

# City Council Agenda



**MARCH 13, 2012**

**7:00 p.m.**

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



Mayor  
**John S. Lazar**

Council Members  
**William DeHart, Jr.**  
**Forrest White**  
**Amy Bublak**  
**Mary Jackson**  
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) 688-5540. The City is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the City to process and respond to your request.

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

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

**1. A. CALL TO ORDER**

**B. SALUTE TO THE FLAG**

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

- A. Presentation: "Love Turlock," April 28, 2012, by Pastor David Larson, New Life Christian Center
- B. Appointment: Successor Agency Oversight Board General
- C. Appointment: Successor Agency Oversight Board former RDA Employee

Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council and the Council does not endorse the religious beliefs or views of this, or any other, invocation speaker.

3. A. SPECIAL BRIEFINGS

1. CALIFORNIA STATE UNIVERSITY STANISLAUS:

- Andrew LaFlamme, Director of Legislative Affairs
- Sabrina Dominguez, Governmental Affairs Administrator

B. STAFF UPDATES

1. Board, Commission, and Committee Vacancies (*Weaver*)
2. Legislative Update (*Pitt*)

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 2/16/12 in the amount of \$1,238,706.44
- B. Motion: Accepting Minutes of Regular Meeting of February 28, 2012
- C. Resolution: Approving a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2011-12 in the amount of \$403,792 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates
- D. Motion: Approving an Underground Electric Service Installation Agreement with Turlock Irrigation District (TID) of Turlock, California, in the amount of \$66,362 (Fund 420) to provide electrical service in connection with City Project 10-24, "Well No. 40 Sitework"
- E. Motion: Awarding bid and approving an agreement in the amount of \$24,578 (Fund 420) with Masellis Drilling, Inc. of Modesto, California, for City Project 11-45, "Pilot Hole for Well No. 41"
- F. Motion: Approving an Underground Electric Service Installation Agreement with Turlock Irrigation District (TID) of Turlock, California, in the amount of \$8,047 (Fund 230) to provide electrical service for City Project No. 12-20, "Sewer Lift Station – Tuolumne/Countryside"
- G. Motion: Reaffirming the emergency declaration of the City Manager that there is a need to pursue the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility without compliance to the formal competitive bidding procedure

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- H. 1. Resolution: Authorizing the City Manager to relinquish \$17,000 of the \$600,000 construction donation to the Carnegie Arts Center Foundation  
2. Resolution: Appropriating \$17,000 to 305-40-442.47251 "Carnegie Foundation-Release of Holding Funds" from Fund 305 "Capital Facilities Fees-General Administration" reserve balance
  - I. Motion: Approving Contract Change Order No. 4 in the amount of \$33,080.51 (Fund 305) for City Project No. 0804A, "Turlock Public Safety Facility-Off-site Improvements," bringing the contract total to \$1,157,484.76
  - J. Motion: Approving an Underground Electric Service Installation Agreement with Turlock Irrigation District (TID) of Turlock, California, in the amount of \$8,047 (Fund 306) to provide electrical service in connection with City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"
  - K. Motion: Rejecting all bids submitted for City Project 0945, "Washington and West Main Intersection Improvements"
  - L. Motion: Approving an agreement in an amount not to exceed \$15,650 (Fund 405) with NBS Government Finance Group for a cost recovery based building fee study
  - M. Motion: Approving a contract between Microbiz Security Company and the City of Turlock for the purchase and installation of software and hardware for the security card access system approved as sole source on February 14, 2012, in the amount of \$146,846
  - N. 1. Motion: Authorizing the City Manager to execute an agreement for tree trimming and maintenance services for the Parks, Recreation and Public Facilities Division, on a piggy-back contract from the Turlock Irrigation District, Contract No. G090074, with Davey Tree Surgery Company of Modesto, California, without compliance to the formal bid process  
2. Motion: Approving the service agreement with Davey Tree Surgery Company of Modesto, California, for tree trimming and maintenance services for a period of fifteen (15) months, ending June 30, 2013, in an amount not to exceed \$15,000
  - O. Resolution: Approving a fortune telling permit for Ms. Janet Adams operating Psychic & Taro Card Readings by Janet, located at 149 W. Canal Drive, owned and operated by Ms. Janet Adams
  - P. Motion: Authorizing the approval and execution of the City of Turlock to enter into a thirty-six (36) month, minimum term, subscriber agreement with West/Thomson Reuters for the provision of CLEAR Services for the Police Department
  - Q. Motion: Authorizing the approval of the City of Turlock to enter into the Stanislaus County Regional Apprehension Team Memorandum of Understanding
  - R. Resolution: Rescinding Resolution No. 2011-110 and adopting the amended Personnel System Rules and Regulations regarding Probation
  - S. Motion: Rejecting Claim for Damages filed by Jose Amparo Cruz

6. **FINAL READINGS:** None

7. PUBLIC HEARINGS:

- A. Request to amend Turlock Municipal Code Title 2, Chapter 9, entitled "Public Works Contracts" in order to update Section 03. (*Pitcock*)

***Recommended Action***

Ordinance: Amending Turlock Municipal Code Title 2, Chapter 9, entitled "Public Works Contracts" in order to update Section 03

8. SCHEDULED MATTERS:

- A. Request to support an Effective Sustainable Community Strategy for the Stanislaus Council of Governments as required by SB375 and committing to Leadership for Economically Viable Smart Growth Planning. (*Whitmore*)

***Recommended Action***

Resolution: Supporting an Effective Sustainable Community Strategy for the Stanislaus Council of Governments as required by SB375 and committing to Leadership for Economically Viable Smart Growth Planning

- B. Request to support the extension of a 1/8 cent sales tax which would fund the Stanislaus County Library (*Wasden*)

***Recommended Action***

Resolution: Supporting the extension of a 1/8 cent sales tax which would fund the Stanislaus County Library

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

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

11. CLOSED SESSION

12. ADJOURNMENT



**KELLIE E. WEAVER**  
 CITY CLERK  
[kweaver@turlock.ca.us](mailto:kweaver@turlock.ca.us)

**OFFICE OF THE CITY CLERK**  
 ADMINISTRATION

3B1

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5540 EXT 1110 | FAX 209-668-5668

**MEMORANDUM**

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** KELLIE WEAVER  
**DATE:** February 28, 2012  
**RE:** **Board, Commission, and Committee Vacancies**

The following information is provided based upon Council request to receive notification of vacancies on various boards, commissions, and committees in order that we might tap into the reservoir of talent that exists within our community.

Listed below are current and/or upcoming board, commission, and committee vacancies that require appointment by the Turlock City Council.

BOARD/COMMISSION/COMMITTEE	DATE OF VACANCY	NUMBER OF VACANCIES
Arts Commission	Various	18

Interested citizens may use the attached "Citizens Desiring to Serve Their City" application form or may request one from City Hall – Administration at 668-5540.

It should also be noted that pursuant to California Government Code Section 54970-54974 (commonly referred to as the Maddy Act), the Local Appointments List for the City of Turlock was prepared and posted at the Turlock Branch of the Stanislaus County Library prior to December 31, 2011 as required by the Act.

Any questions regarding serving on any of our regular and ongoing boards, commissions, and committees should be directed to my attention at (209) 668-5540, Ext. 1110 or [kweaver@turlock.ca.us](mailto:kweaver@turlock.ca.us).

Attachment (1)

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



OFFICE OF THE CITY CLERK  
ADMINISTRATION

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

## CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

- |  |   |
|--|---|
| <input type="checkbox"/> <b>Arts Commission</b><br><i>(please include a one page statement of interest and a letter of recommendation)</i> | <input type="checkbox"/> <b>Stanislaus County Airport Advisory Committee</b>          |
| <input type="checkbox"/> <b>Parks, Recreation &amp; Community Commission</b>   | <input type="checkbox"/> <b>Stanislaus County Local Task Force on Solid Waste</b>     |
| <input type="checkbox"/> <b>Planning Commission</b>  | <input type="checkbox"/> <b>Turlock Mosquito Abatement District Board of Trustees</b> |
| <input type="checkbox"/> <b>Development Collaborative Advisory Committee</b>   | <input type="checkbox"/> <b>Other _____</b>   |

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

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

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

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

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

How long have you lived in Turlock? \_\_\_\_\_

Are you, or are you related to, a current City employee? \_\_\_\_\_ If yes, please indicate the person's name and relationship, if not yourself. \_\_\_\_\_

Occupation: \_\_\_\_\_

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

Education (highest school year complete, degrees, etc.): \_\_\_\_\_

Employment Highlights: \_\_\_\_\_

Prior Public Service, if any: \_\_\_\_\_

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

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

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

**Please return to:**

Kellie Weaver, City Clerk  
City of Turlock  
156 S. Broadway, Suite 230  
Turlock, CA 95380  
(209) 668-5540, Ext. 1110

