by City of Riverbank to provide civil engineering and surveying services for a safety improvement project near a local high school. Dave managed the overall project including field topography, street design, storm drain and water design, coordination with sub-consultant (KD Anderson) to provide lighted crosswalk and traffic signals at intersection of Patterson Road and Claus Road, quantities, Engineer's estimate, special provisions section of project specifications; provided coordination with Burlington Northern Santa Fe Railroad, PG&E and PacBell; provided legal descriptions for right-of-way acquisitions, prepared applications for work in BNSF railroad right of way. |

DF Engineering, Inc. Civil Engineering & Surveying

RESUMES

JEFF P. CAMARENA, PE

Assistant Civil Engineer

Jeff Camarena has over 10 years of experience in civil engineering. His experience includes planning, designing, and directing, the construction of both large and small architectural and structural projects. Jeff is experienced in a multitude of civil engineering computer programs such as AutoCAD, Enercalc, RAM Structural System, Etabs, Risa3D, and SAP2000.

Assignment

Assistant Civil Engineer

Education

*B.S. – Civil Engineering,
California State University,
Sacramento, 2006*

Registration

*Professional Civil Engineer,
California, 2012, CE 79749*

Experience

10 years

Joined

DF Engineering, Inc.

(DF)

2012

Concrete Culvert Structure on Claribel Road, for Stanislaus County Department of Public Works

Structural Consultant. Structural design consultation. Consultant services included:

Provided structural design analysis and structural detailing of concrete culvert and trash rack.

Combined Arms Military Operations in Urban Terrain (CAMOUT) and the Home Station Military Operations in Urban Terrain (HSMOUT) Training Facilities for the United States Marine Corps

Project Engineer. United States Marine Corps awarded Allied Container Systems contract to produce, test, install, and deliver the CAMOUT HSMOUT training systems. Project Engineer services included:

- a. Developed construction documents for client review and construction.
- b. Structurally analyzed structures, including seismic and wind forces. Also, analyzed structural reinforcement needs of basements for soil pressure due to M1A1 Abrams Tank loading surcharge.
- c. Collaborated with outside consultants to produce construction documents for features of the structures.
- d. Conducted field visits to the Marine Corps Air Ground Combat Center (MCAGCC) in Twentynine Palms, CA to observe and confirm structures were being built per the construction documents.

W Hotel, Hollywood, California and Regency Tower, Riverside, California for Clark Pacific, West Sacramento, CA

Project Engineer. Clark Pacific provided architectural precast concrete for the W Hotel in Hollywood, CA and the Regency Tower in Riverside, CA. Project engineer services included:

- a. Developed construction documents for the concrete panels and structural connections.
- b. Produced logistical and field plans for production, transportation, and erection of the concrete panels.
- c. Located at site during erection to confirm panels were cast and erected per the construction documents, and to be first point should any contingency arise.

RESUMES

CHRISTOPHER M. HELIE

Party Chief

Chris Helie has over 10 years of experience in boundary, topographic, subdivision and construction surveys, research and calculation of boundary, and record maps. Chris works under the supervision of Scott DeLaMare, Land Surveyor.

| | |
|--------------------------------------|---|
| Assignment | Topographic Survey of Briggsmore Avenue, Surveying Services for Briggsmore Avenue Pavement Rehabilitation, Sisk Road to McHenry Avenue, City of Modesto |
| <i>Party Chief</i> | |
| Joined | |
| DF Engineering, Inc. (DF) | Party Chief. The City of Modesto selected DF to provide surveying services for the Briggsmore Avenue Pavement Rehabilitation Project, Sisk Road to McHenry. Chris's project work included: |
| <i>January 2003</i> | <ol style="list-style-type: none">Topographic Control – verify horizontal and vertical control.Topographic survey preparation.Perform field topographic surveys.Plat field data on map. |
| | Topography and Record Survey for the Right Turn Lane Improvements McHenry Avenue to Briggsmore Avenue, City of Modesto |
| | Party Chief. The City of Modesto selected DF to provide surveying services for the construction of right turn lane improvements from southbound McHenry Avenue to westbound Briggsmore Avenue. Reconstruction includes acquisition of right of way, construction of curb, gutter and sidewalk, and relocation or removal of power poles, underground structures, and signs. Chris's project work included: |
| | <ol style="list-style-type: none">Topographic Control – verify horizontal and vertical control.Topographic survey preparation.Perform field topographic surveys.Perform field boundary survey, locating monuments of record.Plot field data on map. |
| | Downtown Police Facility; ALTA Survey and Record of Survey Map, City of Turlock |
| | Party Chief. The City of Turlock selected DF to provide an ALTA Survey and Record of Survey map to be utilized for the design of the proposed Downtown Police Facility. Chris's project work included: |
| | <ol style="list-style-type: none">Perform boundary field survey. |



City of Turlock
Finance Office
156 S. Broadway Suite 114
Turlock, CA 95380-5454
209-668-5570
www.cityofturlock.org

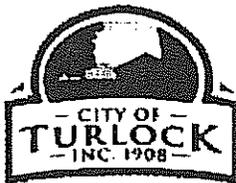
DE LA MARE-FULTZ ENGINEERING
3421 TULLY RD SUITE J
MODESTO, CA 95350-0839

TMC 3-1-103 PERSONS REQUIRED TO PAY A LICENSE TAX FOR TRANSACTING AND CARRYING ON ANY BUSINESS UNDER THIS CHAPTER SHALL NOT BE RELIEVED FROM THE PAYMENT OF ANY FEE OR TAX FOR THE PRIVILEGE OF CARRYING ON ANY SIMILAR OR RELATED ACTIVITY REQUIRED UNDER ANY OTHER PROVISION OF THIS CODE.

WHERE APPROVAL, CLEARANCE, OR A PERMIT TO CONDUCT A BUSINESS IS OTHERWISE REQUIRED BY THE PROVISION OF THIS CODE, ISSUANCE OF A LICENSE DOES NOT CONSTITUTE SUCH APPROVAL OR CLEARANCE.

The Business License Tax Certificate below must be displayed in your place of business.
To display, fold this form in thirds by folding at each of the dotted lines.

**Business License Tax Certificate Issued to
DE LA MARE-FULTZ ENGINEERING**



**3421 TULLY RD SUITE J
MODESTO, CA 95350-0839**

**LICENSE NUMBER 896641
LICENSE EXPIRATION DATE 6/30/2014**

LICENSE ISSUED FOR REVENUE PURPOSES ONLY – NOT A PERMIT TO OPERATE A BUSINESS IN VIOLATION OF CITY ORDINANCE OR STATE LAW. FAILURE TO PAY ANY LICENSE TAX DUE WILL RENDER THIS BUSINESS LICENSE INVALID.



- SCOTT T. DELAMARE
LS 6078
- BARBARA J. DELAMARE
CPA 46482E
- DAVID J. HOBERG
PE 53311, QSD/QSP
- JEFF CAMARENA
PE 79749

**CITY OF TURLOCK
 DEVELOPMENT SERVICES DEPARTMENT
 ENGINEERING DIVISION**

**CITY PROJECT NO. 14-35
 RETAINER AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES**

**DF ENGINEERING, INC.
 CIVIL ENGINEERING AND SURVEYING**

HOURLY RATE CHART

| | |
|---|------------|
| Land Surveyor/Survey Manager | 125 |
| Civil Engineer/Project Engineer | 120 |
| Assistant Civil Engineer | 90 |
| Party Chief / 1 Man Survey Crew | 70 |
| Survey Technician | 70 |
| 2-Man Survey Crew | 125 |
| * 1-Man Survey Crew - Public Works | 105 |
| * 2-Man Survey Crew - Public Works | 200 |
| Administration/Project Management | 125 |
| Executive Assistant | 50 |
| Expert Witness/Depositions | 250 |

* "Public Works" rate based upon prevailing pay rates mandated by the State Department of Industrial Relations for public works projects.

RETAINER AGREEMENT
For Special Services
between
the CITY OF TURLOCK
and
GDR ENGINEERING, INC.
for
ENGINEERING AND SURVEYING SERVICES
City Project No. 14-35

THIS AGREEMENT is made this 22nd day of July, 2014, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and GDR ENGINEERING, INC., a private corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, CITY has a need for professional engineering and surveying services; and

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

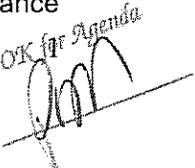
NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** Includes the general Services to be provided by CONSULTANT as identified in Exhibit A (Request for Qualifications) and Exhibit B (CONSULTANT proposal), attached hereto, and the specific Services delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit C (CONSULTANT Schedule of Fees), attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance

OK for Agenda


by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Fifty Thousand and no/100ths Dollars (\$150,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. **TERM OF AGREEMENT**: This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 22, 2014, and ending June 30, 2016, subject to CITY's availability of funds.

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

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

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

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability,

Code 1 (any auto).

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

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

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

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

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

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

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. INDEMNIFICATION: CONSULTANT shall hold harmless, defend, and indemnify CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY.

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

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

CONSULTANT shall determine the method, details and means of performing the

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

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

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

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

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

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by CONSULTANT for Default of CITY. Should CITY default

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

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

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

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

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

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

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

California Labor Code.

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

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

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

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

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

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

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in

the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for CONSULTANT: GDR ENGINEERING, INC.
ATTENTION: RICHARD RINGLER, P.E.
3525 MITCHELL RD., SUITE G (P.O. BOX 1033)
CERES, CA 95307
PHONE: (209) 538-3360
FAX: (209) 538-7370

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

34. OTHER SOURCES: CITY reserves the right to obtain architectural, engineering, geotechnical, environmental, material testing, and special inspection services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT 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 CONSULTANT's published prices, whichever is lower. In all cases, CITY may cancel the contract if a requested price increase is not acceptable.

36. USE OF CITY PROJECT NUMBER: CONSULTANT agrees to use the aforementioned City project number on all maps, drawings, submittals, billing, and written correspondence that are related to the project. Nothing in this section shall preclude CONSULTANT from using their own project numbers for their own internal use.

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

GDR ENGINEERING, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

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

Federal Tax ID _____

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CONSULTANT: GDR ENGINEERING, INC.

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Professional Engineering and Surveying Services ("Agreement") dated July 22, 2014, between the City of Turlock ("City") and GDR Engineering, Inc. ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific engineering and surveying services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100ths Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

GDR ENGINEERING, INC.

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

By: _____

Title: _____

Date: _____

Address: 3525 Mitchell Rd.
Suite G
Ceres, CA 95307

Phone: (209) 538-3360



City of Turlock
Development Services Department
Engineering Division

Request for Qualifications

City Project No. 14-35
Request for Qualifications:
Retainer Agreement for Engineering and Surveying Services

The purpose of this Request for Qualifications is to obtain an annual retainer agreement for professional engineering and surveying services.

Submit Proposals to:

City of Turlock
Development Services Department
Engineering Division
Attention: Wayne York
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline

Tuesday, May 13, 2014
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:

Wayne York, Capital Improvement Coordinator
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5599 Ext. 4439
wyork@turlock.ca.us



Introduction

The City of Turlock is accepting proposals from qualified firms to provide professional engineering and surveying services upon request from the City of Turlock on an as needed basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

Background

The City of Turlock maintains several different types of annual, professional retainer agreements for use on an as needed basis. The retainer agreement allows the City to request services of the retained Consultant on an individual project basis as the need arises. Prior to any work completed under the retainer agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the retainer agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the owner reserves the right to seek and retain said services through other means or contractors.

Scope of Services

The proposed scope of services would include, but would not be limited to the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Requested services may involve any one, or a combination of, the following Professional Service areas:
 - a. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
 - b. Assist the City's Engineering Division with presentations and/or recommendations to the City staff or Administration;
 - c. Provide design, surveying, concepts, engineering, drafting, cost estimates and/or specifications necessary to bid and accomplish projects in support of the City's Engineering Division;
 - d. Professional services during the bid process and project construction;
 - e. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City.

Assumptions

With City Council approval, a successful Consultant shall be awarded an annual retainer agreement for engineering and surveying services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical data.

The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFQ. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Information Requested

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional engineering and surveying services. Each proposal must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work;
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;

3. Services and History— Provide a list of available services as well as a listing and description of work completed;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Fees – In a separately sealed envelope, provide a fee schedule. Each proposal shall provide hourly rates of staff. This information will not be used as a determining factor as to which firm we will enter into an agreement with. It will be used as a basis of compensation for the Retainer Agreement;
6. Public Agencies – Include narrative description of experience with public agencies, if any;
7. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years. In addition, include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFQ. The proposal shall be limited to 30 pages and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an Appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to his preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFQ they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFQ, including the

professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFQ shall be included in the Agreement as an exhibit.

Contractual Requirements / Retainer Agreement

A Retainer Agreement for Engineering and Surveying Services between the City and Consultant will serve as basic document, in conjunction with a Service Request issued by the City, for each requested service for the period of July 1, 2014, through June 30, 2016.

The City may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to the consultant thirty days prior to the expiration of this Agreement. On each anniversary date the consultant will be allowed to update fees. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Consultant's published prices, whichever is lower. In all cases, City of Turlock may cancel the contract if a requested price increase is not acceptable. Please review the included sample agreement, paying special attention to the City's insurance requirements.

Proposal Submission

The consultant shall provide the information requested within the RFQ. The consultant's proposal to this RFQ consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFQ. Consultants may attach relevant information and documentation not specifically requested.

The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide two printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFQ. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select at least one firm that has sufficient expertise to handle the variety of projects the City undertakes thereby minimizing the involvement of other firms. However,

the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposals submitted
3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
 - a. Experience of the Consultant and staff selected to provide the specified services (10 pts),
 - b. Record of the Consultant in accomplishing work within any required time, and within any established budget (10 pts),
 - c. Record of the Consultant responsive to client requests (8 pts),
 - d. Ability to work with City staff (8 pts),
 - e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (4 pts)
 - f. Extent of Consultant's organization (5 pts),
 - g. Present permanent staff availability (5 pts).
4. City staff will review and rank the all proposals received from consultants and recommend the consultant(s) to receive an annual retainer agreement for the work type specified within this RFQ.

A City contract for annual consultant services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Selection Interviews

The City reserves the right to hold selection interviews with any consultant submitting a proposal under this solicitation. These interviews will be held solely at the discretion of the City and after the proposal scoring process. The intent of the City is to hold interviews only with top-scoring consultants based on the proposal selection process. The interviews would be attended by representatives of the City as well as the consultant's licensed engineer in responsible charge and licensed land surveyor in responsible charge of any project under this agreement. The selection interview will be used to gain further insight into the consultant's capabilities for the purpose of making a selection recommendation.

Anticipated Schedule of Award

Staff anticipates providing recommendations to the City Council for consideration at the regularly scheduled city council meeting on Tuesday, June 10, 2014.



Council Synopsis

59

July 22, 2014

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement for Fiscal Years 2014-2016 in an amount not to exceed \$100,000 with WMB Architects, Inc., of Stockton, California, for City Project No. 14-36, "RFQ for Architectural Services Retainer Agreement"

2. DISCUSSION OF ISSUE:

On occasion the City will have the need to seek third-party assistance with architectural review or design services to ensure that all priority work is completed in accordance with funding deadlines or Council expectations. Retainer agreements provide the ability for staff to promptly seek these services without having to go through the formal advertising and proposal review process for each project. Whenever services are required a service request is issued, on a project-by-project basis, with funding for that request provided through funding tied to that project.

On June 19, 2014, six (6) proposals were received for City Project No. 14-36, "RFQ for Architectural Services Retainer Agreement." WMB Architects, Inc. demonstrated a clear understanding of the terms and expectations for work required by the City. Staff has also worked successfully with this firm on a past project in the design and construction of the Carnegie Arts Center. Consequently, City staff is recommending the approval of a retainer agreement with this firm.

The not-to-exceed amount of \$100,000 and two-year term provided within the agreement are consistent with CalTrans requirements for utilization on federal-aid projects, which represent a large portion of the capital project work performed each year.

3. BASIS FOR RECOMMENDATION:

- A) Per the Turlock Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.
- B) Staff will be able to call on a consultant for architectural services without having to go through a separate, competitive advertising period for each project.

C) There is not currently anyone employed with the City that has the necessary qualifications to perform these services in-house.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
v. Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: This agreement shall not exceed \$100,000. The exact cost is project dependent and will be paid for with funds associated with that project. This amount is an estimate, but does not entitle the consultant any compensation if their services are not necessary. No General Fund monies will be used for this project, unless the project itself is paid for with the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject the award of an agreement with this consultant. Staff does not recommend this alternative because the selected consultant has the necessary qualifications to provide the services requested and there is not currently anyone employed by the City that can provide these services in-house.

RETAINER AGREEMENT
For Special Services
between
the CITY OF TURLOCK
and
WMB ARCHITECTS, INC.
for
ARCHITECTURAL SERVICES
City Project No. 14-36

THIS AGREEMENT is made this 22nd day of July, 2014, by and between the CITY OF TURLOCK, a municipal corporation of the State of California hereinafter referred to as "CITY" and WMB ARCHITECTS, INC., a private corporation, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, CITY has a need for professional architectural services; and

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

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

1. **SCOPE OF WORK:** Includes the general Services to be provided by CONSULTANT as identified in Exhibit A (Request for Qualifications) and Exhibit B (CONSULTANT proposal), attached hereto, and the specific Services delineated by the City Engineer in one or more written Service Requests submitted to CONSULTANT during the term of this Agreement. These Service Requests shall be numbered consecutively and attached to and controlled by the terms of this Agreement. Each such Service Request shall set forth the exact Services to be performed by CONSULTANT and the total compensation due CONSULTANT for such Services. CONSULTANT must sign and return these Service Requests before undertaking the services described therein. CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications set forth in each Service Request and herein. CONSULTANT shall provide Services that are acceptable to CITY.

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

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

4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit C (CONSULTANT Schedule of Fees), attached hereto, as full remuneration for performing all Services and furnishing all staffing and materials called for and for performance

OK for Agenda
1/2/14


by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Fifty Thousand and no/100ths Dollars (\$150,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 22, 2014, and ending June 30, 2016, subject to CITY's availability of funds.

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

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

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

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability,

Code 1 (any auto).

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

(4) Errors and Omissions/Professional Liability Insurance.

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

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

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

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

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

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

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONSULTANT; and with respect to liability arising out of work or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONSULTANT's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

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

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

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

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

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

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

(h) Subcontractors: CONSULTANT shall be responsible for the services of all subcontractors employed in conjunction with work performed under this Agreement. CONSULTANT shall include subcontractors as insureds under the policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. INDEMNIFICATION: CONSULTANT shall hold harmless, defend, and indemnify CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, the negligence, recklessness, or willful misconduct of CONSULTANT and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of CITY.

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

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

CONSULTANT shall determine the method, details and means of performing the

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

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

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

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

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

9. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT. Upon receipt of such notice, CONSULTANT shall continue to work on the current Service Request through the date of termination. CITY shall pay CONSULTANT for all work performed through the date of termination.

10. TERMINATION OF STATED EVENT:

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

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

(c) Termination by CONSULTANT for Default of CITY. Should CITY default

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

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

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

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

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

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

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

California Labor Code.

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

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

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

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

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

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

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

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

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in

the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

for CONSULTANT: WMB ARCHITECTS, INC.
ATTENTION: DOUG DAVIS
5757 PACIFIC AVENUE, SUITE 226
STOCKTON, CA 95207
PHONE: (209) 944-9110
FAX: (209) 944-5711

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

34. OTHER SOURCES: CITY reserves the right to obtain architectural, engineering, geotechnical, environmental, material testing, and special inspection services from other sources. CONSULTANT may also retain or subcontract for the services of other necessary individuals or firms with the approval of CITY. Payment for such services shall be the responsibility of CONSULTANT.

35. EXTENSION OF AGREEMENT: CITY may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. On each anniversary date, CONSULTANT 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 CONSULTANT'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

WMB ARCHITECTS, INC.

By: _____
Roy W. Wasden, City Manager

By: _____

Date: _____

Title: _____

APPROVED AS TO SUFFICIENCY:

Print name: _____

Federal Tax ID _____

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

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

CONSULTANT: WMB ARCHITECTS, INC.

PROJECT: _____

THIS SERVICE REQUEST dated _____, is an addendum to the Retainer Agreement for Professional Architectural Services ("Agreement") dated July 22, 2014, between the City of Turlock ("City") and WMB Architects, Inc. ("Consultant").

WHEREAS, upon execution, this Service Request shall be considered a part of the Agreement; and

WHEREAS, this Service Request establishes the Scope of Work and compensation amounts for specific architectural services and authorizes Consultant to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

SCOPE OF WORK

1. City agrees to compensate Consultant for the required work in accordance with the terms of payment stipulated in the Agreement and this addendum. An itemized list of tasks and a detailed cost for the completion of the required work is attached hereto as Exhibit A to this Service Request No. _____. The cost for completion of the items of work shall not exceed _____ and no/100ths Dollars (\$_____).
2. All work associated with this Service Request shall conform to the requirements of the Agreement and this addendum and shall be completed to the satisfaction of City within one (1) month of the Notice to Proceed.
3. Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF TURLOCK, a municipal corporation

WMB ARCHITECTS, INC.

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

By: _____

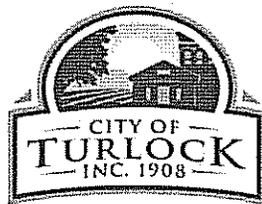
Title: _____

Date: _____

Address: 5757 Pacific Avenue
Suite 226
Stockton, CA 95207

Phone: (209) 944-9110

Fax: (209) 944-5711



City of Turlock
Development Services Department
Engineering Division

Request for Qualifications

City Project No. 14-36
Request for Qualifications:
Retainer Agreement for Architectural Services

The purpose of this Request for Qualifications is to obtain an annual retainer agreement for professional architectural services.

Submit Proposals to:

City of Turlock
Development Services Department
Engineering Division
Attention: Wayne York
156 South Broadway, Suite 150
Turlock, CA 95380

Proposal Submission Deadline

Tuesday, May 13, 2014
4:00 p.m. PST

Questions with regard to submissions, process or proposals can be directed to:

Wayne York, Capital Improvement Coordinator
Development Services Department
Engineering Division
156 South Broadway, Suite 150
Turlock, CA 95380
(209) 668-5599 Ext. 4439
wyork@turlock.ca.us



Introduction

The City of Turlock is accepting proposals from qualified firms to provide professional architectural services upon request from the City of Turlock on an as needed basis. The City will enter into an agreement with the individuals or firms selected to provide these services. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Qualifications (RFQ).

Background

The City of Turlock maintains several different types of annual, professional retainer agreements for use on an as needed basis. The retainer agreement allows the City to request services of the retained Consultant on an individual project basis as the need arises. Prior to any work completed under the retainer agreement a specific service request must be issued for each project, specifically delineating the requested services, with fees for said services based upon rates identified in the retainer agreement and in conjunction with a jointly agreeable, negotiated maximum fee for said services. Should the City fail to successfully negotiate an acceptable maximum fee for services for a specific project with the Consultant involved, the owner reserves the right to seek and retain said services through other means or contractors.

Scope of Services

The proposed scope of services would include, but would not be limited to the following:

1. Provide Consulting and/or Professional services upon the request of the City of Turlock for projects related to the City's properties and/or structures.
2. Requested services may involve any one, or a combination of, the following Professional Service areas:
 - a. Review the City's requested project and/or task to be accomplished and provide preliminary consultation, research and evaluation of same;
 - b. Assist the City's Engineering Division with presentations and/or recommendations to the City staff or Administration;
 - c. Provide concepts, architectural design, associated engineering, drafting, cost estimates and/or specifications necessary to bid and accomplish projects in support of the City's Engineering Division;
 - d. Professional services during the bid process and project construction;
 - e. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City.

Assumptions

With City Council approval, a successful Consultant shall be awarded an annual retainer agreement for architectural services. At the discretion of the City, deliverables shall be provided to the City in the form of hard copies as well as electronic copies for all specifications, reports, and all documents, including but not limited to: plans, analysis and specifications, and any necessary technical data.

The City Engineer, or his designee, will be the main point of contact to facilitate the various services requested. The selected Consultant shall have or obtain a City of Turlock business license prior to performing any of the work listed in the Agreement.

The City will screen and evaluate proposals primarily on the basis of demonstrated professional expertise. The Consultant shall be chosen on the basis of the firm's demonstrated competence, abilities and overall professional qualifications. The City reserves the right to enter into agreements with multiple consultants.

Requests for Information (RFI) must be addressed in writing and directed to the contact person specified on the front page of this RFQ. An RFI sent to any other contact person may be subject to delay or may not be received at all. Each RFI must be received at least (72) hours prior to the stated proposal submission deadline.

If the City determines that a response to an RFI is necessary for clarification, then a response will be issued in writing as an addendum for the benefit of all interested consultants. The City will not respond to an RFI received less than (72) hours prior to the proposal submission deadline, as this does not provide prospective consultants enough time to make modifications to their proposals. The City will not respond to an RFI with verbal clarification; all City responses to an RFI shall be in writing.

Information Requested

The City is seeking a qualified consultant that demonstrates extensive knowledge and experience in providing professional architectural services. Each proposal must contain a statement of qualifications that includes the following information:

1. General Information – Provide the name, address, and telephone number of the individual or firm, as well as the name of the person authorized to negotiate contract terms and make binding agreements. Include the professional qualifications necessary for completing the work;
2. Background – Provide background and history of the company's consulting experience which specifically addresses the organization's knowledge and experience. Use of a resume attachment is acceptable;

3. Services and History– Provide a list of available services as well as a listing and description of work completed;
4. Response Time – Description of individual or firm’s resources that allow for a timely delivery of services, including the names and qualifications of the firm’s staff that will be working with the City of Turlock;
5. Fees – In a separately sealed envelope, provide a fee schedule. Each proposal shall provide hourly rates of staff. This information will not be used as a determining factor as to which firm we will enter into an agreement with. It will be used as a basis of compensation for the Retainer Agreement;
6. Public Agencies – Include narrative description of experience with public agencies, if any;
7. References – Provide three or more references that can supply information on the quality of the services provided by your firm during the past two years. In addition, include descriptions of three samples of work (i.e. projects) that contain, at a minimum: the name or title of the project, the location(s) of the project, the name of the contracting agency, the total project budget, and a brief project description. The City is not requesting copies of any deliverables provided as part of the previous work; rather, just a summary of the work performed. Copies of the actual deliverables may be provided, as long as they are included in an appendix. The three references may or may not be affiliated with the three samples of work provided.

Proposal Content

The City requires each Consultant to submit a proposal clearly addressing all of the requirements outlined in the RFQ. The proposal shall be limited to 30 pages and must include a minimum of three recent or current client references, which include the address and telephone number of each reference. Resumes and a company qualification brochure may be added to the 30-page proposal, provided they are located in an Appendix at the back of the proposal. Material contained in appendices will not be used for evaluation purposes in the scoring of proposals. Though the Consultant may submit a proposal organized according to his preference, it must be clear and concise.

Should a consultant have concerns about meeting any requirements of this RFQ they may include a clearly labeled subsection within an appendix with individual statements specifically identifying their concerns and exceptions. If no exceptions are stated the City shall assume the consultant understands all of the requirements of the RFQ, including the

professional services agreement, and takes no exceptions to them. The requirements and expectations stated within this RFQ shall be included in the Agreement as an exhibit.

Contractual Requirements / Retainer Agreement

A Retainer Agreement for Architectural Services between the City and Consultant will serve as basic document, in conjunction with a Service Request issued by the City, for each requested service for the period of July 1, 2014, through June 30, 2016.

The City may elect to extend this Agreement for two (2) additional one-year terms, on the same terms and conditions, upon providing written notice to the consultant thirty days prior to the expiration of this Agreement. On each anniversary date the consultant will be allowed to update fees. Increases may not exceed increases in the San Francisco-Oakland Consumer Price Index for all urban consumers or percentage increases in Consultant's published prices, whichever is lower. In all cases, City of Turlock may cancel the contract if a requested price increase is not acceptable. Please review the included sample agreement, paying special attention to the City's insurance requirements.

Proposal Submission

The consultant shall provide the information requested within the RFQ. The consultant's proposal to this RFQ consists of the consultant's response to the information requested. Proposals should provide a straight forward and concise presentation adequate to satisfy the requirements of this RFQ. Consultants may attach relevant information and documentation not specifically requested.

The consultant shall hand-deliver or mail their proposal to the City at the address listed on the front page of the RFQ so that the proposal is received no later than the date and time specified. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline will be rejected.

The consultant shall provide two printed, bound copies of their proposal as well as one electronic copy (in PDF format) of their proposal on CD, DVD, or USB flash drive to be considered responsive. All materials submitted will become property of the City and returned only at the City's option.

Proposal Selection

Proposals will be reviewed by City staff and evaluated to determine which proposal(s) best meet the criteria of the RFQ. The final selection will be based on completeness, experience with agencies, technical merit, cost competitiveness and time to perform. It is the City's intention to select at least one firm that has sufficient expertise to handle the variety of projects the City undertakes thereby minimizing the involvement of other firms. However,

the City reserves the right to select and contract with more than a single firm for the specified services.

The City reserves the right, without qualification, to:

1. Reject all proposals.
2. Exercise discretion and apply its judgment with respect to any proposals submitted
3. Select proposals which qualify based on the following factors, with a maximum scoring potential for each factor as shown, for a maximum potential score of 50 points:
 - a. Experience of the Consultant and staff selected to provide the specified services (10 pts),
 - b. Record of the Consultant in accomplishing work within any required time, and within any established budget (10 pts),
 - c. Record of the Consultant responsive to client requests (8 pts),
 - d. Ability to work with City staff (8 pts),
 - e. Financial responsibility [years in business, number of projects completed, annual volume of work in dollars, etc.] (4 pts)
 - f. Extent of Consultant's organization (5 pts),
 - g. Present permanent staff availability (5 pts).
4. City staff will review and rank the all proposals received from consultants and recommend the consultant(s) to receive an annual retainer agreement for the work type specified within this RFQ.

A City contract for annual consultant services will be brought to the City Council for its approval. City staff shall notify the selected Consultant(s) of the final approval of the contract by the City Council. Once submitted all proposals become public records and subject to disclosure, either in part or in whole, under the California Public Records Act.

Anticipated Schedule of Award

Staff anticipates providing recommendations to the City Council for consideration at the regularly scheduled city council meeting on Tuesday, June 10, 2014.



WMB ARCHITECTS

5757 Pacific Avenue Suite 226
Stockton CA 95207
t 209 . 944 . 9110

2000 L Street Suite 125
Sacramento CA 95811
t 916 . 254 . 5546

May 13, 2014

City of Turlock
Development Services Department | Engineering Division
Wayne York
156 South Broadway, Suite 150
Turlock, CA 95380

Subject: Request for Qualifications | City Project No. 14-26
Retainer Agreement for Architectural Services

Dear Mr. York,

WMB Architects is pleased to provide you with the enclosed Statement of Qualifications for the City's consideration in awarding an annual retainer agreement for professional architectural services.

WMB has a 40-year history of providing design and technical services of the highest quality to public agency and institutional clients throughout Northern California, including the City of Turlock.

In addition to the depth of our experience, we offer several valuable attributes that will directly benefit your projects:

- Responsive service exceeding clients' expectations
- Direct and open access to Principal Architect team leader
- Central Valley firm less than an hour's drive from Turlock
- In-house Certified Access Specialist (CASP)
- Proven cost and schedule control strategies

Our focus at WMB is client service and project success. We encourage you to contact our clients to find out how WMB helped them achieve their project goals.

Our team is ready and willing to meet with you at any time.

Thank you for your consideration.

Sincerely,
WMB Architects Inc.

A handwritten signature in black ink, appearing to read "Doug Davis".

Doug Davis, Principal Architect

STATEMENT OF QUALIFICATIONS



City of Turlock

Retainer Agreement for Architectural Services
City Project No. 14-36



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General Information

WMB Architects Inc.

Stockton | Sacramento

FIRM NAME

WMB ARCHITECTS INC.

5757 Pacific Avenue

Suite 226

Stockton CA 95207

209.944.9110 main

209.944.5711 fax

PRIMARY CONTACT

Doug Davis

Principal Architect

Corporation Secretary/Treasurer

License #C28324

CASp 406

LEED® AP

209.507.8224 Direct line

Resume attached

ADDITIONAL TEAM MEMBERS

Tom Bowe

Principal Architect

License #C13357

Resume attached

Melanie Vieux

Principal Architect

License #C30857

Resume attached

Sam Harper

Staff Architect

License #C32747

Resume attached



Background

WMB Architects Inc.

Stockton | Sacramento

FIRM PROFILE

WMB Architects has a 40-year history of providing exceptional architectural service to clients throughout Central and Northern California. Our firm specializes in religious, public and institutional facility projects with complex program requirements and strict budgets. Our staff is made up of 11 creative, motivated, and skilled individuals with a focus on client service.

WMB is a strong advocate for our clients and their projects from initial project planning to building occupancy and commissioning. WMB is experienced in leading teams made up of consulting engineers and specialists, owner representatives, user groups, and systems vendors in developing and executing a successful design.

WMB works diligently to forge cooperative relationships with both jurisdictional agencies and contractors to ensure that our projects are permitted and constructed efficiently.

Services provided

- Architecture
- Master Planning
- Interior Design
- Accessibility Compliance
- Design-Build Consulting
- Programming
- Facilities Planning
- Cost Estimating
- Sustainable Design
- Entitlement Coordination
- Space Planning
- Furniture Selection
- Existing Facilities Evaluation

Project types

- Civic Buildings
- Community Centers
- Libraries
- Recreation Facilities
- Retail Facilities
- Higher Education Facilities
- Performing Arts Centers
- Wineries
- Parks
- Medical Facilities
- Religious Facilities

Clients

- Local Government Agencies
- Schools and Universities
- Corporations and Businesses
- Banks and Credit Unions
- Public Library Systems
- Churches



"You (and your colleagues at WMB) are the consummate 'result getters'."

*Pat Cavanaugh
University of the Pacific
Stockton CA*

Carnegie Arts Center

"I wanted to thank you, on behalf of the City of Turlock, for your overwhelming commitment to the project, designing a facility that stands out as a masterpiece the community can be proud of, and for your professionalism throughout the entire process. The City is fortunate to have had the privilege to work with you and your firm."

*Wayne York
City of Turlock*

Responsiveness

WMB Architects is committed to providing highly responsive service to our clients. This means:

- You have access to the Principal Architect throughout the course of the project
- Calls are returned promptly
- We solve problems proactively
- Same-day site visits and job meetings can be accommodated
- Contractors and project managers are connected to qualified, knowledgeable personnel in our office

Our Stockton office is less than 50 miles from Turlock City Hall, and WMB does not charge our clients for travel expenses.

Resumes for designated personnel are attached.

Public Agency Experience

WMB has extensive experience providing a wide-range of services for municipal projects of various sizes, from small accessibility compliance upgrades to community center complexes. We understand the budgetary constraints, aggressive schedules, and heightened level of scrutiny to which these projects are subject. Our job is to coordinate and manage the complex tasks and processes inherent in public projects and facilitate success.

Public Agency Clients

Some of our Northern California public agency clients include:

- City of Turlock
- City of Lodi
- City of Merced
- City of Stockton
- City of Manteca
- City of Palo Alto
- County of San Joaquin

Please see the Project Experience section of this SOQ for examples of successful public projects completed by WMB Architects.



Cost Control

Working with public agencies and non-profit organizations, WMB understands the importance of budget constraints and fiscal accountability. Along with the Architectural Program, the Client's Budget is one of our primary design tools.

WMB provides comprehensive cost estimating which includes not only anticipated construction costs but all soft costs attributable to the project and contingency allowances for unanticipated costs.

Cost Estimates are produced using published indexes, industry resources and results of recently-contracted similar projects within the Central Valley. WMB provides an initial estimate during the Programming Phase and continually updates and adjusts the estimate during the development of the design. If project scope begins to creep or costs begin to rise, WMB and the Design Team can offer value analysis recommendations and propose alternative design solutions to keep the project within budget.

Cost Control Strategies:

- Initial Budget Review
- Programmatic Cost Estimating
- Comprehensive Detailed Cost Estimating
- Value Analysis | Alternative Systems Evaluation
- Contingency Planning
- Construction Document Quality Control
- Contractor Cost Proposal | Payment Application Review

Schedule Management

Prior to beginning work on the project, the Project Architect will meet with City staff and develop a master schedule outlining all major project tasks and landmark completion dates. Project development meetings, stakeholder workshops, cost estimate updates, and submittal dates are all identified on the Project Schedule. Once approved by the City, the Project Schedule is sent to all members of the Design Team, and the Project Architect assumes the responsibility of managing the schedule.

In order to meet project deadlines, WMB produces 3-Week Look Ahead schedules during the pre-construction phases of the project. The 3-Week Look Ahead provides a snapshot of activities that need to take place and decisions that need to be made within a specific time frame in order to stay on schedule. Action items are accompanied by the name of the individual or party responsible for accomplishing the task.



References

Eric Picciano
P.E. Principal Civil Engineer | Chief Building Official
City of Turlock
Engineering Division
156 S. Broadway, Suite 150
Turlock CA 95380
209.668.5599 ext. 4483

Wayne York
Engineering Technician II
City of Turlock
Engineering Division
156 S. Broadway, Suite 150
Turlock CA 95380
209.668.5520

Harold Holland
Project Manager
City of Manteca
1001 W. Center Street
Manteca CA 95337
209.456.8014

Gary Wiman
Project Manager
City of Lodi
PO Box 3006
Lodi CA 95214-1910
209.333.6800 ext 2054



WMB Architects Insurance Coverage

WMB Architects meets or exceeds the insurance requirements as listed on page ii and iii of the RFQ Exhibit.

Workers' Compensation and Employer's Liability:

Complies with the laws of the State of California.

General Liability:

Comprehensive liability insurance for personal and bodily injury, including death, and property damage in the amount of \$2 million combined single limit each occurrence and \$4 million in aggregate.

Automobile Liability:

Automobile liability for personal and bodily injury, including death and property damage in the amount of \$1 million.

Professional Liability:

Professional liability insurance in the amount of \$1 million combined single limit each occurrence and \$2 million in aggregate.

Deductible:

Professional Liability deductible is \$25,000 per claim

Requested Modifications to City's Standard Agreement

WMB Architects respectfully requests the addition of the highlighted text to Paragraph 8 of the City's Standard Agreement so that it reads as follows:

8. INDEMNIFICATION

Consultant shall hold harmless, defend, and indemnify City and its elective and appointed boards, officers, agents and volunteers from and against any and all claim, demand, cost, or liability that arises out of, pertains to, or relates to, and limited to the extent caused by the proven negligence, recklessness, or willful misconduct of Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from and to the extent caused by the sole negligence, active negligence, or willful acts of City or any third party.