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Five Wires - City of Turlock Legislative Update

Bill Number	Author	Bill Summary/Status	Position/ Action
SB1156	Steinberg	<p>This bill would enable cities and counties to establish a "community development and housing joint powers authority." It permits cities and counties to form a joint powers authority (JPA) to assume the successor agency responsibilities. It also permits the JPA to establish an additional sales tax to fund sustainable economic development and affordable housing.</p> <p><b>Status: Introduced, referred to Housing and Transportation</b></p>	
SB1151	Steinberg	<p>This bill would require the successor agency to prepare a long range asset management plan that outlines a strategy for maximizing the long-term value of the real property and assets of the former redevelopment agency for ongoing economic development and housing functions. The bill requires the agency to submit the plan to the Department of Finance (DOF) and the oversight board by December 1, 2012, and would require the approval of the plan by DOF and oversight board by December 31, 2012.</p> <p><b>Status: Introduced, referred to Housing and Transportation</b></p>	
SB1220	Senators DeSaulnier and Steinberg	<p>This bill would enact the Housing Opportunity Trust Fund Act of 2012. The bill would make several legislative findings and declarations relating to the need for establishing permanent, ongoing sources of funding dedicated to affordable housing development. The bill would impose a fee of \$75 to be paid at the time of the recording of every real estate instrument, paper, or notice required or permitted by law to be recorded. By imposing new duties on counties with respect to the imposition of the recording fee, the bill would create a state-mandated local program. The bill would require revenues from this fee be sent quarterly to the Department of Housing and Community Development for deposit in the Housing Opportunity Trust Fund, which the bill would create within the State Treasury. The bill would provide that moneys in the fund may be expended for the purpose of supporting affordable housing, as specified. The bill would impose certain auditing and reporting requirements.</p> <p>This bill would result in a change in state taxes for the purpose of increasing state revenues within the meaning of Section 3 of Article XIII A of the California Constitution, and thus would require for passage the approval of 2/3 of the membership of each house of the Legislature.</p> <p><b>Status: Introduced. May be acted upon on or after March 25.</b></p>	

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# *City of Jurlock Legislative Update*

<p style="text-align: center;"><b>AB1585</b></p>	<p style="text-align: center;">Perez and Others</p>	<p>This bill would modify the scope of the term "enforceable obligation" and modify provisions relating to the transfer of housing funds and responsibilities associated with dissolved redevelopment agencies. The bill would provide that any amounts on deposit in the Low and Moderate Income Housing Fund of a dissolved redevelopment agency be transferred to specified entities. The bill would make conforming changes. The bill would expand this exception to include an agreement involving a loan specific to a project area and other specified obligations. The bill would provide that other loan agreements entered into between the redevelopment agency and the city, county, or city and county that created it are deemed to be enforceable obligations, except as specified. The bill would further expand upon, and clarify, the scope of the successor agencies and the oversight board's responsibilities. This bill would declare that it is to take effect immediately as an urgency statute.</p> <p style="text-align: center;"><b>Status: Referred to Housing and Community Development, Local Government</b></p>	
<p style="text-align: center;"><b>Bill or Case</b></p>	<p style="text-align: center;"><b>Author/ Jurisdiction</b></p>	<p style="text-align: center;">Federal Legislation/ Court Cases of Interest</p>	
	<p style="text-align: center;">State Court of Appeals</p>	<p style="text-align: center;"><b>COURT OF APPEAL DECISION ADDS TO UNSETTLED MEDICAL MARIJUANA LAW</b></p> <p>On Feb. 29, the Fourth District of the California Court of Appeal issued a published opinion in <i>City of Lake Forest v. Evergreen Holistic Collective</i>, striking down the city of Lake Forest's ban on medical marijuana dispensaries. The city had secured an injunction against the Evergreen medical marijuana dispensary, claiming the operation was a public nuisance since it was not permitted under the city's zoning code. The appellate court reversed the injunction granted by the trial court, finding the city's dispensary ban was pre-empted by state law.</p>	
<p style="text-align: center;">HR 1433</p>		<p style="text-align: center;"><b>ANTI-EMINENT DOMAIN BILL H.R. 1433 PASSES IN HOUSE</b></p> <p>On Tuesday, the House of Representatives passed H.R. 1433, the Private Property Rights Protection Act of 2011. This bill would prohibit governments that receive federal economic development funds from using eminent domain to acquire property. The bill would exempt specific public projects such as the construction of roads, hospital facilities, airports or military, public transportation systems or infrastructure, or in order to remove threats to public health and safety.</p>	<p style="text-align: center;">Passed House of Representatives</p>

**2012 TENTATIVE LEGISLATIVE CALENDAR**

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE & THE OFFICE OF THE ASSEMBLY CHIEF CLERK  
Revised 10-4-11

**JANUARY**

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**DEADLINES**

- Jan. 1** Statutes take effect (Art. IV, Sec. 8(c)).
- Jan. 4** Legislature reconvenes (J.R. 51(a)(4)).
- Jan. 10** Budget must be submitted by Governor (Art. IV, Sec. 12 (a)).
- Jan. 13** Last day for **policy committees** to hear and report to Fiscal Committees fiscal bills introduced in their house in 2011 (J.R. 61(b)(1)).
- Jan. 16** Martin Luther King, Jr. Day.
- Jan. 20** Last day for any committee to hear and report to the **Floor** bills introduced in their house in 2011 (J.R. 61(b)(2)).
- Jan. 27** Last day to submit **bill requests** to the Office of Legislative Counsel.
- Jan. 31** Last day for each house to pass **bills introduced in 2011** in their house (Art. IV, Sec. 10(c)), (J.R. 61(b)(3)).

**FEBRUARY**

S	M	T	W	TH	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

- Feb. 20** President's Birthday.
- Feb. 24** Last day for bills to be **introduced** (J.R. 61(b)(4)), (J.R. 54(a)).

**MARCH**

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- Mar. 29** **Spring Recess** begins at end of this day's session (J.R. 51(b)(1)).
- Mar. 30** **Cesar Chavez Day** observed

**APRIL**

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- Apr. 9** Legislature reconvenes from **Spring Recess** (J.R. 51(b)(1)).
- Apr. 27** Last day for **policy committees** to hear and report to Fiscal Committees **fiscal bills** introduced in their house (J.R. 61(b)(5)).

**MAY**

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- May 11** Last day for **policy committees** to hear and report to the **Floor non-fiscal** bills introduced in their house (J.R. 61(b)(6)).
- May 18** Last day for **policy committees** to meet prior to June 4 (J.R. 61(b)(7)).
- May 25** Last day for **fiscal committees** to hear and report to the **Floor** bills introduced in their house (J.R. 61 (b)(8)). Last day for **fiscal committees** to meet prior to June 4 (J.R. 61 (b)(9)).
- May 28** Memorial Day.
- May 29 - June 1** **Floor Session only**. No committee may meet for any purpose (J.R. 61(b)(10)).

\*Holiday schedule subject to final approval by the Rules Committee

**2012 TENTATIVE LEGISLATIVE CALENDAR**

COMPILED BY THE OFFICE OF THE SECRETARY OF THE SENATE & THE OFFICE OF THE ASSEMBLY CHIEF CLERK  
Revised 10-4-11

JUNE						
S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

JULY						
S	M	T	W	TH	F	S
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22	23	24	25	26	27	28
29	30	31				

AUGUST						
S	M	T	W	TH	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

<p><b>June 1</b> Last day for bills to be passed out of the house of origin (J.R. 61(b)(11)).</p> <p><b>June 4</b> Committee meetings may resume (J.R. 61(b)(12)).</p> <p><b>June 15</b> Budget must be passed by midnight (Art. IV, Sec. 12 (c)(3)).</p> <p><b>June 28</b> Last day for a legislative measure to qualify for the Nov. 6 general election ballot (Elec. Code Sec. 9040).</p>	<p><b>July 4</b> Independence Day.</p> <p><b>July 6</b> Last day for policy committees to meet and report bills (J.R. 61(b)(13)). Summer Recess begins at the end of this day's session if Budget Bill has been passed (J.R. 51(b)(2)).</p>
<p><b>Aug. 6</b> Legislature reconvenes from Summer Recess (J.R. 51(b)(2)).</p> <p><b>Aug. 17</b> Last day for fiscal committees to meet and report bills to the Floor (J.R. 61(b)(14)).</p> <p><b>Aug. 20 - 31 Floor Session only.</b> No committees, other than conference committees and Rules Committee, may meet for any purpose (J.R. 61(b)(15)).</p> <p><b>Aug. 24</b> Last day to amend bills on the Floor (J.R. 61(b)(16)).</p> <p><b>Aug. 31</b> Last day for each house to pass bills (Art. IV, Sec. 10(c)), (J.R. 61(b)(17)). Final Recess begins at end of this day's session (J.R. 51(b)(3)).</p>	

**IMPORTANT DATES OCCURRING DURING FINAL RECESS**

**2012**

- Sept. 30 Last day for Governor to sign or veto bills passed by the Legislature before Sept. 1 and in the Governor's possession on or after Sept. 1 (Art. IV, Sec. 10(b)(2)).
- Nov. 6 General Election.
- Nov. 30 Adjournment Sine Die at midnight (Art. IV, Sec. 3(a)).
- Dec. 3 12 m. convening of the 2013-14 Regular Session (Art. IV, Sec. 3(a)).

**2013**

- Jan. 1 Statutes take effect (Art. IV, Sec. 8(c)).

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }  
OF 2/16/12 IN THE AMOUNT OF }  
\$1,238,706.44; }  
\_\_\_\_\_ }

RESOLUTION NO. 2012

WHEREAS, the City has received demands for ratification and approval.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept Demands as follows:

Demands of:	In the Amount of:
2/16/2012	\$1,238,706.44

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of March, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
87381	02/14/2012	Open			Utility Management Refund	BENNETT, ROBERT	\$10.00		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$10.00	
87382	02/14/2012	Open			Utility Management Refund	BIG VILLAGE ASSOCIATES LLC	\$105.45		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$105.45	
87383	02/14/2012	Open			Utility Management Refund	DEERING, ZINAT	\$25.32		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$25.32	
87384	02/14/2012	Open			Utility Management Refund	GOMES, JOEY	\$9.07		
	Paying Fund			Cash Amount					
	420 - WATER			420.11000 (Cash)				\$9.07	
87385	02/16/2012	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$330.92		
	Paying Fund			Cash Amount					
	502 - Engineering			502.11000 (Cash)				\$330.92	
87386	02/16/2012	Open			Accounts Payable	AMERINATN'L COMM SERVICE	\$170,220.00		
	Paying Fund			Cash Amount					
	258 - Housing Stimulus Funds			258.11000 (Cash)				\$170,220.00	
87387	02/16/2012	Open			Accounts Payable	ANIMAL CARE EQUIP & SVCS	\$235.06		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$235.06	
87388	02/16/2012	Open			Accounts Payable	ANYTHING VINYL LLC	\$267.36		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$267.36	
87389	02/16/2012	Open			Accounts Payable	APPLIED PEST MANAGEMENT INC	\$220.00		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)				\$220.00	
87390	02/16/2012	Open			Accounts Payable	AT&T / CALNET 2	\$317.73		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)				\$317.73	
								\$229.69	

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

87391	426 - Transit - BLAST	426.11000 (Cash)			\$66.22
	505 - Fleet	505.11000 (Cash)			\$21.82
	02/16/2012 Open	Accounts Payable	BLX GROUP LLC		
	Paying Fund	Cash Amount			\$2,250.00
87392	705 - NW Triangle Mello Roos (CFD #1)	705.11000 (Cash)			\$2,250.00
	02/16/2012 Open	Accounts Payable	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS		\$15.00
	Paying Fund	Cash Amount			\$15.00
87393	601 - Redevelopment (80%)	601.11000 (Cash)			\$15.00
	02/16/2012 Open	Accounts Payable	CARTER CONSTRUCTION		\$983.20
	Paying Fund	Cash Amount			\$983.20
87394	217 - Streets - Gas Tax	217.11000 (Cash)			\$983.20
	02/16/2012 Open	Accounts Payable	CENTRAL SANITARY SUPPLY		\$2,160.04
	Paying Fund	Cash Amount			\$2,160.04
87395	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$2,160.04
	02/16/2012 Open	Accounts Payable	CENTRAL VALLEY BUSINESS		\$922.35
	Paying Fund	Cash Amount			\$922.35
87396	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$922.35
	02/16/2012 Open	Accounts Payable	CENTRAL VALLEY CONCRETE		\$500.74
	Paying Fund	Cash Amount			\$500.74
87397	228 - Park Development Tax	228.11000 (Cash)			\$500.74
	02/16/2012 Open	Accounts Payable	CHILDREN'S CRISIS CENTER		\$4,341.10
	Paying Fund	Cash Amount			\$4,341.10
87398	255 - CDBG	255.11000 (Cash)			\$4,341.10
	02/16/2012 Open	Accounts Payable	CINCINNATI LIFE INS INC		\$816.92
	Paying Fund	Cash Amount			\$816.92
87399	104 - Payroll Clearing Fund	104.11000 (Cash)			\$816.92
	02/16/2012 Open	Accounts Payable	CITY OF OAKDALE		\$6,320.28
	Paying Fund	Cash Amount			\$6,320.28
87400	256 - Stanislaus Housing Consortia	256.11000 (Cash)			\$6,320.28
	02/16/2012 Open	Accounts Payable	COIT RESTORATION SVCS INC		\$323.74
	Paying Fund	Cash Amount			\$323.74
87401	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$323.74
	02/16/2012 Open	Accounts Payable	COMBINED BENEFITS ADMIN C		\$69,923.75
	Paying Fund	Cash Amount			\$69,923.75
87402	511 - Health Insurance	511.11000 (Cash)			\$69,923.75
	02/16/2012 Open	Accounts Payable	COMBINED BENEFITS ADMIN-		\$4,867.55

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

Paying Fund	Cash Amount	Amount
87403	511 - Health Insurance 02/16/2012 Open Paying Fund	\$4,867.55
	Accounts Payable	COMBINED BENEFITS ADMIN/
		\$2,183.98
87404	511 - Health Insurance 02/16/2012 Open Paying Fund	\$2,183.98
	Accounts Payable	COMBINED BENEFITS ADMIN=
		\$130,867.49
87405	511 - Health Insurance 02/16/2012 Open Paying Fund	\$130,867.49
	Accounts Payable	COUNTRY FORD TRUCKS INC
		\$831.32
87406	410 - WATER QUALITY CONTROL (WQC) 02/16/2012 Open Paying Fund	\$831.32
	Accounts Payable	CUSTOM LOCKSMITH &
		\$715.83
87407	110 - General Fund 02/16/2012 Open Paying Fund	\$715.83
	Accounts Payable	DAIMLER BUSES NO AMERICA
		\$150.33
87408	426 - Transit - BLAST 02/16/2012 Open Paying Fund	\$150.33
	Accounts Payable	ENTERSECT CORPORATION
		\$169.90
87409	110 - General Fund 02/16/2012 Open Paying Fund	\$169.90
	Accounts Payable	EQUIFAX
		\$25.41
87410	110 - General Fund 02/16/2012 Open Paying Fund	\$25.41
	Accounts Payable	FARIA, JAMIE
		\$426.00
87411	104 - Payroll Clearing Fund 110 - General Fund 02/16/2012 Open Paying Fund	\$427.50
	Accounts Payable	FEDERAL EXPRESS
		(\$1.50)
87412	410 - WATER QUALITY CONTROL (WQC) 02/16/2012 Open Paying Fund	\$367.51
	Accounts Payable	FRANCHISE TAX BOARD
		\$26.19
87413	104 - Payroll Clearing Fund 110 - General Fund 02/16/2012 Open Paying Fund	(\$1.50)
	Accounts Payable	GOMES PROPANE
		\$151.14
110 - General Fund	110.11000 (Cash)	\$69.81

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

87414	217 - Streets - Gas Tax 02/16/2012 Open Paying Fund	217.11000 (Cash) Accounts Payable	GUINN III, MARVIN, OLIVER	\$61.33
87415	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	HACH COMPANY	\$797.02
87416	410 - WATER QUALITY CONTROL (WQC) 02/16/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	HILMAR READY MIX	\$1,822.92
87417	410 - WATER QUALITY CONTROL (WQC) 02/16/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	HUNTINGTON COURT REPORTER	\$107.38
87418	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	JEFFERS PET SUPPLIES	\$1,201.32
87419	203 - Animal Fee Forfeiture 02/16/2012 Open Paying Fund	203.11000 (Cash) Accounts Payable	JUSTUS LAWNMOWER SHOP INC	\$375.91
87420	246 - Landscape Assessment 02/16/2012 Open Paying Fund	246.11000 (Cash) Accounts Payable	KLEINFELDER	\$300.27
87421	305 - Capital Facility Fees 426 - Transit - BLAST 02/16/2012 Open Paying Fund	305.11000 (Cash) 426.11000 (Cash) Accounts Payable	LANGUAGE LINE SERVICES	\$32.37
87422	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	MARTIN & CHAPMAN CO	\$550.95
87423	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	MCC BUSINESS SYSTEMS	\$103.58
87424	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	MISSION LINEN SUPPLY INC	\$2,399.85
	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax	110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash)		\$680.50 \$214.76 \$63.60