RESUME

Doug Davis
Principal Architect

Education

BArch 1997 Architecture
California Polytechnic State University
San Luis Obispo, California

License

2000 Architecture, California
NCARB Certification
LEED® AP
CASp

Projects

City Council Chamber Voluntary Access Upgrade
Manteca, California

Corporation Yard Master Plan
Manteca, California

Bridging Documents | City of Manteca Projects:
Animal Control Facility
Vehicle Maintenance Facility
Central Administration / Water Division Building Maintenance Facility

Neighborhood Service Center
Stockton, California

Join Use Gymnasium
Stockton, California

Northeast Branch Library
Stockton, California

McCombs Youth Center
Merced, California

Experience

Accessibility Compliance
Program Development and Master Planning of Multi-Building Projects
Procurement of Entitlements and Permits
Building Code Compliance Analysis
Architectural Design
Project Management
Management of User-Group Participation in Planning & Design Process
Engineering Consultant Coordination
Construction Coordination



RESUME

Thomas Bowe

Principal Architect

Education

MArch 1978 Architecture
University of Michigan

BA 1976 Architecture
University of California, Berkeley

License

1982 Architecture, California
2008 Architecture, Nevada
NCARB Certification

Projects

Bob Hope Theater Renovation | City of Stockton
Stockton, California

Coy and Arena Parking Structures | City of Stockton
Stockton, California

Main Library Master Plan, Expansion
and Phase II Renovation | University of the Pacific
Stockton, California

City Hall Renovation
City of Palo Alto, California

Humanities Center | University of the Pacific
Stockton, California

Janssen Lagorio Gymnasium | University of the Pacific
Stockton, California

Multi-Sport Gymnasium | University of the Pacific
Stockton, California

Main Laboratory Expansion | St. Joseph's Medical Center
Stockton, California

Generator Building | St. Joseph's Medical Center
Stockton, California

Central Utility Plant | Dameron Hospital
Stockton, California

Experience

Project Analysis and Programming
Multi-phase Project Planning
Project Design for Institutional and Public Clients
Construction Administration



RESUME

Melanie Vieux LEED® AP
Principal Architect

Education

BArch 1992 Architecture
California Polytechnic State University
San Luis Obispo, California

Interior Architectural Design
California College of the Arts
Oakland, California

License

2006 Architecture, California

Projects

El Camino Park/Mayfield Pump Stations
Palo Alto, California

Public Library Renovation
Lodi, California

City Finance Center Relocation
Lodi, California

Waterfield Office Tenant Improvement
Municipal Utilities
Stockton, California

White Slough Water Pollution Control Facility
Interior Remodel & Facility Expansion
Lodi, California

Bob Hope Theatre
Stockton, California

Johnson Ranch Racquet Club
Roseville, California

Diamond Hills Sports Club and Spa
Oakley, California

Experience

LEED® Certification Coordination
Project Management
Interior Design Including
 Space Planning
 Materials Research and Specification
 Furniture Selection
Historic Restoration Projects



RESUME

Sam Harper
Staff Architect

| | |
|----------------|---|
| Education | BArch 2006 Architecture California Polytechnic State University San Luis Obispo, California |
| License | 2010 Architecture, California - C32747 |
| Accreditations | NCARB Certification LEED® AP |
| Role | Staff Architect Charrette and conference participant |
| Projects | Stockton Collegiate International Schools Stockton, California University Park Commercial Building Stockton, California Claire's Montessori Academy Orangevale, California Lutheran Church of the Good Shepherd Reno, Nevada El Camino Park/Mayfield Pump Stations City of Palo Alto Palo Alto, California St. Mary's Interfaith Community Services Warehouse Stockton, California |
| Experience | LEED® certification coordination Architectural design Digital modeling and rendering Construction documentation Project management |



**PROJECT
EXPERIENCE**

Carnegie Arts Center
Turlock, Ca.

Lodi Public Library
Lodi, Ca.

**City of Manteca
Council Chambers
Accessible Upgrade**
Manteca, Ca.

**Neighborhood
Service Center at
Williams Brotherhood
Park**
Stockton, Ca.

**Joint Use Gymnasium at
Williams Brotherhood
Park**
Stockton, Ca.

**Pump Stations at
El Camino Park &
Mayfield**
Palo Alto, Ca.

**City of Manteca Animal
Control Facility &
Vehicle Maintenance**
Manteca, Ca.

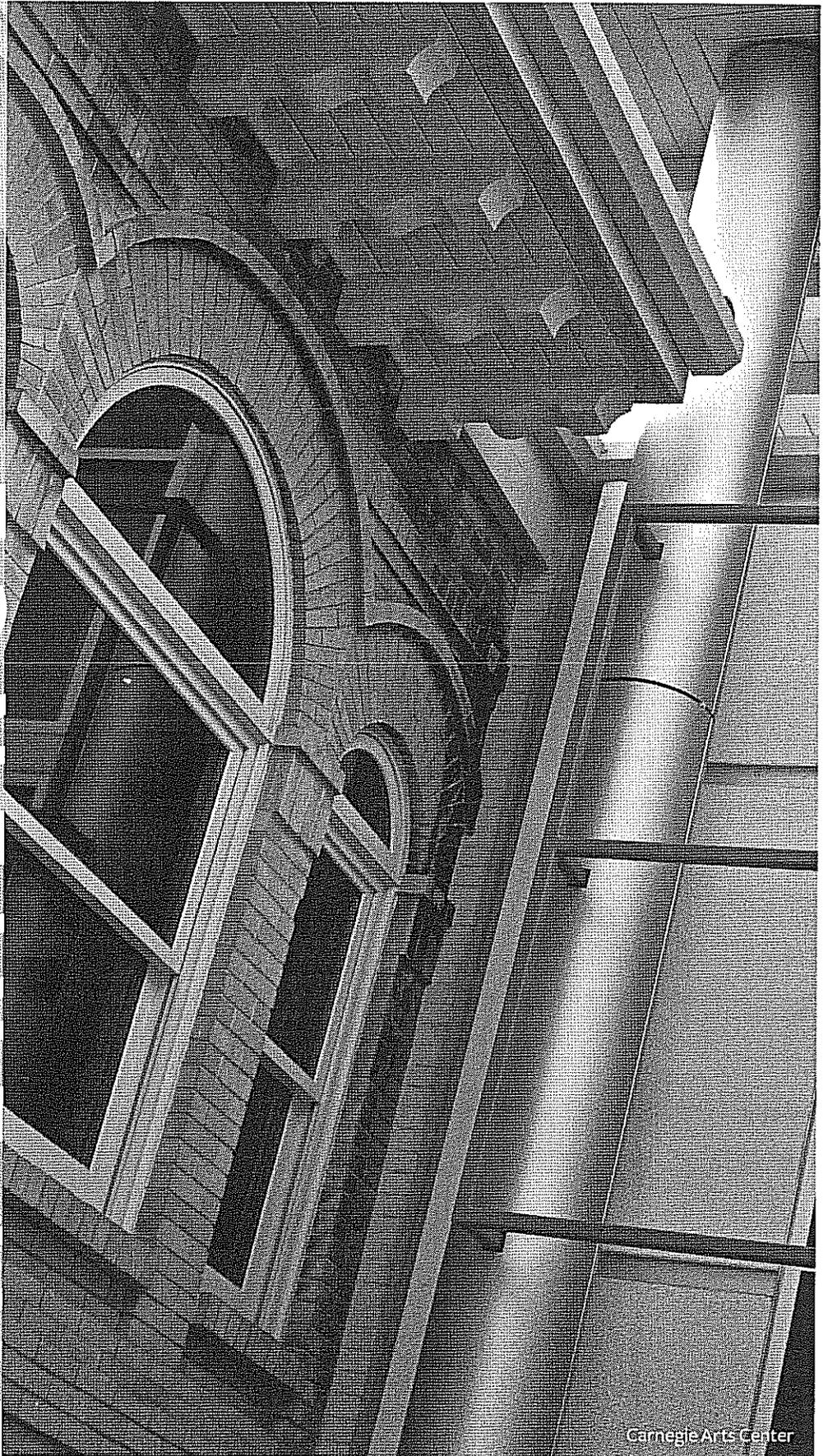
Bob Hope Theatre
Stockton, Ca.

**Arena and Coy Parking
Garages**
Stockton, Ca.

McCombs Yout Center
Merced, Ca.

**Hutchins Street Square
Community Center**
Lodi, Ca.

EXPERIENCE



Carnegie Arts Center

Civic | Arts Center

CARNEGIE ARTS CENTER

Turlock, Ca

PROJECT DATA

CLIENT

City of Turlock

Eric Picciano

Principal Civil Engineer

(209) 668-5599, ext. 4483

PROFESSIONAL SERVICES

Assessment Study

Stakeholder Workshops

Programming

Conceptual Design

Construction Documents

Construction Administration

FACILITY SIZE

18,756 sf

CONSTRUCTION COST

\$5.2 million

CONSTRUCTION

COMPLETED

2011

PROJECT FEATURES

Adaptive reuse and expansion of the historic Carnegie Library into an Arts Center

Existing Library Building:

Two 900 s.f. art classrooms

2,700 s.f. multi-use room for art shows, meetings, receptions, dinners, etc.

New addition:

5,500 s.f. gallery for art show display with movable walls for display options

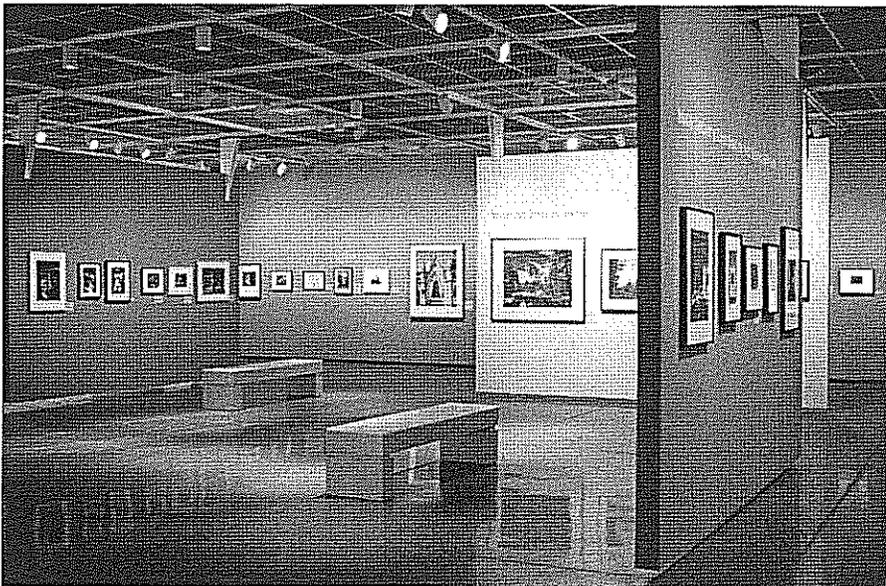
Offices and storage

Member's gallery/bookstore

5,500 s.f. multi-purpose room for performing arts, classes, rehearsals, etc.

Catering kitchen

Plaza with seating and stage for parties, receptions, etc.



Civic | Library

LODI PUBLIC LIBRARY PHASED RENOVATION

Lodi, Ca

PROJECT DATA

CLIENT

City of Lodi
Nancy Martinez, Director
(209) 333-5540

PROFESSIONAL SERVICES

Programming
Conceptual Design
Construction Documents
Construction Administration

FACILITY SIZE

28,000 sf

CONSTRUCTION COST

Phase 1 - \$1.8 million
Phase 2 - Estimated \$750,000

DESIGN COMPLETED

Phase 1 - 2009
Phase 2 - Current project

CONSTRUCTION

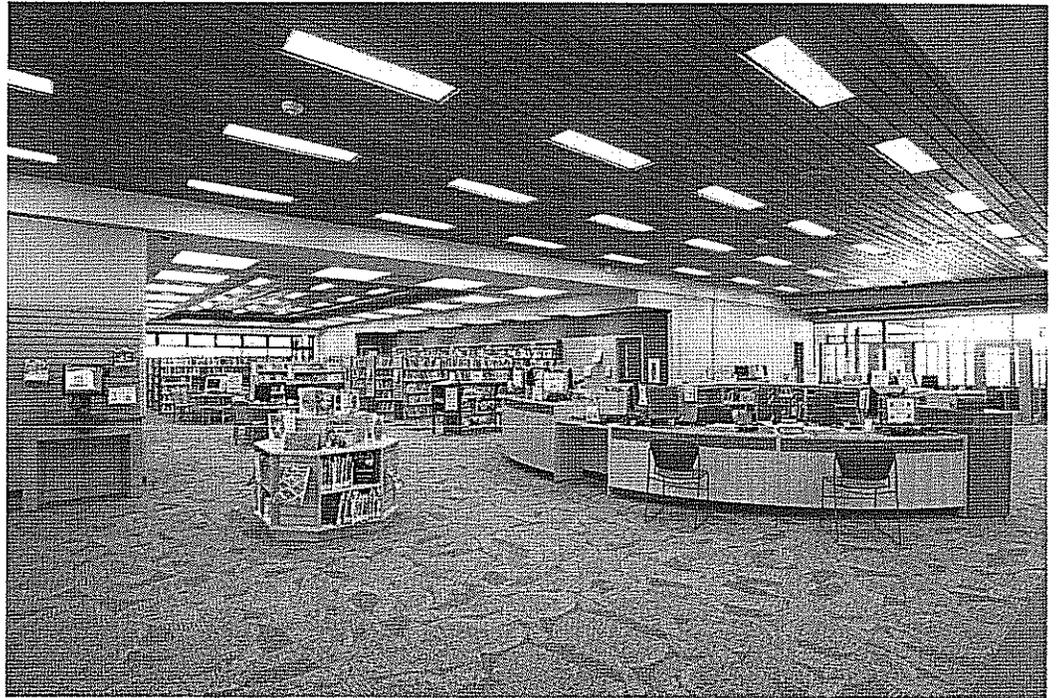
COMPLETED

Phase 1 2009

PROJECT FEATURES

Phase 1 - remodel of lobby, staff work areas, restrooms, power and communications upgrade for circulation desk and accessibility upgrade throughout

Phase 2 - Remodel of main reading room and children's reading room



Community

CITY OF MANTECA COUNCIL CHAMBER VOLUNTARY ACCESSIBILITY UPGRADE

Manteca, Ca

PROJECT DATA

CLIENT

City of Manteca
Harold Holland,
Project Manager
1001 W. Center Street
Manteca CA 95337
(209) 456-8014

PROFESSIONAL SERVICES

Design
Construction Documents
Bidding and Permitting
Construction Administration

FACILITY SIZE

2,447 sf

CURRENTLY UNDER CONSTRUCTION

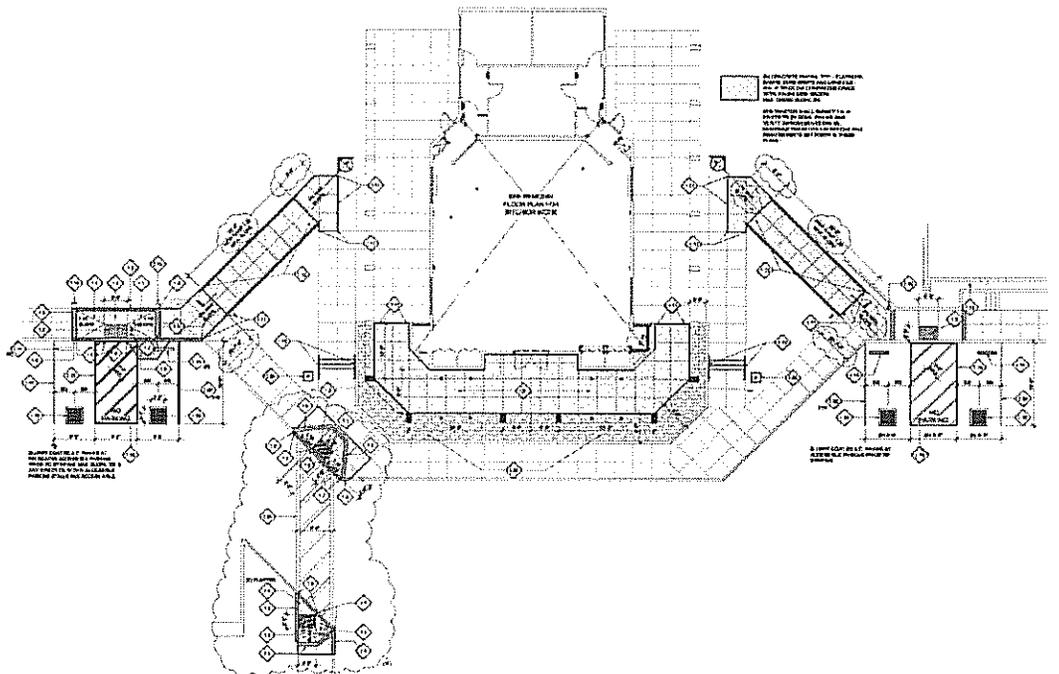
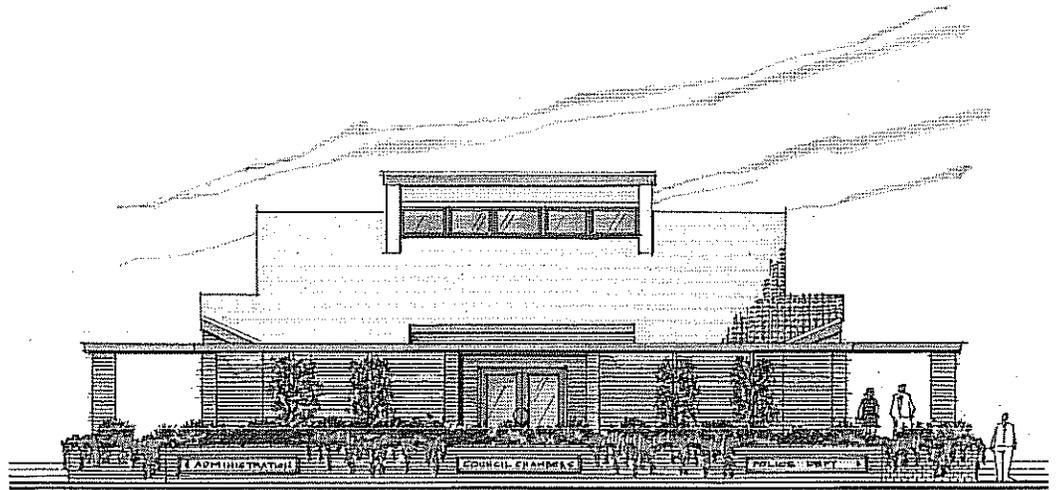
ESTIMATED

COST OF CONSTRUCTION

\$500,000

PROJECT FEATURES

Exterior sidewalk and
accessibly parking
replacement/improvements
Extension of existing covered
walk colonnade around
south face of building to new
accessible entrance
Interior improvements
to council chamber and
public restrooms for access
compliance



Community

NEIGHBORHOOD SERVICE CENTER AT WILLIAMS BROTHERHOOD PARK

Stockton, Ca

PROJECT DATA

CLIENT

City of Stockton
Steve Pinkerton
Former Director
Stockton Redevelopment
(209) 239-8455

PROFESSIONAL SERVICES

Master Planning
Programming
Design
Construction Documents
Construction administration

FACILITY SIZE

6,500 sf

CONSTRUCTION COST

\$2.65 million

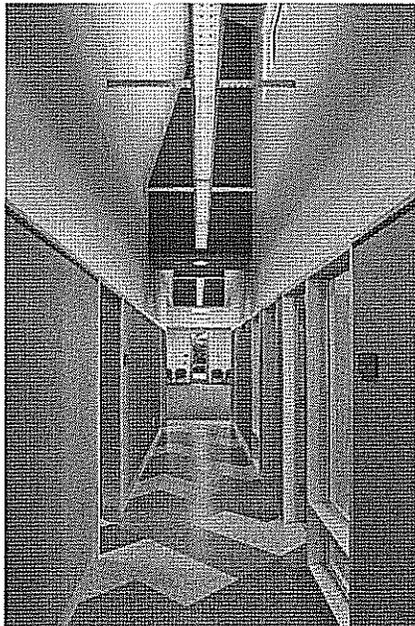
CONSTRUCTION

COMPLETED

2007

PROJECT FEATURES

Community meeting rooms
Medical clinic
Offices for non-profit
neighborhood service agencies



Community

JOINT USE GYMNASIUM AT WILLIAMS BROTHERHOOD PARK

Stockton, Ca

PROJECT DATA

CLIENT

City of Stockton
Harold Holland
Project Manager
(now with City of Manteca)
(209) 456-8014

PROFESSIONAL SERVICES

Master Planning
Programming
Design
Construction Documents
DSA permitting
Construction administration