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

87425	246 - Landscape Assessment	246.11000 (Cash)		\$111.36
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$1,018.53
	420 - WATER	420.11000 (Cash)		\$158.85
	505 - Fleet	505.11000 (Cash)		\$152.25
	02/16/2012 Open	Accounts Payable	MME	\$211.49
	Paying Fund	Cash Amount		Amount
87426	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$211.49
	02/16/2012 Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS	\$134.22
	Paying Fund	Cash Amount		Amount
87427	502 - Engineering	502.11000 (Cash)		\$134.22
	02/16/2012 Open	Accounts Payable	NAPA AUTO PARTS	\$36.98
	Paying Fund	Cash Amount		Amount
87428	246 - Landscape Assessment	246.11000 (Cash)		\$36.98
	02/16/2012 Open	Accounts Payable	NEIL O ANDERSON AND ASSOC	\$10,830.00
	Paying Fund	Cash Amount		Amount
87429	305 - Capital Facility Fees	305.11000 (Cash)		\$10,830.00
	02/16/2012 Open	Accounts Payable	NEW WORLD SYSTEM CORP	\$1,727.38
	Paying Fund	Cash Amount		Amount
87430	240 - Small Equipment Replacement	240.11000 (Cash)		\$1,727.38
	02/16/2012 Open	Accounts Payable	NIMBUS CONSULTING GROUP	\$4,600.00
	Paying Fund	Cash Amount		Amount
87431	110 - General Fund	110.11000 (Cash)		\$4,600.00
	02/16/2012 Open	Accounts Payable	NORMAC INC	\$1,567.68
	Paying Fund	Cash Amount		Amount
87432	205 - Sports Facilities	205.11000 (Cash)		\$1,567.68
	02/16/2012 Open	Accounts Payable	OMNI-MEANS INC	\$4,940.05
	Paying Fund	Cash Amount		Amount
87433	305 - Capital Facility Fees	305.11000 (Cash)		\$4,940.05
	02/16/2012 Open	Accounts Payable	P E R S ACTNG DIV	\$289,597.02
	Paying Fund	Cash Amount		Amount
	104 - Payroll Clearing Fund	104.11000 (Cash)		\$281,599.24
	110 - General Fund	110.11000 (Cash)		\$7,672.71
	205 - Sports Facilities	205.11000 (Cash)		\$3.76
	217 - Streets - Gas Tax	217.11000 (Cash)		\$13.25
	246 - Landscape Assessment	246.11000 (Cash)		\$15.04
	265 - Fire Department Grants	265.11000 (Cash)		\$55.65
	266 - Police Services Grants	266.11000 (Cash)		\$89.68

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

87434	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$59.68
	420 - WATER	420.11000 (Cash)			\$38.29
	505 - Fleet	505.11000 (Cash)			\$9.72
	02/16/2012 Open	Accounts Payable	P G & E		\$6,730.37
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		\$1,228.45	
	217 - Streets - Gas Tax	217.11000 (Cash)		\$8.11	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$417.67	
	505 - Fleet	505.11000 (Cash)		\$5,076.14	
87435	02/16/2012 Open	Accounts Payable	PACIFIC STORAGE COMPANY		\$440.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		\$400.00	
87436	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$40.00	
	02/16/2012 Open	Accounts Payable	PARK MD, VERNON G		\$150.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		\$150.00	
87437	02/16/2012 Open	Accounts Payable	PERFORMANCE TRANSMISSION		\$1,800.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		\$1,800.00	
87438	02/16/2012 Open	Accounts Payable	QUEST DIAGNOSTICS		\$182.71
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		\$182.71	
87439	02/16/2012 Open	Accounts Payable	RICHARDS WATSON & GERSHON		\$2,016.59
	Paying Fund	Cash Amount		Amount	
	601 - Redevelopment (80%)	601.11000 (Cash)		\$764.78	
	605 - RDA 20% Housing Set Aside	605.11000 (Cash)		\$1,251.81	
87440	02/16/2012 Open	Accounts Payable	ROBIC REFRIGERATION INC		\$219.57
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		\$219.57	
87441	02/16/2012 Open	Accounts Payable	ROLAND PHD, JOCELYN E		\$1,000.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		\$1,000.00	
87442	02/16/2012 Open	Accounts Payable	SAFETY-KLEEN CORPORATION		\$134.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$134.00	
87443	02/16/2012 Open	Accounts Payable	SECURE DELIVERY		\$345.00
	Paying Fund	Cash Amount		Amount	

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

87444	420 - WATER 02/16/2012 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	SIERRA CHEMICAL CO	\$345.00	\$2,079.15
87445	410 - WATER QUALITY CONTROL (WQC) 02/16/2012 Paying Fund	Open	410.11000 (Cash)	Accounts Payable	SOUTHWEST SCHOOL &	\$2,079.15	\$279.55
87446	270 - Recreation Grants 02/16/2012 Paying Fund	Open	270.11000 (Cash)	Accounts Payable	SPENCE SPRAYING	\$279.55	\$5,025.57
87447	217 - Streets - Gas Tax 410 - WATER QUALITY CONTROL (WQC) 02/16/2012 Paying Fund	Open	217.11000 (Cash) 410.11000 (Cash)	Accounts Payable	STATE OF CALIFORNIA	\$703.15 \$4,322.42	\$1,876.98
87448	110 - General Fund 02/16/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SUNGARD PUBLIC SECTOR INC	\$1,876.98	\$3,200.00
87449	110 - General Fund 02/16/2012 Paying Fund	Open	110.11000 (Cash)	Accounts Payable	SUPPORT PAYMENT CLEARING	\$3,200.00	\$439.13
87450	104 - Payroll Clearing Fund 110 - General Fund 02/16/2012 Paying Fund	Open	104.11000 (Cash) 110.11000 (Cash)	Accounts Payable	T I D	\$440.13 (\$1.00)	\$24,138.41
87451	110 - General Fund 216 - Streets - Local Transportation 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 02/16/2012 Paying Fund	Open	110.11000 (Cash) 216.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash)	Accounts Payable	TBA AUTO PARTS	\$9,394.33 \$2,051.95 \$1,799.59 \$10,892.54	\$5,337.17
	110 - General Fund 205 - Sports Facilities 217 - Streets - Gas Tax 246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC) 420 - WATER 425 - Transit - Dial A Ride 426 - Transit - BLAST		Cash Amount 110.11000 (Cash) 205.11000 (Cash) 217.11000 (Cash) 246.11000 (Cash) 410.11000 (Cash) 420.11000 (Cash) 425.11000 (Cash) 426.11000 (Cash)			Amount \$2,172.40 \$421.38 \$381.78 \$125.37 \$1,195.80 \$507.97 \$336.79 \$195.68	

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

Account ID	Payment Date	Open	Paying Fund	Account Name	Account Type	Cash Amount	Amount
87452	02/16/2012	Open	110 - General Fund	TELE COMMUNICATION INC	Accounts Payable	110.11000 (Cash)	\$562.70
87453	02/16/2012	Open	217 - Streets - Gas Tax	TIRE DIST SYSTEM INC	Accounts Payable	217.11000 (Cash)	\$229.92
			410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)	\$95.03
			425 - Transit - Dial A Ride			425.11000 (Cash)	\$52.52
			426 - Transit - BLAST			426.11000 (Cash)	\$47.37
87454	02/16/2012	Open	506 - Vehicle/Equipment Replacement	TURF STAR	Accounts Payable	506.11000 (Cash)	\$35.00
			506 - Vehicle/Equipment Replacement	TURLOCK CITY TOW INC	Accounts Payable	506.11000 (Cash)	\$27,942.59
87455	02/16/2012	Open	110 - General Fund	TURLOCK CITY TOW INC	Accounts Payable	110.11000 (Cash)	\$100.00
			205 - Sports Facilities			205.11000 (Cash)	\$75.00
87456	02/16/2012	Open	410 - WATER QUALITY CONTROL (WQC)	TURLOCK RADIATOR SERVICE	Accounts Payable	410.11000 (Cash)	\$25.00
			410 - WATER QUALITY CONTROL (WQC)	TURLOCK RADIATOR SERVICE	Accounts Payable	410.11000 (Cash)	\$837.36
87457	02/16/2012	Open	110 - General Fund	TURLOCK SCAVENGER CO INC	Accounts Payable	110.11000 (Cash)	\$837.36
			420 - WATER			420.11000 (Cash)	\$400,000.00
87458	02/16/2012	Open	410 - WATER QUALITY CONTROL (WQC)	UNIVAR USA INC	Accounts Payable	410.11000 (Cash)	(\$11,111.00)
87459	02/16/2012	Open	705 - NW Triangle Mello Roos (CFD #1)	US BANK	Accounts Payable	705.11000 (Cash)	\$10,376.99
87460	02/16/2012	Open	110 - General Fund	US CONF OF MAYORS, THE	Accounts Payable	110.11000 (Cash)	\$3,075.00
87461	02/16/2012	Open	511 - Health Insurance	VISION SERVICE PLAN CA	Accounts Payable	511.11000 (Cash)	\$5,269.00
87462	02/16/2012	Open	511 - Health Insurance	WEST COAST SAND & GRAVEL	Accounts Payable	511.11000 (Cash)	\$7,946.73
			511 - Health Insurance	WEST COAST SAND & GRAVEL	Accounts Payable	511.11000 (Cash)	\$2,497.88

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

87463	410 - WATER QUALITY CONTROL (WQC) 02/16/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable CASH AMOUNT	WORK WELLNESS	\$2,497.88	\$1,000.00
87464	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable CASH AMOUNT	ZAP MFG INC	\$1,325.60	\$94.00
87465	217 - Streets - Gas Tax 02/16/2012 Open Paying Fund	217.11000 (Cash) Accounts Payable CASH AMOUNT	BACKEROFF, MICHELLE	\$94.00	\$20.00
87466	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable CASH AMOUNT	CHIEF GARY KEELER - GRIDLEY POLICE DEPT.	\$94.00	\$286.24
87467	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable CASH AMOUNT	DOUBLETREE HILTON SACRAMENTO	\$286.24	\$350.00
87468	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable CASH AMOUNT	HIS TREE SERVICE, INC.	\$350.00	\$162.00
87469	217 - Streets - Gas Tax 02/16/2012 Open Paying Fund	217.11000 (Cash) Accounts Payable CASH AMOUNT	HOLEMAN, RUSS	\$162.00	\$220.00
87470	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable CASH AMOUNT	HUMPRHES, KEITH	\$162.00	\$1,402.00
87471	410 - WATER QUALITY CONTROL (WQC) 02/16/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable CASH AMOUNT	ICMA-RC	\$220.00	\$1,402.00
87472	511 - Health Insurance 02/16/2012 Open Paying Fund	511.11000 (Cash) Accounts Payable CASH AMOUNT	JACKSON, ROBERT	\$1,402.00	\$112.00
87473	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable CASH AMOUNT	NATIONAL STORES	\$112.00	\$309.51
87474	110 - General Fund 02/16/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable CASH AMOUNT	Ochoa Diaz, Jesus	\$309.51	\$300.00

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

87475	110 - General Fund 02/16/2012	Open	110.11000 (Cash)	Accounts Payable	PACIFIC PRODUCTS & SERVICES, INC.	\$300.00	\$371.70
	Paying Fund		Cash Amount			Amount	
87476	217 - Streets - Gas Tax 02/16/2012	Open	217.11000 (Cash)	Accounts Payable	PATEL, ELIZABETH	\$371.70	\$268.19
	Paying Fund		Cash Amount			Amount	
87477	110 - General Fund 02/16/2012	Open	110.11000 (Cash)	Accounts Payable	PS2	\$268.19	\$307.78
	Paying Fund		Cash Amount			Amount	
87478	110 - General Fund 02/16/2012	Open	110.11000 (Cash)	Accounts Payable	ROCHA, PAUL, M	\$307.78	\$245.12
	Paying Fund		Cash Amount			Amount	
87479	110 - General Fund 02/16/2012	Open	110.11000 (Cash)	Accounts Payable	SHERATON GRAND HOTEL SACRAMENTO	\$245.12	\$741.31
	Paying Fund		Cash Amount			Amount	
87480	110 - General Fund 02/16/2012	Open	110.11000 (Cash)	Accounts Payable	WEAVER, KELLIE	\$741.31	\$169.55
	Paying Fund		Cash Amount			Amount	
	110 - General Fund		110.11000 (Cash)	100 Transactions		\$169.55	\$1,238,706.44

Type Check Totals:  
AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	\$1,238,706.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	100	\$1,238,706.44	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	\$1,238,706.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	100	\$1,238,706.44	\$0.00

Grand Totals:

# Payment Register

From Payment Date: 2/10/2012 - To Payment Date: 2/16/2012

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	\$1,238,706.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>100</b>	<b>\$1,238,706.44</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	\$1,238,706.44	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>100</b>	<b>\$1,238,706.44</b>	<b>\$0.00</b>

5B1

FEBRUARY 28, 2012  
7:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

DRAFT

MINUTES  
Regular Meeting  
Turlock City Council

- 1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:06 p.m.  
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.  
ABSENT: None

**B. SALUTE TO THE FLAG**

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

*Mayor Lazar handled Items 2A and 2B in reverse order.*

- B. Mayor Lazar presented a Proclamation to Tammie Webb in honor of Lemonade Day, May 19, 2012. Tammie Webb provided information about participation and specific information about the program.
- A. Mayor Lazar presented a Proclamation to Staff Services Technician Toni Cordell in honor of "Go Green Week," March 5 – 9, 2012. Ms. Cordell introduced mascot "Recycle Man" and Walnut Elementary School Teacher Brett Sutterley who spoke of the student activities on his campus related to "Go Green Week."
- C. *Removed for future consideration.*
- D. *Removed for future consideration.*

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

**B. STAFF UPDATES**

- 1. Interim Assistant to the City Manager/Housing Program Services Manager Maryn Pitt provided an update on the Avena Bella project, including information about the anticipated groundbreaking ceremony in the next couple months and the expected occupancy date of July 2013.
- 2. Police Chief Robert Jackson provided information about the temporary, short-term closure of the Police Records Department counter on Fridays from 8:00 a.m. until 1:00 p.m. due to a backlog of work. Normal operating hours will resume as soon as possible.

**C. PUBLIC PARTICIPATION:**

Gary Doesekle spoke regarding Big 5 Sporting Goods and a box he found outside the store.

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

DRAFT

Mayor Lazar asked that Council hear the Closed Session Item prior to entertaining the Consent Calendar.

**Action:** Motion by Councilmember DeHart, seconded by Councilmember Bublak, authorizing hearing the Closed Session Item before the Consent Calendar. Motion carried unanimously.

#### 11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Item.

Conference with Legal Counsel – Anticipated Litigation, Cal. Gov't Code §54956.9(b)  
Potential Cases: (1case)

**Action:** Council provided direction to staff.

Mayor Lazar announced there was no reportable action.

#### 5. CONSENT CALENDAR:

**Action:** Motion by Councilmember Bublak, seconded by Councilmember Jackson, and unanimously carried to adopt the consent calendar as follows:

- A. **Resolution No. 2012-024** Accepting Demands of 1/26/12 in the amount of \$2,782,179.26; Demands of 2/2/12 in the amount of \$638,801.40
- B. Motion: Accepting Minutes of Special Meeting of January 12, 2012; Minutes of Regular Meeting of February 14, 2012
- C. Motion: Awarding bid and approving an agreement in the amount of \$192,666.35 (Fund 420) with Peterson Excavation of Tuolumne, California, for City Project 10-24, "Well No. 40 Sitework"
- D.
  1. Motion: Approving Contract Change Order No. 1 (Final) in the amount of \$450 (Fund 216) for City Project No. 10-70, "906 & 930 North Olive Avenue Sidewalk Improvements," bringing the contract total to \$31,020
  2. Motion: Accepting improvements for City Project No. 10-70, "906 & 930 North Olive Avenue Sidewalk Improvements," and authorizing the City Engineer to file a Notice of Completion
- E. Motion: Reaffirming the emergency declaration of the City Manager that there is a need to pursue the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility without compliance with the formal competitive bidding procedure for City Project No. 12-24, "TRWQCF Emergency Hot Water Circulation Piping Replacement"
- F.
  1. Motion: Approving Contract Change Order No. 5 (Final) in the amount of \$180,853 (Fund 305) for City Project No. 0704, "Carnegie Facility Reconstruction," bringing the contract total to \$5,337,315
  2. Motion: Accepting improvements for City Project No. 0704, "Carnegie Facility Reconstruction," and authorizing the City Engineer to file a Notice of Completion

3. Motion: Approving Amendment No. 3 to the Agreement with WMB Architects (City Contract No. 08-511) increasing the total compensation under the contract by \$15,690 for additional design and project administration services