FACILITY SIZE

15,250 sf

CONSTRUCTION COST

\$5.55 million

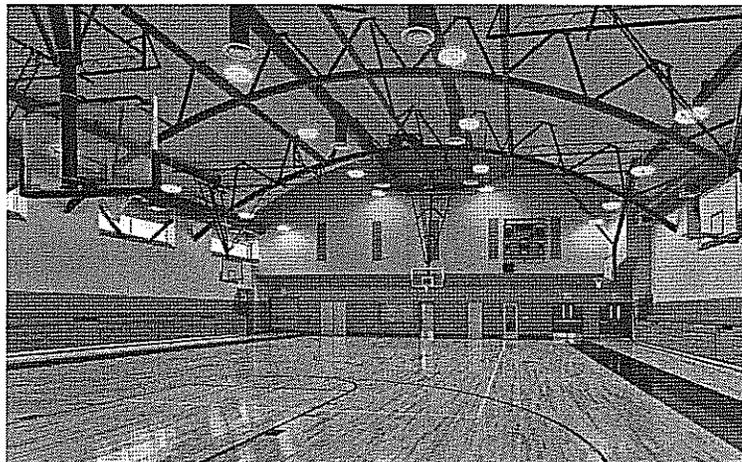
CONSTRUCTION

COMPLETED

2010

PROJECT FEATURES

Basketball/volleyball gym
Bleacher seating for 500
Meeting rooms
Catering kitchen
Jointly used by City of Stockton
& Stockton Unified School
District



Civic | Pump Stations

PUMP STATIONS AT EL CAMINO PARK & MAYFIELD

Palo Alto, Ca

PROJECT DATA

CLIENT
City of Palo Alto

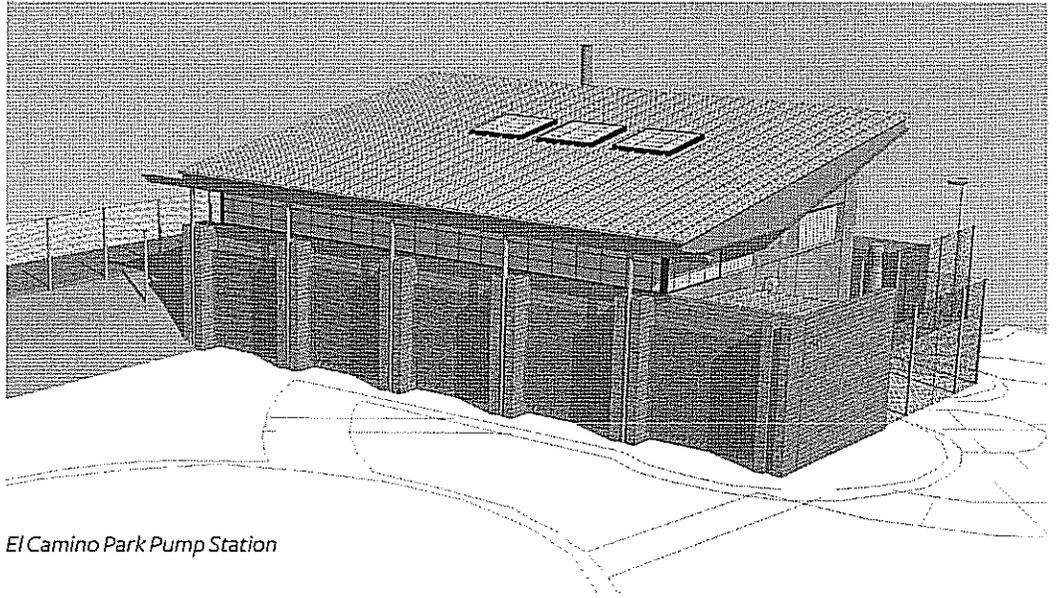
PROFESSIONAL SERVICES
Design
Construction Documents
Construction Administration

FACILITY SIZE
1,320 sf - El Camino
1,518 - Mayfield

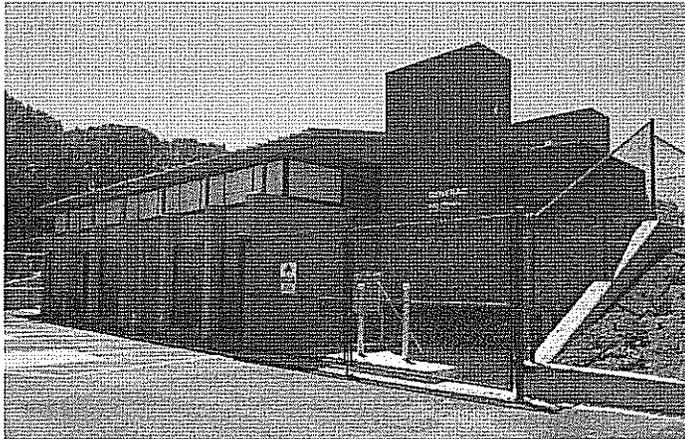
CONSTRUCTION COST
El Camino Park \$8.6 million
Mayfield \$4.8 million

CONSTRUCTION
COMPLETED
Currently under construction

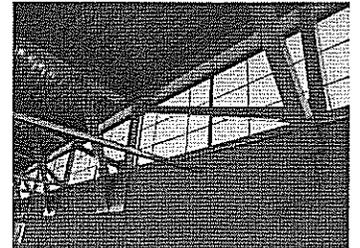
PROJECT FEATURES
Drawing inspiration for materiality and form from the surrounding vicinity each building's design and function is expressed through its structural clarity and simplicity.



El Camino Park Pump Station



Mayfield Pump Station



Community

CITY OF MANTECA ANIMAL CONTROL FACILITY & VEHICLE MAINTENANCE FACILITY

Manteca, Ca

PROJECT DATA

CLIENT

City of Manteca
Harold Holland,
Project Manager
1001 W. Center Street
Manteca CA 95337
(209) 456-8014

PROFESSIONAL SERVICES

Bridging Documents
including schematic
drawings and performance
specifications

FACILITY SIZE

5,133 sf - Animal Control
21,273 sf - Vehicle Maintenance
& Storage facilities

COMPLETED

2010 - Animal Control
2011 - Vehicle Maintenance

COST OF CONSTRUCTION

\$2.1 million - Animal Control
\$4 million - Vehicle
Maintenance



Animal Control Facility



Vehicle Maintenance Facility



Community | Renovation

BOB HOPE THEATRE RENOVATION

Stockton, Ca

PROJECT DATA

CLIENT

City of Stockton
Laurie Montes
Deputy City Manager
(209) 937-8843

PROFESSIONAL SERVICES

Assessment Study
Program
Conceptual Design
Construction Documents
Construction Administration

FACILITY SIZE

49,300 sf

CONSTRUCTION COST

\$8.5 million

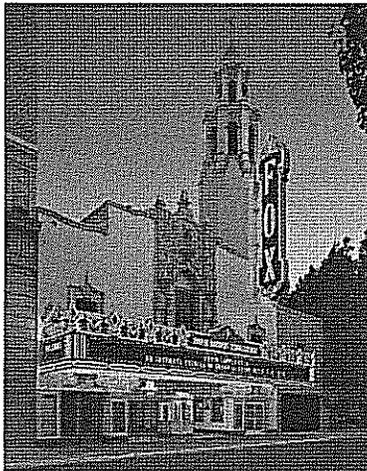
CONSTRUCTION

COMPLETED

2004

PROJECT FEATURES

Interior restoration
Replacement of rigging
Structural improvements to
stage loft and gridiron
New theatrical lighting system
New audio systems
2005 California Preservation
Foundation Design Award
Winner



Community

ARENA AND COY PARKING GARAGES

Stockton, Ca

PROJECT DATA

CLIENT

City of Stockton

PROFESSIONAL SERVICES

Design of exterior facades
Construction Documents
Coordination of public art
artists
Construction administration

CONSTRUCTION COST

\$10 million

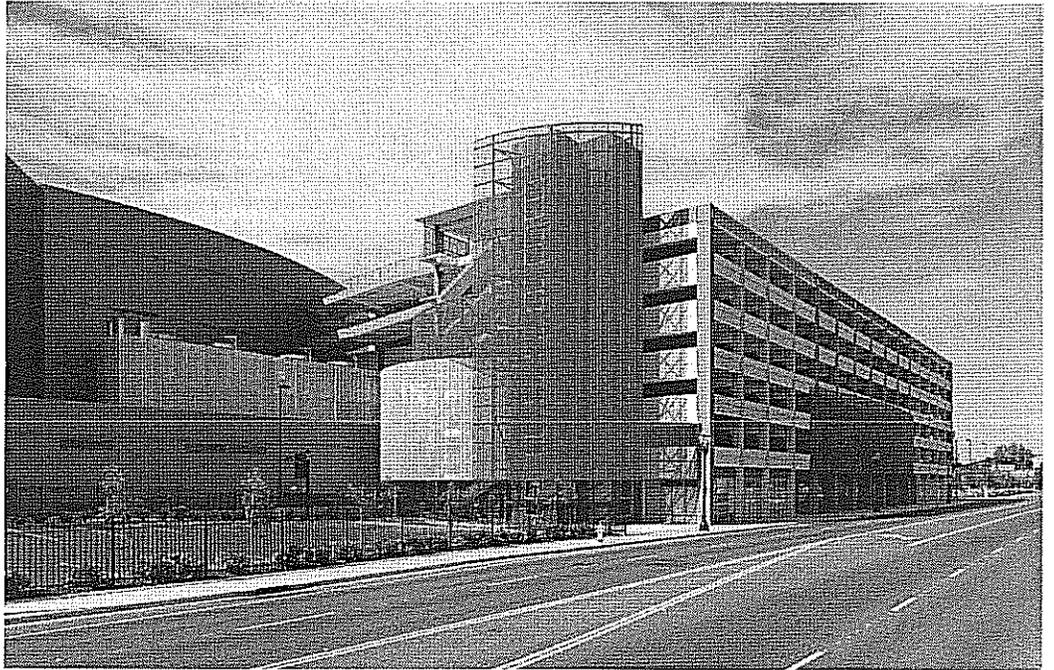
CONSTRUCTION

COMPLETED

2006

PROJECT FEATURES

Exterior materials design
and palette to complement
the architectural style of the
surrounding neighborhoods



Community | Civic

McCOMBS YOUTH CENTER

Merced, Ca

PROJECT DATA

CLIENT

City of Merced

PROFESSIONAL SERVICES

Programming

Design

Construction Documents

Construction administration

FACILITY SIZE

20,000

CONSTRUCTION COST

\$2.9 million

CONSTRUCTION

COMPLETED

2002

PROJECT FEATURES

Colorful curves mark two
distinct entrances

Multiuse gymnasium

Game and craft rooms

Lounge

Learning center

Multipurpose meeting rooms

Joint use by Boys & Girls Club

and City Parks & Community

Services



Civic | Community Center | Theatre

HUTCHINS STREET SQUARE COMMUNITY CENTER

Lodi, Ca

PROJECT DATA

CLIENT

City of Lodi

Charlene Lange

Former Center Director

(209) 334-9780

PROFESSIONAL SERVICES

Programming

Master Planning

Community workshops

Phasing strategies

Design

Construction Documents

Construction Administration

FACILITY SIZE

10.9 acres

CONSTRUCTION COST

\$20 million for

4 major phases

CONSTRUCTION

COMPLETED

2000

PROJECT FEATURES

Adaptive reuse of a high school campus which had been heavily damaged by fire

Performing arts theatre
Conference & meeting rooms

Senior complex

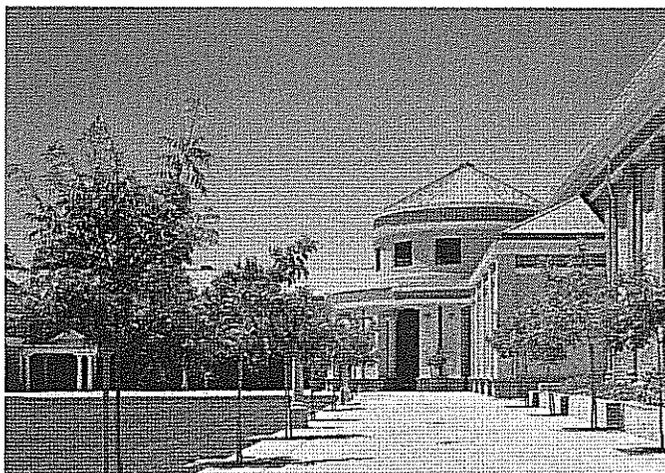
Indoor pool

Community recreation hall

Black box theatre/gallery

Children's day camp

3 acre park



Schedule of Hourly Rates

WMB Architects Inc.

Stockton | Sacramento

| | |
|-----------------------------------|------------|
| Senior Principal Architect | \$160/hour |
| Principal Architect | \$135/hour |
| Project Architect | \$125/hour |
| Staff Architect | \$110/hour |
| Project Manager | \$100/hour |
| Interior Designer | \$100/hour |
| CADD Draftsperson/Project Support | \$85/hour |
| Clerical | \$55/hour |

Statements shall be rendered monthly and paid in proportion to amount of services completed. Additional services required beyond the scope of work will be billed on a time plus materials basis.

REIMBURSABLE EXPENSE RATES

Reimbursable Expenses are in addition to compensation for basic and additional services. Reimbursable expenses such as computer plots, reproduction, color prints, presentation materials, conference calls, postage, and shipping include actual expenditures incurred by WMB Architects in the interest of the project. Reimbursable expenses are billed at 1.1 times direct cost.

WMB does not charge for mileage expenses.





Council Synopsis

5H

July 22, 2014

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 5 (Final) in the amount of \$2,124 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 4 - Landscaping, bringing the contract total to \$235,308

2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$256,529 to Duley's Landscaping, Inc., of Tollhouse, California for "Turlock Public Safety Facility," Category 4 – Landscaping. After review of the changes City Staff and Duley's Landscaping, Inc., recommend the following change order:

| Change Order History | Amount | City Council Meeting |
|---------------------------|------------|----------------------|
| Original Contract | \$256,529 | 2/1/11 |
| Change Order No. 1 | (\$29,719) | 9/27/11 |
| Change Order No. 2 | \$518 | 4/24/12 |
| Change Order No. 3 | \$2,365 | 11/13/12 |
| Change Order No. 4 | \$3,491 | 11/12/13 |
| Change Order No. 5(Final) | (14,250) | 6/24/14 |
| Change Order No. 5(Final) | \$2,124 | 7/22/14 |
| Adjusted Contract Total | \$235,308 | |

Description of change order:

Change Order No. 5(Final) replaces previously approved Contract Change Order No. 5 which was not executed. The Contractor completed the disputed items in the previous change order and is therefore entitled to the amount withheld. In addition, the contractor provided verification of extra work items that were not included previously.

Change order No. 5(Final) includes the following:

- 1) Dig up and extend sleeves due to changes in concrete layout in the amount of \$621.
- 2) Repair irrigation point of connection that was damaged in the amount of \$501.
- 3) Relocate Hawthorne and Bouganvia plants, add two Boston Ivy plants with trellis supports and add four trellis supports for Bouganvia plants in the amount of \$1,002.

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative C. PUBLIC SAFETY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

The current contract amount of \$233,184 will be increased in the amount of \$2,124, bringing the total contract to \$235,308 (Fund 305)

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

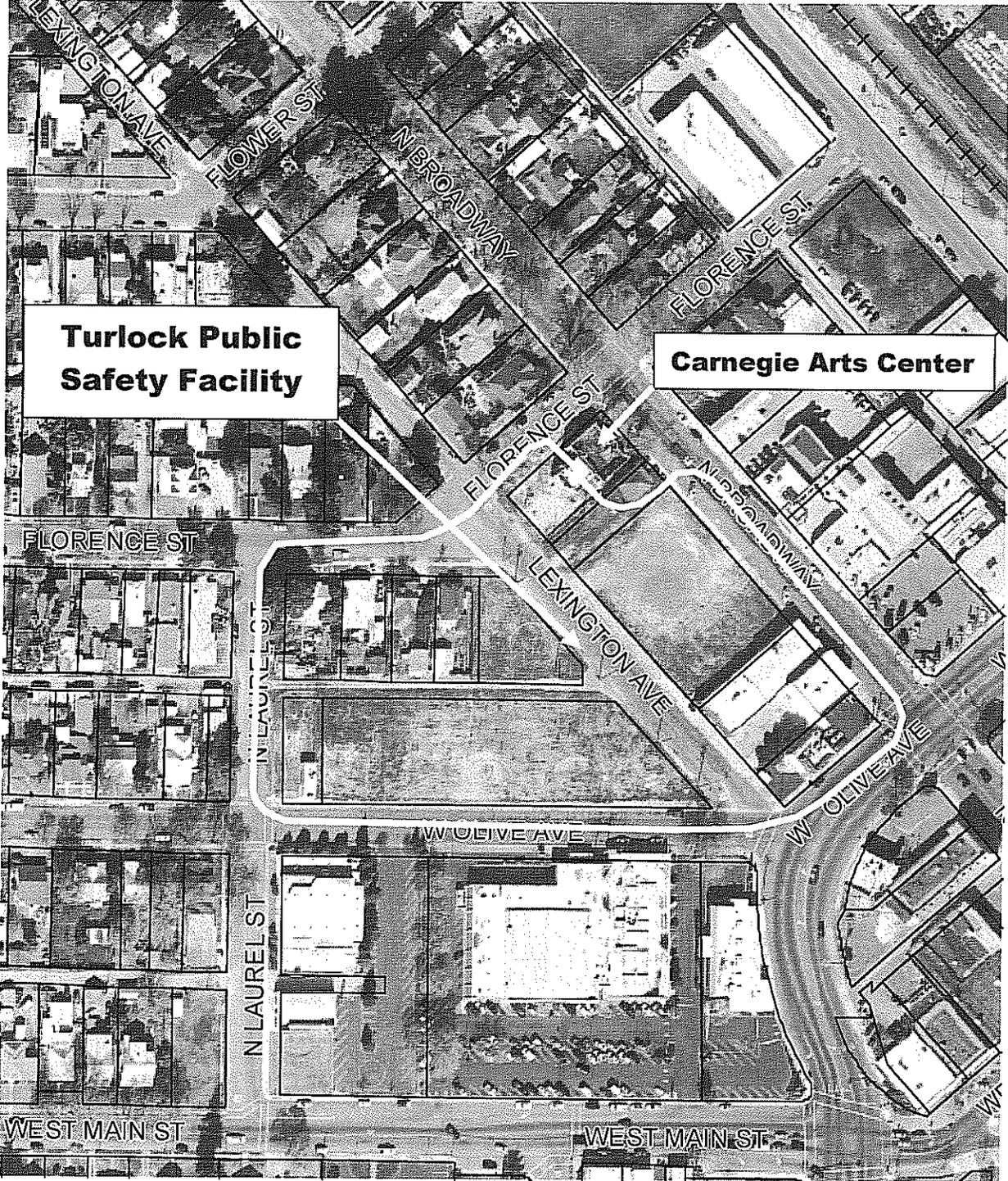
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve Change Order No. 5(Final). This option is not recommended by City Staff because the extra work was needed to comply with City standards, as well as the project plans and specifications.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)





CONTRACT CHANGE ORDER

Date issued: 22-Jul-14 Change Order No.: 5 (FINAL)
 Project Name: Turlock Public Safety Facility

Duley's Landscaping, Inc. Project No.: 0804B - Category 04
 28876 Topaz Contract For: \$256,529.00
 Tollhouse, CA 93667 Contract Award Date: February 1, 2011

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

| ITEM | Unit: | Quantity: | Unit Price: | Total: |
|---|-------|-----------|-------------|-------------------|
| Actual Amount Paid to Contractor for Bid Items (See Attached) | — | — | — | \$256,529.00 |
| Contractor's Bid Amount for Bid Items | — | — | — | \$256,529.00 |
| Subtotal of Difference | | | | \$0.00 |
| 1. Dig up and extend sleeves due to changes in concrete layout. | — | — | — | \$621.52 |
| 2. Repair irrigation point of connection that was damaged. | — | — | — | \$500.64 |
| 3. Relocate Hawthorne and Bouganvia plants, add two Boston Ivy plants with trellis supports and add four trellis supports for Bouganvia plants. | — | — | — | \$1,002.06 |
| Total this CCO= | | | | \$2,124.22 |

| | |
|--|---------------|
| The original contract sum = | \$256,529.00 |
| Net change by previous change orders = | (\$23,345.13) |
| The contract sum will be (increased) by this Change Order = | \$2,124.22 |
| The new contract sum including this change order will be = | \$235,308.09 |
| 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

51

July 22, 2014

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving a reimbursement agreement between McDonald's USA, LLC, Gryphon Capital, LLC and the City of Turlock, in an amount not to exceed \$413,156.20, for construction of East Avenue Public Improvements identified in the Capital Facilities Program Fee Nexus Study

Resolution: Appropriating \$413,156.20 to account number 305-40-440.43272 "Reimburse Developers" from CFF Transportation Reserve for reimbursement of East Avenue Public Improvements constructed by McDonald's USA, LLC, as identified in the Capital Facility Fee Nexus Study

2. DISCUSSION OF ISSUE:

On June 19, 2014, Vigen Inc. was issued a Minor Discretionary Permit for the construction of a McDonald's restaurant at 300 & 311 S. Golden State and 250 E. Marshall Street. The project will be bounded by Golden State Boulevard, Marshall Street, Center Street and East Avenue and include full build out of all frontage improvements along each street with replacement of existing non-standard improvements and existing improvements in disrepair.

The reimbursement agreement before City Council is specific to the East Avenue improvements which include dedication of right of way, construction of curb, gutter, sidewalk and roadway widening, undergrounding of Turlock Irrigation District overhead power lines and the relocation of existing traffic signal poles and signal cabinet at the intersection of East Avenue and S. Golden State Boulevard. The East Avenue improvements were identified as necessary in the General Plan update and the Capital Facility Fee (CFF) Nexus Study included funding for improvements. As such, developers who install CFF improvements will receive fee credits or reimbursements. Staff recommends approval of the reimbursement agreement.

3. BASIS FOR RECOMMENDATION:

(A) All reimbursement agreement must be approved by the City Council.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

- \$413,156.20 – The appropriation of the funds from CFF Transportation reserve is necessary to fund the reimbursement.

No General Fund money will be used to fund the proposed improvements.

5. CITY MANAGER'S COMMENTS:

Recommend approval

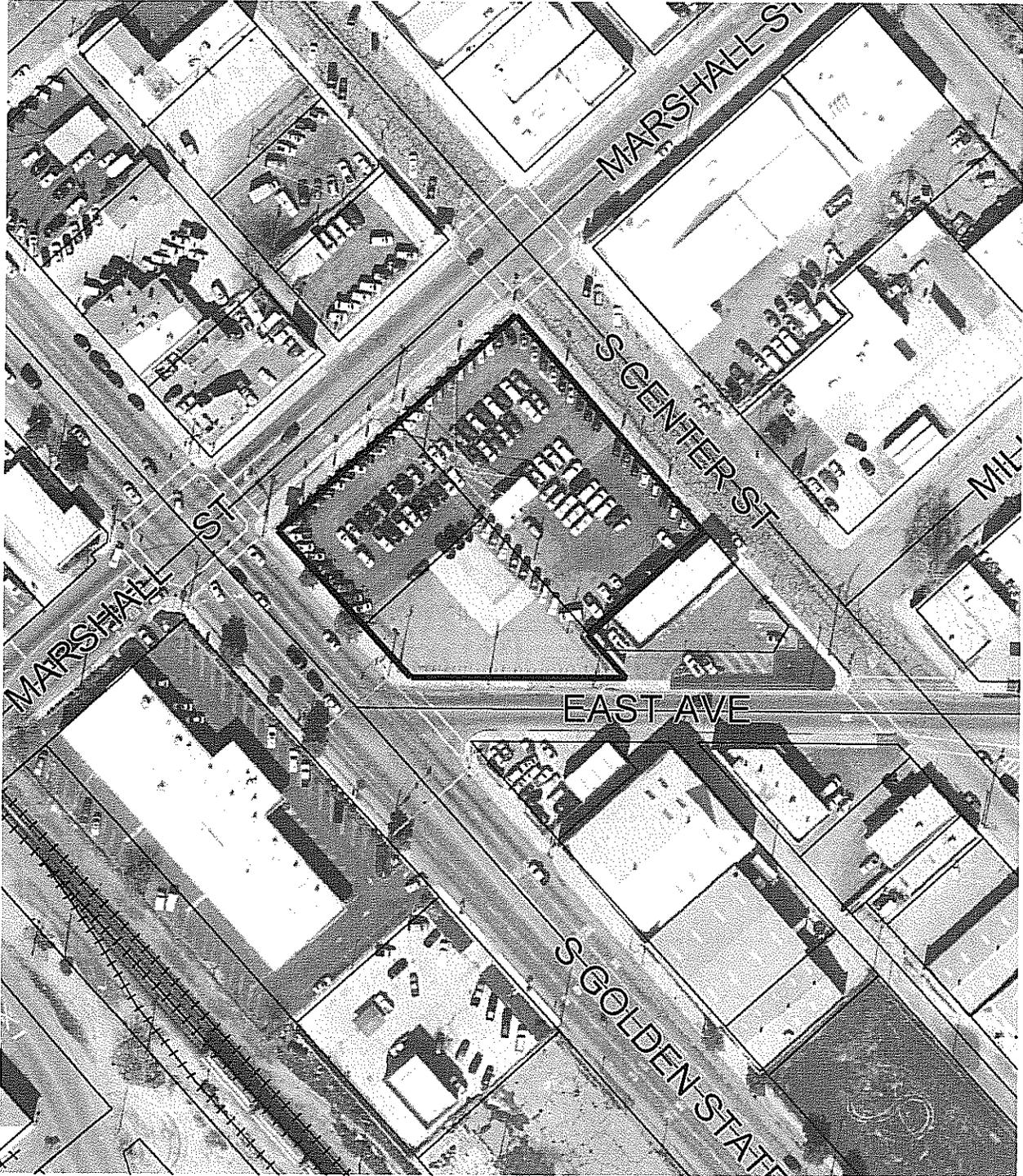
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Not approve the motion and resolution as presented. Staff does not recommend this as this is a mechanism to spur economic growth through public infrastructure improvements.

LOCATION MAP



RECORDING INFORMATION

When recorded, please return to:

CITY OF TURLOCK
DEVELOPMENT SERVICES
ENGINEERING DIVISION
156 South Broadway, Suite 150
TURLOCK, CA 95380

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (hereinafter this "**Agreement**") is entered into July 22, 2014, by and between the **CITY OF TURLOCK**, a general law city, organized and existing under the laws of the State of California (hereinafter the "**City**"), and **McDONALD'S USA, LLC, a Delaware limited liability company** (hereinafter "**McDonald's**") and **GRYPHON CAPITAL, LLC, a California limited liability company** (hereinafter "**Gryphon**"). McDonald's, Gryphon and the City are, from time to time, hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. McDonald's has executed a Ground Lease dated April 30, 2014, (the "Lease") with Gryphon, the owner, of that certain parcel of real property, APN 061-017-001, APN 061-017-003 and APN 061-017-004, consisting of approximately 1.25 acres located within the incorporated boundary of the City as diagrammed on the plat map set forth as Exhibit "A", and as set forth in the legal descriptions in Exhibit "B" (the "Land").

B. Gryphon shall be responsible for the dedication of 22 feet of right of way along East Avenue adjacent to APN 061-017-003.

C. McDonald's intends to construct the frontage improvements along East Avenue adjacent to APN 061-017-003.

D. All East Avenue frontage improvements, including the modification of the traffic signal at Golden State Boulevard, are included in the City's Capital Facilities Fee (Transportation) program.

NOW, THEREFORE, in consideration of the promises and provisions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. General Provisions.

1.A. Incorporation of Recitals. The Recitals set forth above, the introductory paragraph preceding the Recitals, all defined terms and all exhibits described herein are hereby incorporated into this Agreement as if set forth herein in full.



1.B. Effective Date. This Agreement shall become effective upon the execution of the Agreement by the Parties ("Effective Date").

1.C. Term. The term of this Agreement shall commence upon the Effective Date and shall extend until "Project Completion." For purposes of this Agreement, "Project Completion" shall mean 30 days following completion and acceptance in writing of the East Avenue frontage improvements from the City Engineer of the City of Turlock.

Section 2. Definitions. In this Agreement, unless the context otherwise requires:

2.A. "City" or "Turlock" shall mean the City of Turlock.

2.B. "Cost of Improvements" shall mean the fixed dollar amount set forth in Exhibit "C".

2.C. "Effective Date" shall have that meaning set forth in Section 1.B of this Agreement.

2.D. "Infrastructure Improvements" shall mean those infrastructure improvements required by the City that are specifically identified in Exhibit "C."

2.E. "Land" is defined in Recital A and incorporated herein by reference.

2.F. "Project" includes the land plus infrastructure improvements at the densities, intensities and uses as described in the Project Approvals.

2.G. "Project Approvals" means the legislative and quasi-adjudicatory approvals by the City, including but not limited to the General Plan Amendment, Zoning Reclassifications, the Specific Plan, and any subsequent planned developments, tentative or final maps submitted to the City within the Project area.

2.H. "Project Completion" shall have that meaning set forth in Section 1.C of this Agreement, which is incorporated herein by reference.

2.I. "Reimbursements" shall mean the sum paid to McDonald's for construction of East Avenue frontage improvements.

2.J. "Subsequent Approvals" shall mean those approvals necessary to implement the Project Approvals that have not been conferred as of the Effective Date of this Agreement.

Section 3. Obligations of McDonald's and City.

3.A. Obligation of McDonald's. McDonald's will construct the full frontage improvements as described in Exhibit "C." All such construction shall be performed by duly licensed contractors. All contractors performing work on the Infrastructure Improvements shall pay the general prevailing wage rates of per diem, overtime and holiday wages as determined by the Director of the Department of Industrial Relations pursuant to California Labor Code §1720 et seq. McDonald's or McDonald's contractor shall procure an encroachment permit, pay all plan check and inspections fees and provide construction security in accordance with City requirements. All construction is to be inspected and approved by City and must be completed in accordance with City of Turlock Standard Specifications and Drawings and requirements as

determined by the City Engineer. McDonald's shall request reimbursement by providing the city a copy of all invoices paid to its contractor and engineer for work completed on East Avenue following completion and acceptance of the work by the City.

3.B. Obligation of City. The City shall make payments to the McDonald's within Thirty (30) days following completion and acceptance of the work by City, release of lien from all contractors noting that they have been paid in full and a request for reimbursement by the McDonald's in the amount not to exceed the amount detailed in Exhibit "C."

Section 4. Development of Project. The Project's permitted uses; density and intensity of use; provisions for reservations or dedication of land for public purposes and location of public improvements; location of public utilities; and other terms and conditions of development applicable to the Project, shall be those set forth in this Agreement, the Project and the Project Approvals, and any amendments thereto.

Section 5. McDonald's Reimbursements.

5.A. Infrastructure Improvements. McDonald's is making a capital advance to construct a portion of the infrastructure improvements required by the City of Turlock General Plan and associated Capital Facility Fees Nexus Study. In order for McDonald's to recover its contribution for the construction of the infrastructure, City agrees to the mechanisms outlined in this Agreement to provide McDonald's the reimbursement of its cost of improvements for the Project's Infrastructure Improvements as set forth in Section 2.D of this agreement.

At McDonald's written request, the City shall place funds in an escrow account in the not to exceed amount detailed in Exhibit "C" prior to commencement of construction activity. All fees associated with the escrow account shall be paid by McDonald's.

5.B. Completion of Reimbursements. At such time as City has made cash reimbursements equal to the actual Cost of Improvements as detailed in Exhibit "C" in the sum not to exceed \$413,156.20, the City shall have no further obligation under this Agreement.

Section 6. Third Party Beneficiary. Nothing herein shall be construed to create any right of a third party to enforce this Agreement or to seek any benefit there from.

Section 7. Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of the City and McDonald's.

Section 8. Third-Party Legal Challenger. In the event of any legal or equitable act, action, or other proceeding instituted by a third party, other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending said action. In the event any legal action or special proceeding is commenced by any person or entity, other than a party or a member of McDonald's, challenging this Agreement or any provision herein, the McDonald's or members of McDonald's agree to cooperate with each other in good faith to defend said lawsuit, each party and any member of McDonald's to be liable for its own legal expenses and costs. Notwithstanding the foregoing, City may elect to tender the defense of any lawsuit filed by a third person or entity to McDonald's and/or member of McDonald's to the extent applicable thereto, and, in such event, McDonald's and/or member of McDonald's shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, attorneys' fees and expenses of litigation ordered to the prevailing party or parties in said litigation. McDonald's and/or member of McDonald's shall not settle any lawsuit on

grounds which include, but are not limited to, non-monetary relief, without the consent of the City. City shall act in good faith and shall not unreasonably withhold consent to settle.

Section 9. Default.

9.A. Legal Action. City and McDonald's may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default; to enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof; or to obtain any remedies consistent with the purpose of this Agreement. Provided however that this Agreement creates no obligation of McDonald's to develop the Project or to develop the Project at any given schedule, and therefore, City shall not have the right to seek specific performance or any other legal remedy against the McDonald's with respect thereto, nor to seek specific performance to compel construction of any improvements. Any legal actions hereunder shall be initiated in the Superior Court of the County of Stanislaus, State of California, or in the Federal District Court in the Eastern District of California.

9.B. Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. If legal action by either party is brought because of breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to reasonable attorneys' fees and court costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary or appropriate costs incurred in the litigation.

Section 10. Hold Harmless Agreement. McDonald's agrees to and shall hold the City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death, and claims for property damage which may arise from the direct operations of the McDonald's or those of its contractors, subcontractors, agents, employees, or other persons acting on its behalf with respect to the Project. McDonald's agrees to and shall defend the City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of McDonald's's direct activities in connection with the Project.

Section 11. Other Necessary Acts. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder.

Section 12. Conflict Between Agreement and Exhibits. If a conflict exists between the terms of the Agreement and the Exhibits, the Agreement shall control over the inconsistent portion of any Exhibit.

Section 13. Notices. Any notice or communication required hereunder between City or McDonald's must be in writing, and may be given either by registered or certified mail, return receipt requested, or by overnight or other courier service. If given by registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after refusal of delivery of a registered or certified letter containing such notice, properly addressed, with postage prepaid. Any party hereto may at any time, by

giving ten (10) days written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address. Such notices or communications shall be given to the parties at their addresses set forth below:

If to City, to: City of Turlock
156 S. Broadway, Suite 230
Turlock, California 95380
Attn: Roy Wasden, City Manager

If to McDonald's, to: McDonald's USA, LLC
One McDonald's Plaza
Oak Brook, Illinois 60523
Attention: US Legal Department
L/C: 004-4877

With a copy to: McDonald's USA, LLC
2999 Oak Road
Suite #900
Walnut Creek, California 94597
Attention: Development Director
L/C: 004-4877

Section 14. Estoppel Certificate. Within forty-five (45) days following any written request which either party may make from time to time, the other party to this Agreement shall execute and deliver to the requesting party a statement certifying that:

This Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; and

There are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and

Any other reasonable information requested. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the party which fails to deliver such statement that this Agreement is in full force and effect without modification except as may be represented by the requesting party and that there are no uncured defaults in the performance of the requesting party, except as may be represented by the requesting parties, and as to such other information reasonably requested by the requesting party. McDonald's shall be entitled to one estoppel certificate per year without any fee being assessed by the City. For any additional estoppel certificates requested in a single year the City may charge McDonald's a reasonable fee, not to exceed \$250, directly related to the actual cost to prepare the certificate.

Section 15. Entire Agreement. This Agreement consists of seven (6) pages plus Exhibits "A" through and including "C" which constitute, in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

Section 16. Binding Effect. The burden of this Agreement shall bind, and its benefits shall inure to the successors-in-interest of the City and McDonald's.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first above written.

CITY OF TURLOCK, a municipal corporation

MC DONALDS USA

[Signatures below must be notarized]

By: _____
Roy Wasden, City Manager

By: _____
Signature

Date: _____

Name: _____
Print

APPROVED AS TO FORM AND LEGALITY:

Title: _____

By: _____
Phaedra A. Norton, City Attorney

Date: _____

APPROVED AS TO SUFFICIENCY

By: _____
Signature

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

Name: _____
Print

Title: _____

ATTEST:

Date: _____

By: _____
Kellie E. Weaver, City Clerk

GRYPHON CAPITAL, LLC

[Signatures below must be notarized]

By: _____
Signature

Name: _____
Print

Title: _____

Date: _____

By: _____
Signature

Name: _____
Print

Title: _____

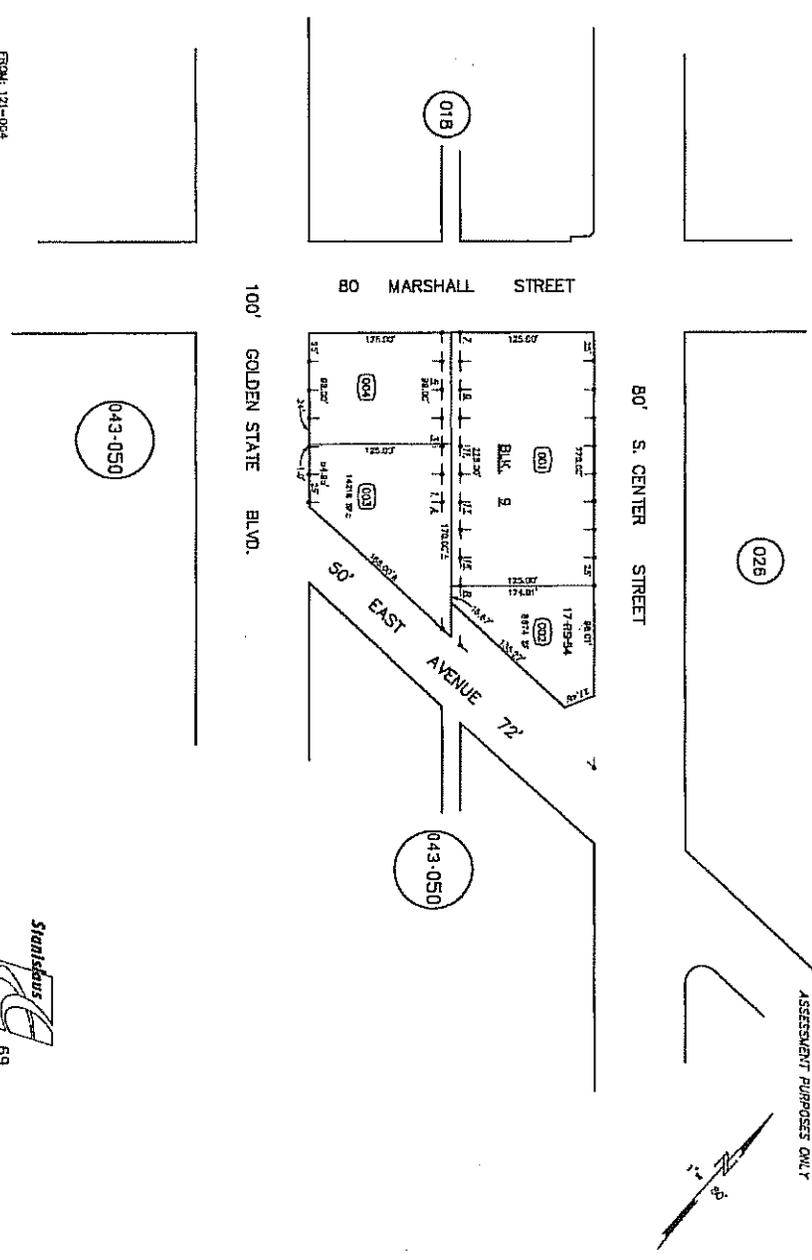
Date: _____

EXHIBIT "A"

Project Parcel Plat Map

POR. SW 1/4 SECTION 14 T.5S. R.10E. M.D.B.& M.
 POR. CITY OF TURLOCK - BLOCK 9 (09M25)

007 127 061 - 017



FROM: 121-024
 DRAWN: 8-1-05
 REVISED: 5-14-05 (VUR)
 SHEET: 1 OF 1
 Copyright 2001 Stanislaus County-All rights reserved



061 - 017

EXHIBIT "B"
LEGAL DESCRIPTION

PARCEL ONE:

Lots "A", 1, 2 and a strip of land 1 foot wide along the South side of Lot 3, all in Block 9, of the City of Turlock, according to the Map filed for record February 6, 1920 in Book 9 of Maps, at Page 25, Stanislaus County Records.