G. Motion: Awarding bid and approving an agreement in the amount of \$482,602.60 (Fund 306) with Floyd Johnston Construction Co., Inc., of Clovis, California, for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"

H. **Resolution No. 2012-025** Rescinding Resolution No. 68-42 and adopting a new policy authorizing the City Clerk to sign documents conveying interest in real estate to the City of Turlock for public use

I. **Resolution No. 2012-026** Appropriating \$124,344 to account number 302-40-420.51200 "EECBG Grant Expenses" funded by an increase of revenue of \$124,344 in account number 302-40-420-34302 "EECBG Grant Revenue" for City Project No. 10-30, "Streetlight Induction Lamp Replacement/Retrofit Project"

J. **Resolution No. 2012-027** Appropriating \$25,000 to account number 410-51-531.44001\_000 "Supplies General" from Fund 410 "Water Quality Control" reserve balance for the purchase of sewer distribution and service materials

K. **Resolution No. 2012-028** Authorizing the filling of one (1) vacant Wastewater Plant Operator II position within the Municipal Services Division through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

L. **Resolution No. 2012-029** Authorizing the Purchasing Officer to dispose of surplus property by any means determined to be in the best interest of the City

M. Motion: Approving the Lease Agreement for nine (9) new Kyocera multifunctional copiers for various City offices through the Association of Education of Purchasing Agencies (AEPA) Contract No. AEPA009.D from Kyocera Mita American, Inc., as the lesser and the maintenance through MoCal Office of Modesto, at a monthly cost of \$563 for a period of sixty-three (63) months for a total of \$35,469, without compliance to the formal bid process

N. Motion: Approving the Memorandum of Understanding between the City of Turlock and the Turlock National Little League for the use of Pedretti Park for youth baseball programs within the community

O. Motion: Approving the Memorandum of Understanding between the City of Turlock and Stanislaus Men's Senior Baseball League for the use of Pedretti Park for adult baseball programs with the community

P. Motion: Approving the Memorandum of Understanding between the City of Turlock and the Turlock American Little League for the use of Pedretti Park for youth baseball programs with the community

6. **FINAL READINGS:** None

7. **PUBLIC HEARINGS:**

A. Police Chief Robert Jackson presented the staff report on the request to supersede Resolution No. 2009-023 and adopt the amended schedule of maximum fees and charges for tow cars and towing services for the Turlock Police Department tow rotation list, pursuant to Turlock Municipal Code section 4-15-206.

Mayor Lazar opened the public hearing. Duane Thompson of Anderson's Tow spoke in favor of the amended schedule of fees. Mayor Lazar closed the public hearing.

**Action:** **Resolution No. 2012-030** Superseding Resolution No. 2009-023 and adopting the amended schedule of maximum fees and charges for tow cars and towing services for the Turlock Police Department tow rotation list, pursuant to Turlock Municipal Code section 4-15-206 was introduced by Councilmember White, seconded by Councilmember DeHart, and carried unanimously.

8. **SCHEDULED MATTERS:**

- A. Municipal Services Director Dan Madden presented the staff report on the request to authorize the creation and filling of one (1) new job classification of Executive Administrative Assistant within Municipal Services through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed.

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

**Action:** **Resolution No. 2012-031** Authorizing the creation and filling of one (1) new job classification of Executive Administrative Assistant within Municipal Services through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed was introduced by Councilmember White, seconded by Councilmember Jackson, and carried unanimously.

- B. City Manager Roy Wasden presented the staff report on the request to receive the 2011 League of California Cities Legislature Voting Records Summary regarding local control.

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

**Action:** No action taken.

- C. Interim Assistant to the City Manager/Housing Program Services Manager Maryn Pitt presented the staff report on the request to accept the 2011-12 Legislative Platform for the City of Turlock.

Council discussion included the document being excessively specific in scope, but useful as a staff level tool, the possibility of hiring a lobbyist and/or taking a more active role in the passage of legislation, the need for public education regarding legislation, and providing legislative updates under the Staff Updates portion of the agenda.

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

**Action:** No action taken.

9. **COUNCIL ITEMS FOR FUTURE CONSIDERATION:** None

10. COUNCIL COMMENTS:

Councilmember Jackson congratulated Turlock Gospel Mission on the opening of their new day center.

Councilmember Jackson announced the Turlock Farmers Market will open on Friday, May 4, 2012.

Councilmember DeHart announced that Meadowlark Lemon, former Harlem Globetrotter, spoke with him about the opportunity to play an exhibition game against City Council and City staff.

*Adjourn to the Successor Agency to the Turlock Redevelopment Agency*

*Reconvene Turlock City Council Meeting*

12. ADJOURNMENT:

Mayor Lazar adjourned the meeting at 7:59 p.m.

RESPECTFULLY SUBMITTED

---

Kellie E. Weaver  
City Clerk



## Council Synopsis

50  
March 13, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving a Transportation Development Act (TDA) claim for Non-Transit expenses for Fiscal Year 2011-12 in the amount of \$403,792 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates

### 2. DISCUSSION OF ISSUE:

Each year the City submits an application to Stanislaus Council of Governments (StanCOG) for State of California Transportation Development Act (TDA) Local Transportation Funding (LTF) funds which are derived from ¼ cent of the statewide 7.375% cent retail sales tax. This is one source of revenue for transit operations and provides a portion of the funding for "Non-Transit" (Streets and Roads, and Non-Motorized) activities fully funding transit activities.

The adopted LTF estimate for FY 10-11 was estimated at \$13.0 Million. Actual LTF received during that period of time was \$15.86 Million. The difference of \$2.86 Million is now made available for disbursement to the nine cities and county of "other transportation purposes" per the approved revenue sharing policy. The attached claim in the amount of \$403,792 is for supplemental apportioned LTF dollars available to the City of Turlock.

### 3. BASIS FOR RECOMMENDATION:

- A) A resolution is required with each TDA/LTF claim submittal in order to receive funds. LTF revenues for street purposes are available to claiming agencies after StanCOG completes payment on the transit claims.
- B) This funding will provide a source of some revenue for City improvements and maintenance of local streets and streetlights.

**Strategic Plan Initiative:** H. Community Programs, Facilities and Infrastructure

**Goal(s):** 1(A) Community Infrastructure  
 v) Provide safe and well maintained street for the citizens of Turlock  
 vi) Complete pedestrian/recreational and bicycle paths

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

**Fiscal Impact:**

	<u>Account Number</u>	<u>Amount</u>
<b>LTF Streets</b>	<b>216/40-421-34105</b>	
Non-Motorized – 2% LTF (Non-Transit Claim 2011/12)		\$44,193 \$359,599
Total (Non-Transit Claim FY 2011/12)		<u>\$403,792</u>

**5. CITY MANAGER’S COMMENTS:**

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. The City Council could deny approval of the Transportation Development Claim (TDA) and passage of this resolution. City staff does not recommend this alternative, however, because these funds are one of the sources of revenue for local street maintenance costs. Other City funding sources would be required to meet the City street maintenance needs.

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

IN THE MATTER OF APPROVING A } TRANSPORTATION DEVELOPMENT } ACT (TDA) CLAIM FOR NON-TRANSIT } EXPENSES FOR FISCAL YEAR 2011-12 } IN THE AMOUNT OF \$403,792 AND } ADJUSTING THE PROJECTED LOCAL } TRANSPORTATION REVENUE IN FUND 216 } TO CURRENT STANCOG ESTIMATES } <hr style="width: 100%;"/>	<b>RESOLUTION NO. 2012-</b>
--	-----------------------------

**WHEREAS**, each year the City submits an application to Stanislaus Council of Governments (StanCOG) for Transportation Development Act (TDA) funds; and

**WHEREAS**, the TDA Act is divided into two revenue sources, (1) Local Transportation Funds (LTF) and State Transit Assistance (STA) funds. These funds are a major source of revenue for transit operations and provide a portion of the funding for streets and roads; and

**WHEREAS**, this claim is for "Supplemental Funding For Non-Transit Expenses" for FY 2011-12; and

**WHEREAS**, the City of Turlock requests approval of the attached Supplemental Transportation Development Act (TDA) claim; and

**WHEREAS**, Staff also desires to adjust the 2011-12 LTF revenue estimated for non-transit purposes based on revised revenues estimates from StanCOG.