Together with any interest in the adjoining alley as vacated by "Resolution No. 80-34", a certified copy of which recorded February 28, 1980 in Book 3293, at Page 708, Instrument No. 54151, Stanislaus County Records.

APN: 061-017-003

PARCEL TWO:

Lots 3, 4, 5 and 6, less the Southeasterly 1 foot of Lot 3, all in Block 9, of the City of Turlock, according to the Map filed for record February 6, 1920 in Book 9 of Maps, at Page 25, Stanislaus County Records.

Together with any interest in the adjoining alley as vacated by "Resolution No. 80-34", a certified copy of which recorded February 28, 1980 in Book 3293, at Page 708, Instrument No. 54151, Stanislaus County Records.

APN: 061-017-004

PARCEL THREE:

Lots 7, 8, 9, 10, 11, 12, 13, 14 and 15, all in Block 9, of the City of Turlock, according to the Map filed for record February 6, 1920 in Book 9 of Maps, at Page 25, Stanislaus County Records.

Together with any interest in the adjoining alley as vacated by "Resolution No. 80-34", a certified copy of which recorded February 28, 1980 in Book 3293, at Page 708, Instrument No. 54151, Stanislaus County Records.

APN: 061-017-001

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }
\$413,156.20 TO 305-40-440.43272 }
"REIMBURSE DEVELOPERS" FROM CFF }
TRANSPORTATION RESERVE FOR }
REIMBURSEMENT OF EAST AVENUE }
PUBLIC IMPROVEMENTS CONSTRUCTED }
BY MCDONALD'S USA, LLC, AS }
IDENTIFIED IN THE CAPITAL FACILITY }
FEE NEXUS STUDY }
_____ }

RESOLUTION NO. 2014-

WHEREAS, on June 19, 2014, Vigen Inc. was issued a Minor Discretionary Permit for the construction of a McDonald's restaurant at 300 & 311 S. Golden State and 250 E. Marshall Street; and

WHEREAS, the project will be bounded by Golden State Boulevard, Marshall Street, Center Street and East Avenue and include full build out of all frontage improvements along each street with replacement of existing non-standard improvements and existing improvements in disrepair; and

WHEREAS, the reimbursement agreement before City Council is specific to the East Avenue improvements which include dedication of right of way, construction of curb, gutter, sidewalk and roadway widening, undergrounding of Turlock Irrigation District overhead power lines and the relocation of existing traffic signal poles and signal cabinet at the intersection of East Avenue and S. Golden State Boulevard; and

WHEREAS, the East Avenue improvements were identified as necessary in the General Plan update and the Capital Facility Fee (CFF) Nexus Study included funding for improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate \$413,156.20 to 305-40.440.43272 "Reimburse Developers" from CFF Transportation Reserve for reimbursement of East Avenue Public Improvements constructed by McDonald's USA, LLC as identified in the Capital Facility Fee Nexus Study.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July, 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

5J
July 22, 2014

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

Prepared by: Maria Ramos, Community Housing Program Supervisor

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the refund of \$18,113.90 to the State of California, Department of Housing and Community Development, for program income funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan, and appropriating \$18,114 to account number 258-41-496.47312 "Reimbursement to HCD for Fiscal Year 2013-14"

2. DISCUSSION OF ISSUE:

As authorized under Title II of the Housing and Economic Recovery Act (HERA) of 2008, the U.S. Department of Housing and Urban Development (HUD) Neighborhood Stabilization Program (NSP) provided emergency assistance to acquire and redevelop foreclosed properties to stabilize neighborhoods that otherwise could become a source of blight and abandonment within their communities. As a CDBG Tier 1 entitlement city, the City of Turlock's NSP allocation was determined by the State of California Department of Housing and Community Development (HCD).

During the term of the program, the City of Turlock was permitted to reuse the earned NSP program income (sales proceeds) for eligible activities. Any NSP program income funds that were not shown to be obligated by the July 30, 2013 deadline were required to be returned to HCD. On a quarterly basis, the City is required to return any additional program income funds received. During April 2014-June 2014 a total of \$18,113.90 program income was received that is required to be returned to the State.

3. BASIS FOR RECOMMENDATION:

The Neighborhood Stabilization Program grant program calls for the return of any program income received after the end of the grant term on July 30, 2013 to be returned to the State of California Housing and Community Development on a quarterly basis.

4. FISCAL IMPACT / BUDGET AMENDMENT:

As noted above, during April 2014-June 2014 a total of \$18,113.90 in program income was received and therefore needs to be returned to the HCD.

At this time, staff requests the appropriation of \$18,114 to account number 258-41-496.47312 "Reimbursement to HCD" in order to properly account for this reimbursement. This appropriation is requested for fiscal year 2013-14 as this is the year the income to be returned was received.

There is no impact to the General Fund from this appropriation.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

All environmental reviews were completed prior to any activity being undertaken.

7. ALTERNATIVES:

If City Council chooses not to approve the authorization to return funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan, the City of Turlock will not be in compliance with the program requirements to HCD and could jeopardize future funding. This alternative is not recommended as the City of Turlock is in the process of building a model housing program and intends to be in compliance with HCD requirements at all times.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE }
REFUND OF \$18,113.90 TO THE STATE OF }
CALIFORNIA, DEPARTMENT OF HOUSING }
AND COMMUNITY DEVELOPMENT, FOR }
PROGRAM INCOME FUNDS AS AGREED }
TO IN THE NEIGHBORHOOD }
STABILIZATION PROGRAM AND }
PROGRAM INCOME REUSE PLAN, AND }
APPROPRIATING \$18,114 TO ACCOUNT }
NUMBER 258-41-496.47312 }
"REIMBURSEMENT TO HCD FOR }
FISCAL YEAR 2013-14" }

RESOLUTION NO. 2014-

WHEREAS, under Title II of the Housing and Economic Recovery Act (HERA) of 2008, the US Department of Housing and Urban Development (HUD) Neighborhood Stabilization Program (NSP) provided emergency assistance to acquire and redevelop foreclosed properties to stabilize neighborhoods; and

WHEREAS, as a CDBG Tier 1 entitlement City, the City of Turlock's allocation was determined by the State of California Department of Housing and Community Development (HCD); and

WHEREAS, in December 2009 the City of Turlock was awarded \$1,520,483 in NSP funds; and

WHEREAS, the City of Turlock successfully acquired, rehabilitated and sold a total of twenty (20) homes using NSP funds; and

WHEREAS, during the term of the program, the City of Turlock would be permitted to reuse the earned NSP program income for eligible activities and any unused NSP program income not shown to be obligated by July 30, 2013 was returned to HCD; and

WHEREAS, in following the NSP closeout and reuse program income requirements \$18,113.90 was required to be returned to HCD for April 2014-June 2014.

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

1. Authorize the refund of \$18,113.90 to the State of California Department of Housing and Community Development for the program income funds as agreed to in the Neighborhood Stabilization Program and Program Income Reuse Plan.
2. Approve the appropriation of \$18,114 to account number 258-41-496.47312 "Reimbursement to HCD" for fiscal year 2013-14.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July, 2014, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5K



Council Synopsis

July 22, 2014

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

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities, Director

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating \$1,088 to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" from Fund 270 "Recreation Grants" reserve balance for a summer recreation program at Denair Park

2. DISCUSSION OF ISSUE:

The Parks, Recreation and Public Facilities Department has solicited local businesses to sponsor a Recreation on Wheels summer program. The donations will allow the program to run Tuesdays and Fridays from 10:00 am – 12:00 pm in Denair Park for the summer. Since the funds were donated in fiscal year 13/14 this action is necessary in order to cover the expenses occurring in the months of July and August 2014, which are part of fiscal year 14/15.

3. BASIS FOR RECOMMENDATION:

While working with the Denair Park taskforce, many community members expressed interest in increasing positive activities in the park. Taskforce members were given a proposal for the Recreation on Wheels program and asked to help secure funding to offer the program for the summer. Mann Electric Inc., B&B and Bergman Landscape each donated \$500 to sponsor the program for two days per week.

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: \$1,088

Re-appropriate \$1,088 to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" from Fund 270 "Recreation Grants" reserve balance for a summer recreation program at Denair Park.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

The action is necessary in order to budget for the expenses incurred in July and August of 2014.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RE-APPROPRIATING }
\$1,088 TO ACCOUNT NUMBER }
270-61-635-399.47132 "RECREATION ON }
WHEELS EXPENSES" FROM FUND 270 }
"RECREATION GRANTS" RESERVE }
BALANCE FOR A SUMMER RECREATION }
PROGRAM AT DENAIR PARK }

RESOLUTION NO. 2014-

WHEREAS, on June 24, 2014 Council accepted a \$1,500 donation for the Recreation on Wheels Program at Denair Park; and

WHEREAS, the program is scheduled to run from June to August 2014; and

WHEREAS, a portion of the funding must be re-appropriated in Fiscal Year 2014-15 in order to cover program expenses incurred in July and August; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate \$1,088 to account number 270-61-635-399.47132 "Recreation on Wheels Expenses" from Fund 270 "Recreation Grants" reserve balance for a summer recreation program at Denair Park.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July, 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

5L

July 22, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Miguel Pacheco, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Re-appropriating unspent funds from Fiscal Year 2013-14 in the amount of \$85,993 to account number 112-10-116.51156 "Police Motorcycles" from Fund 112 "General Fund Reserve for Capital Purchases" reserve balance for the purchase of three (3) replacement marked police motorcycles for the Turlock Police Department from Long Beach BMW Motorcycles, California

2. DISCUSSION OF ISSUE:

The Turlock Police Department utilizes marked police motorcycles for the purpose of traffic enforcement by the Traffic Safety Unit. Current motorcycle unit numbers 1254, 1275 and 1274 are eight (8) years old and are in need of replacing. These vehicles will be determined to be surplus to City needs upon replacement.

City Council has budgeted \$90,000 for the replacement of marked police motorcycles in line 112-10-116.51156 Police Motorcycles for the 2013/14 budget year. This amount is for the purchase and equipping of the vehicles.

The Turlock Police Department has used Honda motorcycles for the past several years. BMW has made several improvements in their motorcycles since the department last used them prior to 2006. The 2014 BMW R1200 RT-P has been identified to better meet the needs of the Traffic Safety Unit. Many of these improvements were safety based.

Long Beach BMW Motorcycles, Long Beach, CA, holds a contract with the Los Angeles County Sheriff's Department for this motorcycle under #PO-SH-14321689-1.

The base total for the purchase of these motorcycles is \$26,140.19 per unit. After taxes, equipment installation and necessary tire and doc fees, the grand total will not exceed \$85,993.05. This quote is within the \$90,000 budgeted in 112-10-116.51156 "Police Motorcycles" in FY 13-14.

3. BASIS FOR RECOMMENDATION:

This purchase was previously approved by City Council at the March 11, 2014, City Council meeting for a total price not to exceed \$85,129.05. Staff has since discovered the need for additional installation costs to be added for our moving radar equipment. This is essential equipment. There was also a shortage in available motorcycles and they had to be manufactured once the order was placed. The motorcycles are in transit to the vendor, however, they will not have the emergency equipment installed and delivered to the Turlock Police Department prior to the June 30th deadline for the 2013 / 2014 fiscal year.

.Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact - \$85,993

Re-appropriating unspent funds from FY 13-14 to 112-10-116.51156 "Police Motorcycles" from Fund 112 "General Fund Reserve for Capital Purchases" reserve balance for the purchase of three (3) replacement marked police motorcycles.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council may deny the purchase of the replacement vehicles.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

**IN THE MATTER OF RE-APPROPRIATING }
UNSPENT FUNDS FROM FISCAL YEAR }
2013-14 IN THE AMOUNT OF \$85,993 TO }
ACCOUNT NUMBER 112-10-116.51156 }
"POLICE MOTORCYCLES" FROM FUND }
112 "GENERAL FUND RESERVE FOR }
CAPITAL PURCHASES" RESERVE }
BALANCE FOR THE PURCHASE OF }
THREE (3) REPLACEMENT MARKED }
POLICE MOTORCYCLES FOR THE }
TURLOCK POLICE DEPARTMENT FROM }
LONG BEACH BMW MOTORCYCLES, }
CALIFORNIA }
_____ }**

RESOLUTION NO. 2014-

WHEREAS, the Turlock Police Department requires the replacement of three (3) marked police motorcycles, designated for use by the Traffic Safety Unit; and

WHEREAS, City Council of the City of Turlock has approved and budgeted the amount of \$90,000 for the purchase and equipping of replacement marked police motorcycles for the fiscal year 2013/14; and

WHEREAS, the purchase and equipping of these motorcycles will not exceed an amount of \$85,993.05; and

WHEREAS, a bid was obtained from Long Beach BMW Motorcycles, Long Beach, California; who holds a contract with Los Angeles City Sheriff's Department under contract # PO-SH-14321689-1; and

WHEREAS, Long Beach BMW Motorcycles, has presented a quote to the Turlock Police Department to sell and deliver three (3) new 2014 BMW R1200 RT-P motorcycles; and

WHEREAS, the Turlock Police Department requires the funds for these motorcycles to be transferred from the 2013/14 fiscal year budget to the 2014/15 fiscal year budget to allow time for emergency equipment installation and delivery.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby re-appropriate unspent funds from Fiscal Year 2013-14 in the amount of \$85,993 to account number 112-10-116.51156 "Police Motorcycles" from Fund 112 "General Fund Reserve for Capital Purchases" reserve balance for the purchase of three (3) replacement marked police motorcycles for the Turlock Police Department from Long Beach BMW Motorcycles, California.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July 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

5M

July 22, 2014

From: Robert A. Jackson, Chief of Police

Prepared by: Lieutenant Nino Amirfar

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting a grant award in the amount of \$7,500 from the State of California Department of Food and Agriculture Municipal Shelter Spay/Neuter Grant program and appropriating \$7,500 to both revenue account 266-20-255-348.35069 "Animal Services - Spay & Neuter Grant" and expenditure account 266-20-255-348.47153 "Animal Services - Spay & Neuter Grant"

2. DISCUSSION OF ISSUE:

Animal Services applied for and received a spay and neuter grant in the amount of \$7,500 from the State of California Department of Food and Agriculture Municipal Shelter Spay/Neuter Grant program to be utilized to assist with the costs associated with its spay and neuter program. This grant may not be used to supplant any other grant and is in addition to any other funding source. There is no in-kind match requirement.

This grant is currently available on a yearly basis and is awarded on a first come basis until all funding has been awarded. Our application was successful during this year's funding process.

3. BASIS FOR RECOMMENDATION:

A. City Council approval is required to accept the grant funds

B. City Council approval is required to appropriate grant funding for expenditure.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact – This grant will provide an additional \$7,500 in funds with which Animal Services will use to continue and expand its spay and neuter voucher program for Turlock residents.

Budget Amendment – This grant was awarded after the 2014-15 budget process was completed. Therefore Staff is requesting the appropriation of \$7,500 to both revenue account 266-20-255-348.35069 "Animal Services - Spay & Neuter Grant" and expenditure account 266-20-255-348.47153 "Animal Services - Spay & Neuter Grant" to provide for the proper accounting of this grant revenue and related expenditures.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

Council may decide to not accept grant.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING A GRANT }
AWARD IN THE AMOUNT OF \$7,500 }
FROM THE STATE OF CALIFORNIA }
DEPARTMENT OF FOOD AND }
AGRICULTURE MUNICIPAL SHELTER }
SPAY/NEUTER GRANT PROGRAM AND }
APPROPRIATING \$7,500 TO BOTH }
REVENUE ACCOUNT 266-20-255-348.35069 }
"ANIMAL SERVICES – SPAY & NEUTER }
GRANT" AND EXPENDITURE ACCOUNT }
266-20-255-348.47153 "ANIMAL SERVICES – }
SPAY & NEUTER GRANT" }
_____ }

RESOLUTION NO. 2014-

WHEREAS, an application for a spay and neuter grant was completed by Turlock Police Department Animal Services Unit; and

WHEREAS, a grant in the amount of \$7,500 was awarded to the Turlock Police Department Animal Services Unit from the State of California Department of Food and Agriculture Municipal Shelter Spay/Neuter Grant Program to provide additional spay and neuter program services to Turlock Residents.

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

1. Acceptance of a grant award in the amount of \$7,500; and
2. Appropriation of \$7,500 to both revenue account 266-20-255-348.35069 - "Animal Services - Spay & Neuter Grant" and expenditure account 266-20-255-348.47153 - "Animal Services - Spay & Neuter Grant"

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July 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

5N

July 22, 2014

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain medical and prescription coverage, including dental, vision, and long term disability coverage for Fiscal Year 2014-15

2. DISCUSSION OF ISSUE:

Health Coverage: The City uses a combination of self-insurance and re-insurance for medical, dental and vision coverage. The City has been covering the first \$140,000 of medical and prescription claims per claimant per plan year (July 1st through June 30th of every year). Re-insurance covers all claims above this level per claimant per plan year.

In Fiscal Year 2013-14, the Specific Stop Loss deductible was \$140,000. For the \$140,000 specific for Fiscal Year 2014-15, the premium would increase by \$112,171, a 7.5% increase, if we remain at \$140,000 specific deductible. By accepting the \$150,000 specific deductible level of coverage, the City of Turlock takes no further premium risk for Fiscal Year 2014-15. Therefore, staff is recommending an increase in the re-insurance specific stop loss deductible to \$150,000 per individual. This will be an increase of \$12,429 annually (0.8% increase). This is blended with all other fixed cost (administration, PPO, medical management, etc.), as there were no increases to the administration charges, network charges, utilization review, etc.

Even though the premium is nearly flat, the City will take on an additional \$10,000 per stop loss claimant. In order to break even at the new premium for the \$140,000 deductible, we would need 10 stop loss claims. It would require more than 10 claims for this to be a poor decision. In Fiscal Year 2013-14, we had 5 specific claims, of which 2 are no longer on the Plan. We expect one, possibly two, to go over the stop loss deductible in Fiscal Year 2014-15.

The City of Turlock is with Networks by Design (NBD) for network services. NBD has performed as they promised and the City realized strong savings again this past Fiscal Year. The renewal of the specific stop loss coverage is based on

how well the City's claims are performing, known and unknown claims, network penetration, network performance, etc. Factored into this renewal are two known claims that are ongoing and *could* lead to additional funding in 2014-15. Without the strong NBD discounts, and the movement of our life/AD&D and LTD to Symetra, this increase could have been more. The City of Turlock medical trend has come down tremendously over the course of NBD intervention.

We will continue to review our claims to insure that we are in line with our budget and that we are continuing to see savings based on the medical management process and claim discounts with NBD. This is done through an active partnership with our employees, our Human Resource Department, Winton-Ireland Insurance Agency, Inc., and CBA.

Recommend continuation of self-insured plan including health, prescription, dental, and vision and increasing the Specific Stop Loss Deductible to \$150,000 with the following insurance companies:

| | |
|---------------------------|---|
| Third Party Administrator | Combined Benefits Administrators |
| Specific Reinsurance | Symetra Life |
| Aggregate Reinsurance | Symetra Life |
| PPO Network | Networks by Design (NBD) |
| Medical Management | Hines & Associates |
| Dental | Delta Dental Premier Network ¹ |
| Vision | Vision Service Plan (VSP) ¹ |
| Broker | Winton-Ireland Insurance Agency, Inc. |

The projected cost of Medical, Dental, and Vision insurance based on past claims experience is \$1,573 per employee per month (fixed costs plus all claims less specific reimbursement). We anticipate this number will continue to decrease through the next Fiscal Year due to NBD network efficiencies, less expected reinsurance claims, and the implementation of additional wellness initiatives.

Life Insurance: The City is insured with Symetra for life insurance and our policy renewal date is September 1, 2016. This policy is 1.5 x salary + \$5,000, with a cap of \$500,000. We are in the 1st year of a 3-year rate guarantee.

Long Term Disability Insurance: The City is insured with Symetra Life for long-term disability coverage. Symetra's maximum monthly benefit is \$10,000, based on each person's salary. We are in the 1st year of a 3-year rate guarantee.

3. BASIS FOR RECOMMENDATION:

- A) Included in discussion of issue.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: At budget adoption for Fiscal Year 2014-15, the health plan costs were budgeted and adopted at \$5,921,090; this represents no increase from the prior year. Administration will monitor claims and premiums on a monthly basis throughout the year and bring recommended adjustments with reporting to Council.

Life Insurance: No change until September 2016.

Long Term Disability Insurance: No change until September 2016.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
APPROVAL TO ENTER INTO CONTRACTS }
TO MAINTAIN MEDICAL AND }
PRESCRIPTION COVERAGE, INCLUDING }
DENTAL, VISION, AND LONG TERM }
DISABILITY COVERAGE FOR FISCAL }
YEAR 2014-15 }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City of Turlock provides Medical and Prescription coverage for regular full-time employees including Dental, Vision, Life/Accidental Death & Dismemberment (Life/AD&D), and Long Term Disability (LTD) Coverage; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into contracts for the following insurance programs:

- a) MEDICAL/PRESCRIPTION COVERAGE: Combined Benefits Administration as Third Party Administrator to maintain the self-funded PPO Plan, Caremark to provide pharmaceutical benefits management for the self-funded prescription plan, and Symetra to provide reinsurance coverage for medical and prescription drug coverage;
- b) DENTAL: Delta Dental to administer the self-funded dental plan;
- c) VISION: Vision Service Plan (VSP) to administer the self-funded Vision Plan;
- d) LIFE/AD&D: Symetra Life to administer this fully insured life Plan; and,
- e) LTD: Symetra Life to administer this fully insured disability Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into contracts to provide insurance coverage for Medical and Prescription Drug Coverage, including Dental, Vision, Life/AD&D, and LTD Coverage for Fiscal Year 2014-15.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July, 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

50

July 22, 2014

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into a contract to maintain insurance coverage for Crime Shield Coverage for Fiscal Year 2014-15

2. DISCUSSION OF ISSUE:

The Turlock Municipal Code requires the City of Turlock to execute corporate surety bonds for designated officials (City Clerk, City Manager, City Treasurer, Director of Finance) and a master official bond.

The Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a joint powers authority of 54 cities that currently provides us with general liability coverage for civil liabilities to persons, other than employees of the City, because of bodily injury or property damage experienced by that person.

Type of Coverage - Government Crime Policy

Insurer – National Union Fire Insurance Company of Pittsburgh, PA

Deductible - \$2,500

Limit of Coverage - \$1,000,000

The policy period is July 1, 2014 to July 1, 2015, with an annual premium of \$2,412, plus a 5% administrative cost to the CSJVRMA, for a total premium of \$2,532.60.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: All expenses were included in the adopted budget for Fiscal Year 2014-15.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

Council may choose not to renew coverage through CSJVRMA.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
APPROVAL TO ENTER INTO A CONTRACT }
TO MAINTAIN INSURANCE COVERAGE }
FOR CRIME SHIELD COVERAGE FOR FISCAL }
YEAR 2014-15 }
_____ }

RESOLUTION NO. 2014-

WHEREAS, the City of Turlock is required to execute corporate surety bonds for designated officials (City Clerk, City Manager, City Treasurer, Director of Finance) and a Master official bond; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council’s approval to enter in to a contract for the following insurance program:

- a) Government Crime Policy

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to execute a contract to provide Crime Shield Coverage for Fiscal Year 2014-15 with the Central San Joaquin Valley Risk Management Authority.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July, 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

5P

July 22, 2014

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2014-15

2. DISCUSSION OF ISSUE:

Type of Coverage – Employment Practices Liability Insurance

Insurer – Hiscox Insurance Company

Self-Insured Retention (Deductible) - \$75,000

Maximum Liability Limit Per Claim, Per Aggregate - \$1,000,000

Additional Defense Coverage - \$1,000,000

The policy period is July 1, 2014 to July 1, 2015, with an annual premium in the amount of \$61,244. This policy provides coverage for potential employee actions against the City of Turlock including but not limited to discrimination, harassment, and wrongful termination claims.

Cases against employers are on the rise. It is estimated that three out of five firms will be sued by an employee. Companies are finding they are vulnerable from the pre-hiring process through the exit interview, even if the employee was never hired, or only at the organization a matter of days. Even if the claim is groundless or fraudulent, the defense of a suit can be expensive in time, resources and financially.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an “efficient” yet effective City government organization

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Annual premium reduction of \$13,541.

5. CITY MANAGER'S COMMENTS:

Recommend renewing EPLI policy.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Council may choose not to renew Employment Practices Liability Insurance coverage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
APPROVAL TO ENTER INTO CONTRACTS }
TO MAINTAIN INSURANCE COVERAGE }
FOR EMPLOYMENT PRACTICES LIABILITY }
INSURANCE FOR FISCAL YEAR 2014-15 }
_____ }

RESOLUTION NO. 2014-

WHEREAS, Employment Practices Liability Insurance provides coverage for potential employee actions against the City of Turlock including but not limited to discrimination, harassment, and wrongful termination claims; and

WHEREAS, the City recommends City Council approval to enter into a contract with the following insurer and insurance policy provisions:

Type of Coverage – Employment Practices Liability Insurance
Insurer – Hiscox Insurance Company
Self-Insured Retention (Deductible) - \$75,000
Maximum Liability Limit Per Claim, Per Aggregate - \$1,000,000
Additional Defense Coverage - \$1,000,000

WHEREAS, It is estimated that three out of five firms will be sued by an employee and companies are finding they are vulnerable from the pre-hiring process through the exit interview, even if the employee was never hired, or only at the organization a matter of days. Even if the claim is groundless or fraudulent, the defense of a suit can be expensive in time, resources and financially; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into a contract to provide insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2014-15.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July, 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

50

July 22, 2014

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2014-15

2. DISCUSSION OF ISSUE:

Workers' Compensation Insurance: Recommend continued services of self-insured plan with Keenan & Associates as third party administrator. This will be the second year of a three year contract. Recommend renewal of Safety National Casualty Company for our Excess Workers' Compensation with a rating by A.M. Best of A XII.

We continue to achieve a significant savings by combining self insurance with re-insurance. Our estimated costs for the 2014-15 year will be under \$600,000, depending on actual claims. We estimate this would be less than half of what our Workers' Compensation Insurance would be if we purchased it through a fully purchased insurance program. We are recommending that we stay with Safety National Casualty Insurance; increase the self-insurance retention from \$1,000,000 to \$1,250,000 for all employees, which will result in a reinsurance premium decrease of 7%, (\$6,905).

Note: Our claims experience has resulted in the ability to utilize self-insurance with appropriate reinsurance.

We conducted interviews with two other third party administrators to quote our insurance, and Keenan & Associates had the lowest bid and the most amenities such as training features to help contain future claims costs.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No fiscal impact for year 2014-15.

5. CITY MANAGER'S COMMENTS:

Recommend Self-Insured Retention at the same level for all employees

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

None recommended due to the fact that Keenan & Associates provided the lowest bid with the most amenities for future cost containment.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
APPROVAL TO ENTER INTO CONTRACTS }
TO MAINTAIN INSURANCE COVERAGES }
FOR WORKERS' COMPENSATION }
INSURANCE FOR FISCAL YEAR 2014-15 }
_____}

RESOLUTION NO. 2014

WHEREAS, the City of Turlock provides insurance benefit coverage including Workers Compensation; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into contracts for the following insurance programs:

- a) WORKERS' COMPENSATION: Keenan & Associates as third party administrator
- b) EXCESS WORKERS COMPENSATION: Safety National Casual Insurance Company.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into contracts to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2014-15.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 22nd day of July, 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

5R

July 22, 2014

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Property Programs for Fiscal Year 2014-15

2. DISCUSSION OF ISSUE:

Property Insurance:

Recommend current insurer: Travelers Property Casualty Insurance Company
(A.M. BEST, Rated A++ Superior)

Provides for both property and auto physical damage coverage, including high-value vehicles over \$25,000. The expiring year's premium is \$191,925, with a total insured limit of \$118,438,354. The renewal premium is \$191,950, at a total insured limit of \$119,423,201, a \$25 increase over last year due to excellent loss experience. We have retained the \$500,000 coverage for a temporary location and retained the deductible on Contractors Equipment at \$2,500 per occurrence on those items under \$25,000. Also included again this year is a policy that reduces the vehicle deductible per incident to \$10,000 on all vehicles, with the exception of those that have a singular value in excess of \$100,000. Higher value vehicles will retain the existing \$25,000 deductible for those between the values of \$100,000 - \$200,000 and for those vehicles over \$200,000 we will retain the \$50,000 deductible. This flexible deductible approach has benefited the City.

3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

Goal(s): a. Create an "efficient" yet effective City government organization.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: All expenses were included in the adopted budget for Fiscal Year 2014-15.

5. CITY MANAGER'S COMMENTS:

Insurance is reviewed on an ongoing basis as property is added to or deleted from the City of Turlock. Recommend continuance of current policy.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

There were no other companies interested in quoting our property insurance due to the low premium already provided by Travelers Insurance other companies couldn't match the coverage form.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }
APPROVAL TO ENTER INTO CONTRACTS }
TO MAINTAIN INSURANCE COVERAGE }
FOR PROPERTY PROGRAMS FOR }
FISCAL YEAR 2014-15 }
_____ }

RESOLUTION NO. 2014

WHEREAS, the City of Turlock provides insurance coverage for Property Insurance Programs; and

WHEREAS, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into a contract for the following insurance program:

a) PROPERTY INSURANCE PROGRAMS:

Travelers Property Casualty Insurance Company (A.M. BEST, Rated A++ Superior)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the City Manager to enter into contracts to maintain insurance coverage for Property Insurance Programs for Fiscal Year 2014-15.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Turlock this 22nd day of July, 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

55

July 22, 2014

From: Roy W. Wasden, City Manager

Prepared by: Kellie Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Designating Mayor John Lazar as the voting delegate and Councilmembers Forrest White and Bill DeHart as alternate voting delegates at the League of California Cities' Annual Business meeting on Friday, September 5, 2014, in Los Angeles, California

2. DISCUSSION OF ISSUE:

Each year, the City is requested to designate a voting delegate and up to two alternate voting delegates for the League of California Cities Annual Meeting. This year the meeting will be held September 3-5, 2014, in Los Angeles, California. Mayor Lazar and Councilmembers Forrest White and Bill DeHart will be attending the meeting and staff recommends Mayor Lazar be designated as the City's voting delegate and Councilmembers Forrest White and Bill DeHart be designated as the City's alternate voting delegates at the League of California Cities 2014 Annual Business Meeting to be held on Friday, September 5, 2014, in Sacramento.

3. BASIS FOR RECOMMENDATION:

- A) League of California Cities' bylaws require that a city's voting delegate and up to two alternates must be designated by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- B) Designating a voting delegate for the meeting will provide the City of Turlock with a voice in the annual business meeting.

Strategic Plan Initiative A. EFFECTIVE LEADERSHIP
6. Active, informed involvement

Goal(s): a. Municipal management and administration training for new Council members

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: No additional impact to adopted 2014/2015 budget. The City Council has budgeted for attendance at this Conference and this action only designates a member to vote on behalf of the City.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

Not applicable.

7. ALTERNATIVES:

A. The City Council may decide to not have a voting delegate at the annual meeting. This action is not recommended because it would remove the City's voice at the League's Annual Business Meeting.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2014

May 1, 2014

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 3 - 5, Los Angeles**

The League's 2014 Annual Conference is scheduled for September 3 - 5 in Los Angeles. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 5, at the Los Angeles Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 15, 2014. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Los Angeles Convention Center, will be open at the following times: Wednesday, September 3, 9:00 a.m. – 5:30 p.m.; Thursday, September 4, 7:00 a.m. – 4:00 p.m.; and Friday, September 5, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 15. If you have questions, please call Karen Durham at (916) 658-8262.

Attachments:

- 2014 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



CITY: TURLOCK

2014 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 15, 2014. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: JOHN LAZAR

Title: MAYOR

2. VOTING DELEGATE - ALTERNATE

Name: FORREST WHITE

Title: COUNCILMEMBER

3. VOTING DELEGATE - ALTERNATE

Name: BILL DEHART

Title: COUNCILMEMBER

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____

(circle one) (signature)

Date: _____

Please complete and return by Friday, August 15, 2014

League of California Cities
ATTN: Karen Durham
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8220
E-mail: kdurham@cacities.org
(916) 658-8262



Council Synopsis

7A

July 22, 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 22nd day of July, 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 | |
| MICHAEL MUHAREB ET AL 300 HARDING BLVD STE 214-D ROSEVILLE CA 95678 | 1601 WEST MAIN ST | 3/24/14 | 089-015-006-000 | \$122.92 |
| DAVID AGUINIGA 945 HIGH ST TURLOCK CA 95380 | 945 HIGH ST | 3/17/14 | 050-003-026-000 | \$260.70 |



Council Synopsis

8A

July 22, 2014

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

Prepared by: Wayne York, Capital Improvement Coordinator

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the retainer agreement with Bender Rosenthal, Inc., of Sacramento, California, for City Project No. 13-32, "RFQ for Property Appraisal Services Retainer Agreement," to increase the maximum allowable compensation to \$150,000

2. DISCUSSION OF ISSUE:

On July 9, 2013, the City awarded a retainer agreement for professional appraisal services to Bender Rosenthal, Inc., with a maximum compensation amount of \$50,000. That amount was based on past costs and an estimate of future needs.

Since that time two main factors have affected how and when the City uses appraisal and right-of-way consultants. First, the City has received clarification on federal requirements related to federally-funded capital improvement projects and these clarifications have resulted in an increased need for consultant services to provide appraisals and ensure that all appropriate steps are followed. Staff will now seek these professional services on all federally-funded capital improvement projects that require the acquisition of property or relocation of persons or businesses. Second, the scope of services on existing projects has been increased, utilizing a higher percentage of the allowable compensation.

An increase in the maximum compensation limit will allow the City to continue to use the services of this firm throughout the duration of their contract. Monies paid to this consultant will continue to be made on a per project basis with the funds associated with that project. This change in the maximum compensation amount does not entitle the consultant any compensation if their services are not necessary.

3. BASIS FOR RECOMMENDATION:

A) Per City Municipal Code, City Council approval of an amendment to an agreement is required prior to execution of the amendment with the consultant.

- B) An increase in the maximum compensation will allow Staff to continue to use this consultant through the duration of their initial two-year agreement term, or beyond if the optional extension clause is exercised by the City.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

- Goal(s):** b Address growth related issues (current and future)
v. Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The maximum compensation allowed would be increased from \$50,000 to \$150,000. The exact cost is project dependent and will be paid for with funds associated with that project. This amount does not entitle the consultant any compensation if their services are not necessary. No General Fund monies will be used for this project, unless the project itself is paid for with the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

- A. Reject the amendment to the agreement and maintain the existing maximum compensation amount of \$50,000. Staff does not recommend this alternative because the City has already used a large portion of this allowable compensation for capital projects (Fulkerth Interchange and Surface Water Infrastructure) and will be unable to continue seeking services from this firm for much longer without an increase.

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

CITY OF TURLOCK

By: _____
Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

BENDER ROSENTHAL, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

**PUBLIC HEARING FOR THIS ITEM HAS BEEN
CANCELED. ITEM WILL BE RENOTICED FOR FUTURE
CONSIDERATION.**

PUBLIC NOTICE

**NOTICE OF PUBLIC HEARING BY THE CITY COUNCIL
OF THE CITY OF TURLOCK**

Public hearing will be held on **TUESDAY, JULY 22, 2014, AT 6:00 P.M.**, in the **Yosemite Community Room of the Turlock City Hall, 156 S. Broadway, Turlock, CA**, to consider

**NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION
BY THE CITY OF TURLOCK**

CITY OF TURLOCK EXCHANGE OF RECYCLED WATER DISCHARGED INTO THE SAN JOAQUIN RIVER FOR TRANSFER OF SAN JOAQUIN RIVER WATER TO DEL PUERTO IRRIGATION DISTRICT VIA PATTERSON IRRIGATION DISTRICT. The City of Turlock proposes to appropriate and convey to Del Puerto Water District up to 13,400 acre-feet per year of San Joaquin River water made available by Turlock's tertiary recycled water discharge to the San Joaquin River, pursuant to California Water Code Section 1485. The area affected by the Project (Action Area) is defined as the San Joaquin River from the Harding Drain Bypass Pipeline downstream to the PID Intake and Main Canal, and the Delta-Mendota Canal from the Patterson Irrigation District Discharge to existing DPWD connection to the canal. The City of Turlock is the Lead Agency, and has prepared an Initial Study Negative Declaration (IS-ND) to provide the public and Responsible and Trustee Agencies reviewing the proposed Project with information about the potential impacts on the environment. This IS-ND was prepared in compliance with Sections 15070 to 15075 of the California Environmental Quality Act (CEQA) Guidelines of 1970 (as amended), and California Administrative Code, Title 14, Division 6, Chapter 3. In accordance with Section 15070, a Negative Declaration (ND) has been prepared stating there is no substantial evidence that the project may have a significant effect on the environment. There is a 30-day comment period beginning on June 5, 2014 and ending on July 7, 2014. Please submit written comments to Michael Cooke, City of Turlock, Municipal Services Department, 156 S Broadway, Ste 270, Turlock, CA 95380 or mcooke@turlock.ca.us. The Turlock City Council will hold a public hearing for the consideration of the adoption of the Negative Declaration and to address public comments for the project on Tuesday, July 22, 2014 at 6:00 p.m. at Turlock City Hall, 156 S. Broadway, Turlock, CA 95380. Documents related to the Project are available at Turlock City Hall, Municipal Services Department, 156 S. Broadway, Ste 270, Turlock CA 95380. Electronic copies are available at <http://ci.turlock.ca.us/citydepartments/developmentservices/planning/projectenvironmentaldocuments/>.

Challenges in court to any of the items identified in this public notice 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.

Pursuant to California Constitution Article III, Section 6, establishing English as the official language for the State of California, notice is hereby given that all proceedings before the Turlock City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

/s/Kellie E. Weaver,
City Clerk, City of Turlock

Publish: 06/21/14



Council Synopsis

July 22, 2014

From: Mike Pitcock, Director of Development Services

Prepared by: Katie Quintero, Associate Planner

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Denying the appeal and affirming the Planning Commission Decision approving Minor Discretionary Permit 2014-01

Motion: Adopting a Mitigated Negative Declaration of Environmental Effect, incorporating the mitigation measures found in the Initial Study and Mitigation Monitoring Program prepared for this project, and having made the findings contained in the attached Draft City Council Resolution

Resolution: Approving Minor Discretionary Permit 2014-01 (Taco Bell)

2. DISCUSSION OF ISSUE:

A Minor Discretionary permit application was received by the Planning Department on January 3, 2014 for the development of a 2,601 square foot drive-thru restaurant with associated on-site parking, landscaping and paving on an approximately 1.27 acre site located at 3606 North Golden State Boulevard. The site is located in the Northwest Triangle Specific Plan area. The sign program was also included in this application. The sign program included a double sided, internally illuminated 13' tall by 5' wide monument sign as well as 103 square feet of wall signs.