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

1. The City Manager to submit a supplemental claim for the 2011-12 fiscal year to the Stanislaus Council of Governments for Local Transportation Funds (LTF) in the amount of \$359,599 for Non-transit Expenses, and \$44,193 for Non-Motorized Expenses (total claim \$403,792) on behalf of the City of Turlock; and
2. Revise the projected LTF revenue in Fund 216 "Streets – Local Transportation Funds" as follows:

	<u>Account Number</u>	<u>Current Budget</u>	<u>Adjustment</u>	<u>Adjusted Budget</u>
LTF Streets	216-40-421.34105	\$ -0-	\$ 605,251	\$ 605,251
Non-Motorized	216-40-421.34106	\$ 35,000	\$ 9,193	\$ 44,193
Totals		<u>\$ 35,000</u>	<u>\$ 614,444</u>	<u>\$ 649,444</u>

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of March 2012 by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

**TRANSPORTATION DEVELOPMENT ACT  
LOCAL TRANSPORTATION FUND  
CLAIM FOR FISCAL YEAR 2011/12 OTHER PURPOSES**

TO: Stanislaus Council of Governments  
1111 I Street, Suite 308  
Modesto, CA 95354

FROM: Applicant: City of Turlock  
Address: 156 S. Broadway Ave, Suite 150  
City: Turlock Zip: 95380  
Contact Person: Mike Pitcock Phone: 668-5599 ext 4430  
E-mail Address: mpitcock@turlock.ca.us Fax: 668-5563

The City of Turlock hereby requests, in accordance with the Transportation Development Act and applicable rules and regulations, that its claim for other purposes be approved in the amount of \$403,792 for fiscal year 2011/12, to be drawn from the Local Transportation Fund.

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms contained in the approving resolution to the Stanislaus Council of Governments.

The claimant certifies that this Local Transportation Fund claim and the financial information contained therein is reasonable and accurate to the best of my knowledge and conforms with the requirements of the Transportation Development Act and applicable rules and regulations.

Submitted by: Roy W. Wasden  
Roy Wasden  
Title: City Manager  
Date: 2/15/12

**StanCOG Board of Directors:**

Date of approval: \_\_\_\_\_

Resolution #: \_\_\_\_\_

\_\_\_\_\_  
StanCOG Approving Authority

**LOCAL TRANSPORTATION FUND  
CLAIM FOR OTHER PURPOSES  
FY 2011/12**

TABLE 1

1.	Planning, Local --PUC 99262/99402	\$	-
2.	Transit *	\$	-
3.	Streets and Roads --PUC 99400 (a)	\$	359,599
4.	Nonmotorized - 2% LTF funds --PUC 99233.2/99234	\$	44,193
5.	Nonmotorized - Other LTF funds --PUC 99233.2/99234	\$	-
6.	<b>TOTAL CLAIM</b>	<b>\$</b>	<b>403,792</b>

<i>This table is to be filled out by StanCOG staff</i>	
<b>City of Turlock</b>	
<b>Total LTF available to be claimed for other purposes:</b>	
FY 2011/12 Nonmotorized apportionment	\$ 36,788
FY 2010/11 Nonmotorized supplemental	\$ 7,405
Total 2% Nonmotorized	\$ 44,193
FY 2010/11 Other Purposes supplemental	\$ 359,599
	\$ 359,599
<b>Total available to be claimed at this time</b>	<b>\$ 403,792</b>

\* If you have proposed transit expenditures, please fill in the appropriate PUC Code.

**NONMOTORIZED PROJECTS  
FY 2011/12**

(Use additional forms if necessary)

**TABLE 2  
BREAKDOWN BY PROJECT**

BRIEFLY DESCRIBE PROJECTS AND EXPENDITURES INCLUDED IN THE 3 YEAR PERIOD BELOW										
ID	PROJECT TITLE	MODE			FOR BIKE PROJECTS ONLY		2009/10 ACTUAL EXPENDITURES	2010/11 ACTUAL EXPENDITURES	2011/12 CLAIM	ACTUAL / ESTIMATED EXPENDITURES FOR 3 YEAR PERIOD
		B I K E	P E D	P L A N	PROJECT IN StanCOG's BIKE PLAN *	PROJECT IN CITY/CO BIKE PLAN *				
1	Bicycle Routes	x			Yes	Yes	\$0.00	\$178.58	\$76,933.00	\$77,111.58
2	Sidewalk Extentions/ADA Ramps		x				\$0.00	\$0.00	\$10,000.00	\$10,000.00
3	Bicycle Class 1 Path - Canal Drive	x			Yes	Yes	\$0.00	\$79,000.00	\$0.00	\$79,000.00
4	Broadway Fairgrounds Sidewalk		x				\$7,865.35	\$0.00	\$0.00	\$7,865.35
							\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL FUNDS APPROPRIATED TO PROJECTS</b>							<b>\$7,865.35</b>	<b>\$79,178.58</b>	<b>\$86,933.00</b>	<b>\$173,976.93</b>

**TABLE 3  
BREAKDOWN BY CATEGORY**

RECORD LTF FUNDS ONLY							
	% of Total Expenditures	2007/08 Actual	2008/09 Actual	2009/10 Actual	2010/11 Actual	2011/12 Claim	5 Year Total
Bicycle facilities	74.21%	\$80,430.71	\$0.00	\$0.00	\$79,178.58	\$76,933.00	\$236,542.29
Pedestrian facilities	25.79%	\$15,750.00	\$48,589.00	\$7,865.35	\$0.00	\$10,000.00	\$82,204.35
Preparation of Bicycle Plan	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL AMOUNT OF BIKE/PED EXPENDITURES</b>		<b>\$96,180.71</b>	<b>\$48,589.00</b>	<b>\$7,865.35</b>	<b>\$79,178.58</b>	<b>\$86,933.00</b>	<b>\$318,746.64</b>

<b>DOES THIS CLAIM MEET THE MINIMUM 50% BICYCLE EXPENDITURE STANCOG PERFORMANCE STANDARD?</b>	<b>YES</b>
StanCOG 50% bicycle expenditure requirement: The 5 year bicycle expenditures must be 50% or greater.	

**TABLE 4  
FUNDS HELD IN RESERVE AT JURISDICTION**

RECORD LTF FUNDS ONLY				
	2007/08	2008/09	2009/10	2010/11
Fiscal year beginning fund balance	\$120,285.98	\$61,424.12	\$55,669.47	\$50,997.04
Plus fiscal year 2% nonmotorized claim	\$33,292.00	\$42,296.00	\$2,915.00	\$70,636.00
Plus interest	\$4,026.85	\$538.64	\$277.92	\$285.69
Minus nonmotorized expenditures	(\$96,180.71)	(\$48,589.29)	(\$7,865.35)	(\$79,178.58)
<b>Fiscal year ending fund balance</b>	<b>\$61,424.12</b>	<b>\$55,669.47</b>	<b>\$50,997.04</b>	<b>\$42,740.15</b>

1. Prior year(s) LTF carryover held by jurisdiction applied towards FY 2011/12 Nonmotorized claim (TABLE 4)	\$42,454
2. Interest earned on previously paid LTF funds held by jurisdiction (required by State law) (TABLE 4)	\$286
3. New FY 2010/11 Nonmotorized 2% funds applied towards FY 2011/12 projects (must match Page 2, Line 3)	\$44,193
4. New FY 2011/12 other LTF funds applied towards Nonmotorized claim (must match Page 2, Line 4)	\$0
5. New FY 2011/12 Nonmotorized 2% funds to be held at StanCOG	\$0
6. Total of lines #1 through #5 above	\$86,933

**SEE PAGE 3b FOR NONMOTORIZED REGULATIONS/POLICIES AND NOTES**

**NONMOTORIZED PROJECTS**  
FY 2011/12  
(Continued)

NONMOTORIZED REGULATION/POLICY REMINDERS:

- A. State law allows a jurisdiction to use LTF to update a Bicycle Action Plan once every five years (PUC 99234(h)).
- B. State law allows a jurisdiction to use up to 20% of the amount available each year to restripe Class II bicycle lanes (PUC 99234(h)).
- C. State law allows a jurisdiction to use up to 5% of the amount available each year to supplement moneys from other sources to fund bicycle safety education programs, but the funds shall not be used to fully fund the salary of any one person (PUC 99233.3).
- D. All funds must be spent within five years of receipt. Over the five-year period shown in Table 3, at least 50% of funds must be spent for bicycle purposes. StanCOG will not allocate funds to any jurisdiction which is in violation of these policies.

NOTES:

- \* If the project is in StanCOG's Bicycle Action Plan, please indicate its Priority Group from that Plan (example: Yes - Priority #4).  
By StanCOG policy, all bike projects must appear in either StanCOG's Bicycle Action Plan, or in a City or County bicycle plan, to be eligible for LTF funding.
- \*\* Beginning with FY 2003/04, nonmotorized funds will only be allocated by StanCOG for specific projects. If no project is identified, funds will be held in reserve at StanCOG for eventual use by that jurisdiction.