The property is zoned Heavy Commercial. Fast food restaurants are permitted with a Minor Discretionary Permit in this zoning district. Minor Discretionary Permits are reviewed and issued at the staff level and do not require a public hearing, unless one is requested.

Public notices were sent to adjacent property owners in accordance with the Minor Discretionary Permit noticing requirements, and two letters and one phone call were received expressing concerns about the potential traffic, noise, parking, and compatibility with the adjacent residential uses. The two comment letters are Attachment #2 to the Planning Commission staff report. The Planning Commission staff report is Attachment A, to this report. Turlock Municipal Code Section 9-5-311(c) requires a Minor Discretionary Permit be forwarded to the

Planning Commission for a public hearing if responses are received in opposition to the project. In response to the letters received, the Minor Discretionary Permit was referred to the Planning Commission and was heard at their June 5, 2014 meeting.

PLANNING COMMISSION MEETING

On June 4th a petition was received requesting the site plan to be amended to remove any ingress or egress onto Roberts Road. The petition was presented to the Planning Commission, and is provided as Attachment B to this report.

Three members of the public spoke at the Planning Commission meeting with concerns about the proposed project. The draft minutes from the June 5, 2014 meeting are included in Attachment C. Concerns were expressed that a fast food restaurant across the street from their residential properties would decrease property values for the area. They were also concerned headlights from vehicles exiting the restaurant from the driveway on Mountain View Road would shine into the windows of the homes across Mountain View Road. They asked for a block wall to be constructed along the Mountain View Road property line to separate the residences from the commercial use. Concerns were also raised about the restaurant being open 24 hours a day, people hanging out in the parking lot, trash, traffic and noise generated by the business.

The Planning Commission discussed the proposed project and added three conditions of approval to address the public's concerns. The first condition added was to require the drive-thru exit to be reconfigured to encourage exiting onto Roberts Road. The revised site plan is Attachment D to this report. The original layout of the drive-thru exit made the turn out of the drive-thru to the driveway on Roberts Road difficult. The reconfiguration of the drive-thru exit will make it easier for cars to exit onto Roberts Road instead of Mountain View Road and will help address the concerns of the public about the number of cars exiting onto Mountain View Road.

The second condition added to the resolution prohibited illumination of the tower element and slat wall with up lighting because of concerns about the glare it could cause for the nearby residences.

The third condition added to the project was to require a three foot tall decorative wall be installed in the landscaped bed in the southeastern corner of the site, along Mountain View Road to help screen the residences along Mountain View Road from the headlights of the cars exiting the drive-thru. The project was already conditioned to provide a continuous 36 inch high screen comprised of earth berms, low walls or fences, plant materials or a combination thereof to shield headlights from the adjacent roadways. The condition was added to specify a decorative wall must be used in this area.

The Planning Commission unanimously approved the Minor Discretionary Permit with the added conditions.

APPEAL

On June 10th an appeal of the Planning Commissions' approval of the project was filed by Ray and Pam Franco. The appeal application is attachment E to this report. A summary of each of the reasons listed in the appeal application for why the applicant believes the Planning Commission Decision was wrong are summarized below along with how the applicant feels the City Council should address these items. An explanation of Municipal Code policies related to each item is also included.

NOISE:

A noise assessment was prepared by J.C. Brennan & Associates evaluating the potential of noise levels to exceed City standards as defined in the City's Noise Ordinance (TMC 9-2-300ART) and the City of Turlock General Plan. The noise study found that projected noise levels would not exceed the ambient noise levels measured at the nearest sensitive receptors and the projected nighttime noise levels would not exceed the General Plan and Zoning Ordinance standards. Therefore no potential noise impacts were identified in the noise assessment so no noise mitigation measures were required. The noise assessment is Exhibit #1 attached to the Initial Study.

Concerns were raised at the public hearing about the noise from trash being thrown into the trash enclosure late at night. The project applicant indicated that company policy prohibits employees from taking trash out past 10:00 p.m. This was not added as a condition of approval in the Planning Commission resolution but the applicant has agreed to have this condition prohibiting the removal of trash from the building after 10:00 p.m. added to this resolution. The new condition is Condition #7 to this resolution.

BLOCK WALL ALONG MOUNTAIN VIEW

The appeal application is requesting a block wall be required along the Mountain View property line. The Municipal Code requires commercial properties adjacent to residential properties to construct a block wall between them. If the project is not immediately adjacent to a residential property, block walls are only permitted when a noise assessment shows a block wall is needed for noise attenuation. This project is not adjacent to residential property because of the road between them and the noise study did not identify any noise impacts that would require mitigation and therefore this Municipal Code requirement does not apply to this project.

TRAFFIC:

The applicant has multiple traffic concerns and recommended actions, they are each addressed below.

Traffic Study

The first concern is that the traffic study conducted by K.D Anderson and Associates did not take into account the additional trips generated by the business and the cumulative traffic impacts over time. The original traffic study looked at multiple scenarios, it is Exhibit #2 attached to the Initial Study. It first looked at current peak hour traffic conditions. Then it looked at the existing conditions plus the impact on existing conditions from any undeveloped projects in the area that have been approved by the City of Turlock. The study then looked at the existing traffic levels plus approved projects plus the Taco Bell project to understand the traffic impacts. The impact was a less than significant impact. Lastly, the traffic study looked at long-term cumulative traffic conditions based on forecasts associated with the build out of the General Plan using the year 2030 as a planning horizon. Therefore, the traffic study was adequate and did analyze the short term and long term impacts of the project.

The numbers for the square footage of the building were accidentally transposed and instead of a 2,601 square foot building as was depicted in the site plan, 2,106 square feet was listed in the application and was used in the traffic study. The traffic study was updated to reflect the additional 495 square feet. This update is Figure A attached to the Addendum to the Mitigated Negative Declaration, Attachment F to this report. The updated study found the project still did not have a significant impact on traffic.

Driveway on Mountain View Road

The petition submitted to the Planning Department requested the removal of the driveway on Mountain View Road. The appeal application is asking for the driveway on Mountain View Road to be an entrance only due to concerns about headlights from cars exiting the driveway shining into the homes across the street. Eliminating this driveway would create longer trip lengths for residences going to the subdivisions to the east of the project site. The driveway on Roberts Road is a right turn only so residences leaving the project site would have to turn out onto Golden State and then make their way back. The driveway improves circulation patterns for the neighborhood.

Pedestrian Safety

The appeal application cited concerns about pedestrian safety on the west side of Mountain View Road because there is no sidewalk. The project will make frontage improvements on all three of its frontages. When the properties along Mountain View Road develop they will also be required to improve their frontages up to City standards, including the installation of sidewalks.

Golden State Boulevard and Roberts Road Intersection

The appeal application has requested to have a stop light installed at the Golden State Boulevard and Roberts Road intersection. Golden State Boulevard is designated as an expressway in the General Plan. The General Plan policy states, "Collectors may intersect an expressway at ¼ mile spacing, but with right-

in/right-out access only". Therefore, creating a left turn out of Roberts Road onto Golden State Boulevard would not be in conformance with the General Plan. Right-turn only intersections do not need a stoplight for traffic control.

The appeal application expressed concerns with the safety and flooding of the Golden State Boulevard and Roberts Road intersection. This project will be required to make all of the frontage improvements to their property which will bring the area up to City standards. Any flooding that is occurring in the area adjacent to the project site will be solved with the improvements being put in as part of this project.

As part of the capital project that installed the median at Golden State Boulevard and Roberts Road additional work was done in the southeastern portion of this intersection that should alleviate the flooding issues in this area. When the property adjacent to this area develops full frontage improvements will be required, which would widen the turn off of Golden State Boulevard onto Roberts Road in accordance with City standards.

Residential Parking Permit

The traffic study recommended parking be prohibited along the west side of Mountain View Road for 100' to the north and south of the driveway to maintain clear lines of sight. The appellant is asking for a residential parking permit district to be established for the east side of Mountain View Road. Parking permit districts are only created when there is an existing problem. An application can be filed with the Engineering Department along with an application fee. The area is studied and if a parking problem is observed a parking permit district can be created. The project is providing more on-site parking than is required in the Municipal Code so a parking problem for the area is not anticipated. If there is a parking issue in the neighborhood there is a process for residences to request a parking permit district.

Stop Bar Alignment on Mountain View Road

Currently the stop bar and stop sign on Mountain View Road is set back from the Roberts Road intersection. When the property develops it will be required to make frontage improvements in accordance with City of Turlock standards and this stop bar will be moved up to align with the intersection. The development of this property will address the appellants concerns about this intersection.

HOURS OF OPERATION:

The appeal application is asking the Council to require the restaurant to close at midnight. The applicant is currently proposing to be open 24 hours a day. Limiting the hours of operation was discussed at the Planning Commission meeting. The Planning Commission decided it was best to let the restaurant operate 24 hours a day so there was always a staff person on-site who could monitor the property. The project applicant is willing to agree to a condition of

approval requiring the restaurant to close at midnight, allowing the drive-thru to be open 24 hours a day.

ON-SITE SECURITY:

The appellant is requesting private security to be required on-site during all hours of operation. The City of Turlock only requires on-site security be provided at businesses who are serving alcohol or for large events such as live entertainment that will bring large numbers of people to one place at the same time. The project applicant owns 50 Taco Bells and only one of the restaurants has a need for on-site security. This restaurant is located in an urban area where pan-handling and loitering is an issue for the whole area. Loitering has not been an issue at any of the other restaurants and therefore on-site security has not been part of the business practice.

The appellant is also requesting on-site security to help monitor Pitman High School students who may ditch class to frequent the Taco Bell. This project was routed to the school district for comment and no comments were received. Monitoring the activities of the students during school hours is left to the school and is not typically something a development project is expected to mitigate.

PUBLIC NOTICING:

The appeal application states residents in the neighborhood did not know about the Planning Commission meeting. Public notices were sent out in accordance with the City of Turlock and State Law requirements. As part of these requirements the applicant was required to post a sign on the property with the time and date of the Planning Commission meeting and a description of the project to inform people in the area who were not in the noticing boundary. Public notices were sent out again for the this City Council meeting, to all property owners within a 500 foot radius of the project site as well as to everyone who signed the petition.

PROPERTY VALUES:

The appellant feels the project will cause property values in the area to fall. The following five findings must be made to approve a Minor Discretionary Permit.

1. The proposal is consistent with the Turlock General Plan, the Zoning Ordinance and all other adopted plans for the site.
2. The proposal is in harmony with the existing or proposed development in the general area or neighborhood and will be compatible with adjacent structures and uses, including those on adjoining property.
3. The proposal is consistent with the development plan, terms, conditions, and / or intent of any planned development or conditional use permit currently in effect on the property.

4. Any structural elements contained within the proposal is of high quality design consistent with the intent of the City Design Element of the Turlock General Plan and the exterior design, appearance, materials, and colors will not cause the nature of the neighborhood to materially depreciate.
5. The proposal will not otherwise constitute a nuisance or be detrimental to the public safety, health and welfare of the neighborhood and community.

The impact to property values is not a factor in reviewing a Minor Discretionary Permit.

The property has been zoned Heavy Commercial and it has had this designation since 1995 when the property was annexed into the City of Turlock as part of the Northwest Triangle Specific Plan. Fast-food restaurants are a permitted use in this zoning district along with many other commercial uses. There has always been an expectation of commercial development on this property.

CEQA:

A mitigated negative declaration of environmental effect found the project did not create any significant impacts. An addendum to this mitigated negative declaration was prepared to analyze any impacts the additional 495 square feet of the building space could create. This addendum found the impact analysis in the previous mitigated negative declaration to be adequate and no change in mitigation measures was required.

3. BASIS FOR RECOMMENDATION:

- A. The proposed project complies with the General Plan land use designation and the Heavy Commercial zoning of the site. It is listed as a permitted use and complies with all of the Heavy Commercial zoning district development standards.
- B. On June 5, 2014, the Planning Commission unanimously approved the proposed project.

Strategic Plan Initiative: INTELLIGENT, PLANNED, MANAGED GROWTH

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

Strategic Plan Initiative: POLICY INITIATIVE – ECONOMIC DEVELOPMENT:

Goal: b. Generate job creation and retention

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Neutral

The cost of reviewing this request was paid for by the applicant. Further, the property will pay into the CFF to mitigate the project's impacts on public facilities.

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

Recommend approval.

6. **ENVIRONMENTAL DETERMINATION:**

Mitigated Negative Declaration: The environmental impacts associated with Minor Discretionary Permit 2014-01(MDP 2014-01) [Taco Bell] have been reviewed by the City pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA). Based upon analysis, information, and mitigation measures contained in the Initial Study and the Addendum to the Mitigated Negative Declaration prepared for the proposed project, it has been determined that no significant environmental impacts are associated with the proposed project. Pursuant to Public Resources Code 21080(c)(2) and 21157.5 of CEQA, the proposed project was analyzed to establish its potential impacts beyond those described in the General Plan Environmental Impact Report. Feasible mitigation measures have been added to the project, in accordance with Public Resources Code 21080(c)(2) and 21157.5 of CEQA, to mitigate identified environmental impacts to a level of insignificance.

On May 2, 2014, a Mitigated Negative Declaration was prepared and posted with the Stanislaus County Clerk, stating that the proposed development would not have a significant effect upon the environment because mitigation measures identified in the General Plan EIR, initial study, and mitigation monitoring program have been added to the project.

7. **ALTERNATIVES:**

A. The Council may deny the project.

B. The Council may amend the conditions of approval.



FEE: \$125.00

CITY OF TURLOCK APPEAL APPLICATION

RECEIVED

- ADMINISTRATIVE DECISION
- PLANNING COMMISSION DECISION
- OTHER (Describe) _____

JUN 10 2014

PFRANCO@CHARTER.NET

NAME OF APPLICANT: Pam Franco or Ray Franco

STREET ADDRESS: 3602 Heirloom Ct.

CITY: Turlock STATE: CA ZIP: 95382

DAY-TIME PHONE NUMBER: 209-345-0505 PAM 209-765-5116 Ray

DESCRIBE THE NATURE OF THE APPEAL: Appealing planning commission decision to approve Tann Bell Permit #2014-01

EXPLAIN THE REASON(S) YOU BELIEVE THE DECISION OR ACTION WAS WRONG:

1.) Not enough mitigation to avoid interruption of Public - residents across street are harmed substantially in Noise, traffic, smells, lights, etc. 2.) Traffic study was only taking current traffic & not future w/ added trips as restaurant is established and if neighboring properties also become restaurants. (OVER)

DATE OF DECISION: 06-05-14

WHAT ACTION ARE YOU ASKING THE CITY COUNCIL TO TAKE? City Council should deny permit or mandate stricter mitigation of Permit:

- 1.) Traffic (put in Stop Light at Roberts Road & Golden St Blvd.)
- 2.) Traffic - no exit from driveway onto Mountain View Rd.
- 3.) Mandate hours of operation only until Midnight
- 4.) Private security must be provided during all hours of operation
- 5.) Mandate comprehensive traffic study of how the whole neighborhood will be impacted, not just current traffic counts

Pam Franco
Signature of Applicant

06/09/14
Date

Attach

Decision Wrong because:

- 3) President is set w/ Jack-in-the-Box on Main & Golden State Blvd. That ingress-egress occurs only on Goldenstate Blvd, not Main. This Taco Bell is the only other fast food on Golden State (except KFC which is a unique corner).
- 4) Nothing was addressed about safety for Pedestrians on West side of Mountain View where there is no sidewalk. This will place all foot traffic in the middle of street or cause Jay-walking which are safety hazards.
- 5) No mandated mitigation for the Roberts Road/Golden State Blvd. Intersection. It is a mess - winter especially. Trucks park in front of 10mph exit from GS Blvd. to R. Acceleration lane from Roberts is a Yield going/merging in 55mph traffic - now there will be acceleration lane & deceleration into Gold St. Blvd entrance - traffic hazards on many fronts.
- 6) No mandate for security guard. 24 hour restaurant near fring & town of Keyes. Police will spend time controlling what should be Taco Bell's expense to control.
- 7) Noise abatement was stated by developer for speaker system, but nothing was mandated about hours for trash dumping. Developer stated no trash dumped after 10pm, but this was not made to be a written condition.

Decision Wrong because:

3.) President is set w/ Jack-in-the-Box on Main & Golden State Blvd. That ingress-egress occurs only on Goldenstate Blvd, not Main. This Taco Bell is the only other fast food on Golden State (except KFC which is a unique corner).

4.) Nothing was addressed about safety for Pedestrians on West side of Mountain View where there is no sidewalk. This will place all foot traffic in the middle of street or cause Jay-walking which are safety hazards.

5.) No mandated mitigation for the Roberts Road/Golden State Blvd. Intersection. It is a mess - winter especially! Trucks park in front of 10mph exit from GS Blvd. to Rob. Excelleration lane from Roberts is a Yield going/merging in 55 mph traffic - now there will be excceleration lane & deceleration into Gld. St. Blvd entrance - traffic hazards on many fronts.

6.) No mandate for security guard. 24 hour restaurant near freeway & town of Keyes. Police will spend time controlling what should be Taco Bell's expense to control.

7.) Noise abatement was stated by developer for speaker system, but nothing was mandated about hours for trash dumping. Developer stated no trash dumped after 10pm, but this was not made to be a written condition.

8.) Developer offered & Planning Commission accepted as a condition to build a 3A block wall by drive-in to block headlights from Residential Homes. This falls short. The headlights from cars pulling onto Mountain View Rd. will shine into the front windows of 34 homes, 24 hours per day, up to 70+ times per night. We proposed no exiting traffic onto Mountain View Rd. & Commission did not discuss benefit of this Proposal.

9.) Property values will fall. We own 8 homes on the other side of Mountain View Rd. We built them 10 years ago. For 10 years we & our tenants have had quiet enjoyment - this will interrupt that.

10.) The Planning Commission adopted "No Parking" on the West side of Mountain View along the Taco Bell parcel to aid in visual of oncoming traffic. This only serves to have overflow park on East side of Mountain View in front of the residents homes. If this is mandated, then there should be "residents only permit parking" permits issued so residents are able to park in front of their homes.

11.) Residents of Neighborhoods had no idea about the meeting. We have people coming to us, asking

11) (cont.)

receive notice & signage / Newspaper advertising did not reach them.

12.) Pitman students will ditch class, leave campus or gather afterschool at the restaurant, causing police and traffic issues. Again, there was no discussion of this and no proposed private security to address problems. The citizens of Turlock should not have to foot the bill for problems associated ~~with~~ from Taco Bell.

13.) Planning Commission did not mandate mitigation of non-alignment of Roberts Road at Mountain View. It is already impossible to see Eastbound traffic on Roberts (while stopped at Mountain View stop sign) because Roberts does not line-up straight. You have to creep into the traffic lane to see down the street. More traffic = more accidents.

Action to be taken:

- 5.) (cont.) future traffic counts and "what if" another restaurant goes in just north on the adjacent parcel.
- 6.) Mandate "resident permit" parking on East side of Mountain View.
- 7.) Notify all neighborhoods that will be affected of this meeting so residents can attend.
- 8.) Address students from Pitman / Turlock Jr. High
Limit number of students in restaurant during school hours.
- 9.) Mitigate Roberts Road & Mountain View non-alignment issue
- 10.) Mitigate flooding at Roberts Rd. / Golden State Blvd wet-drain.
- 11.) Mitigate dangerous situation w/ 10 mph exit from Gldn State Blvd to Roberts Rd.
- 12.) Mandate full block wall at Property line on Mountain View to limit commercial exposure

Due to the postponement of Public Hearing Item 7C to August 26, 2014, the attachments noted in the Synopsis to Item 7C have not been included in this printing because of their voluminous nature.

If you wish to obtain a copy or view the noted attachments, you may do so by contacting the City Clerk's Office.

A **COMPLETE** copy of this item, including attachments, will be provided with the August 26, 2014 City Council agenda packet.