**ANNUAL PROJECT AND FINANCIAL PLAN  
PROJECTS FOR OTHER PURPOSES  
FY 2011/12**

(Use additional forms as necessary)

**TABLE 5**

Briefly describe all proposed projects and indicate proposed project expenditures					
Project Title & Brief Description	Will this Project add new travel lanes? Yes or No	Will this Project use Federal Funds? Yes or No	Is this Project consistent with the RTP Yes or No	Total Project Cost	LTF Funds Utilized
Federal Projects and Street Projects	No	Yes	Yes	\$ 2,128,595	
Street Maintenance & Contract Services	No	No	Yes	\$ 1,327,908	
Street Utilities, Lighting, etc.	No	No	Yes	\$ 350,000	\$ 300,000
Traffic Signal Maintenance & Contract Services	No	No	Yes	\$ 300,000	\$ 59,599
Slurry Seals & Local Street Rehab	No	No	Yes	\$ 988,695	
LED Light Replacement annual loan payment	No	No	Yes	\$ 33,779	
<b>TOTAL</b>				<b>5,128,977.00</b>	<b>359,599.00</b>

1. LTF carryover applied towards FY 2011/12 Other Purposes	-
2. Interest earned on LTF carryover (required by State law)	-
3. FY 2011/12 apportionment applied towards FY 2011/12 Other Purposes	359,599.00
4. Total of Lines 1, 2 and 3 above	359,599.00



## Council Synopsis

5D

March 13, 2012

---

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

Prepared by: Nathan Bray, PE  
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving an Underground Electric Service Installation Agreement with Turlock Irrigation District (TID) of Turlock, California, in the amount of \$66,362 (Fund 420) to provide electrical service in connection with City Project 10-24, "Well No. 40 Sitework"

### 2. DISCUSSION OF ISSUE:

On February 28, 2012, the City Council awarded an agreement to Peterson Excavation of Tuolumne, California for the construction of City Project No. 10-24, "Well No. 40 Sitework." This project requires the City to place the overhead utilities underground that are located on the frontage of the property. Staff requests that Council authorize the City Manager to sign an Underground Electric Service Installation Agreement.

### 3. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsive bidder.
- B. This project is required to complete the development conditions for the permit MAA 2009-01 and is the second of two phases for the development.

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

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

- ii) Water

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

**Fiscal Impact**

Funds are budgeted in line item number 420-52-551.51270, "Well No. 40" for the TID fee in the amount of \$66,362.00 for the electric service underground fee. The fee for TID stated here is the same fee that was identified with the award of bid budget.

No General Fund money will be used for this project.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

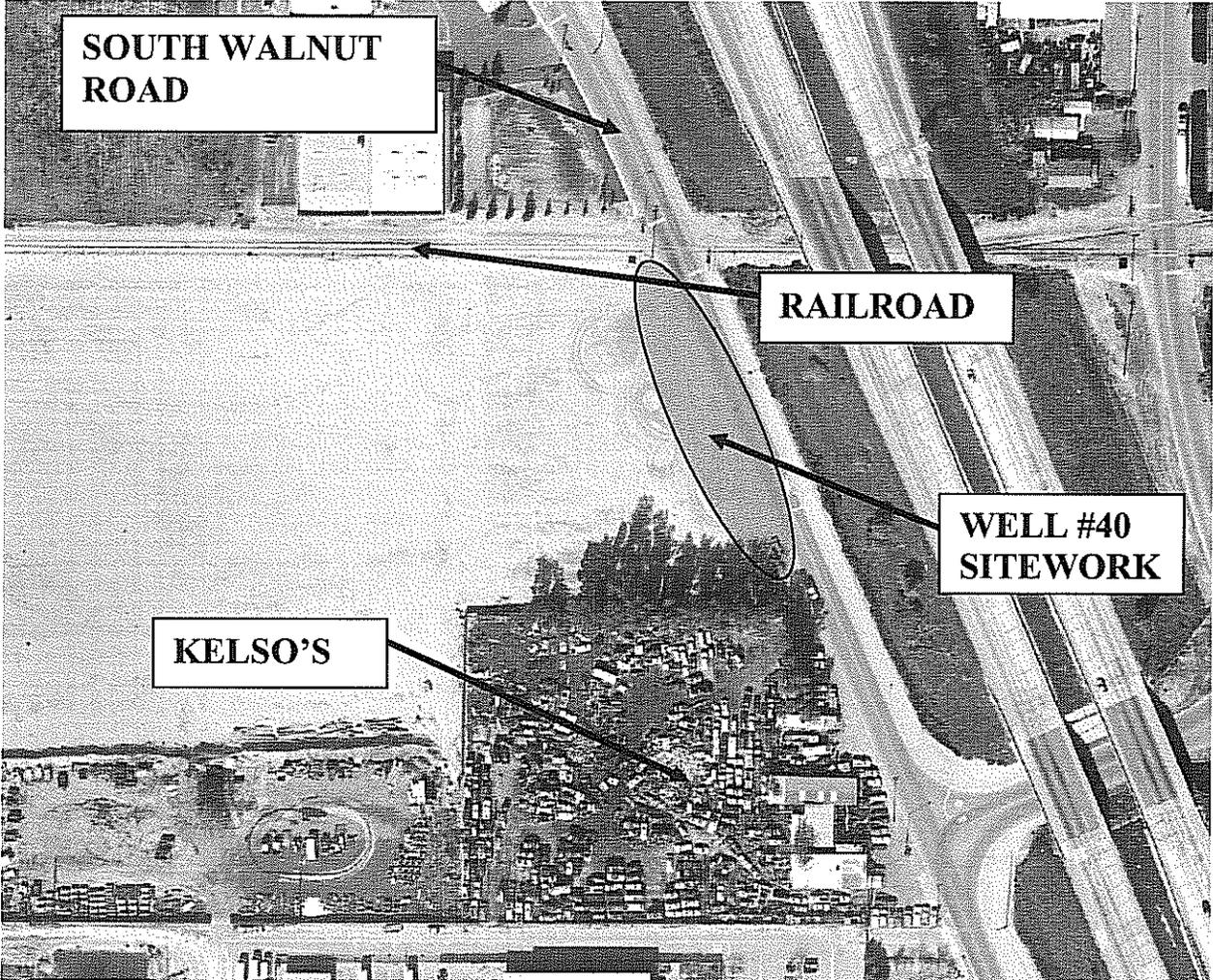
**Mitigated Negative Declaration:** The environmental impacts associated with Minor Administrative Approval 2009-01 (Well No. 40) have been reviewed by the City pursuant to the Turlock Municipal Code and the California Environmental Quality Act (CEQA). Based upon analysis, information, and mitigation measures contained in the Initial Study 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 and the West Side Industrial Specific 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 March 27, 2009, 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, WISP EIR, Initial Study, and mitigation monitoring program have been added to the project.

**7. ALTERNATIVES:**

- A. Not authorize the City Manager to sign the Underground Electric Service Installation Agreement with the Turlock Irrigation District. Staff does not recommend this action as the agreement must be signed in order to comply with the conditions for the project.

CITY PROJECT NO. 10-24  
Well No. 40 SITEWORK



TUROCK IRRIGATION DISTRICT

UNDERGROUND ELECTRIC SERVICE  
INSTALLATION AGREEMENT

This agreement is entered into on MARCH 13,, 2012, in Turlock, Stanislaus County, California between the TURLOCK IRRIGATION DISTRICT, a public entity ("District"), and CITY OF TURLOCK. ("Applicant")

WHEREAS, Applicant desires that the District electric system be connected to the project described in Section 2 below; and

WHEREAS, District agrees to construct and install underground electric service in accordance with the terms and conditions of this Agreement;

1. Applicant agrees to pay the District an estimated line extension charge of SIXTYSIX THOUSAND THREE HUNDRED SIXTYTWO AND 00/100 Dollars (\$ 66,362.00)
  - a. If full payment of the line extension charge is made within thirty (30) days of the date of this Agreement, the amount of the above line extension charge shall not be subject to adjustment (except under Section 1e below) for two (2) years from the date of this Agreement.
  - b. If Applicant fails to start any on-site construction work for the project described in Section 2 within six (6) months of the date of this Agreement, then the line extension charge (if paid to the District) shall be refunded to the Applicant less an engineering charge of \$ 100.00 to be retained by the District.
  - c. If, because of Applicant delay, the District has not completed the District's work under this Agreement within two (2) years of the date of this Agreement, then the District may increase the above installation charge at the end of the two (2) year period to reflect the District's then current charges.
  - d. The Applicant shall not be entitled to any interest on funds deposited with the District pursuant to this Agreement.
  - e. Applicant agrees and understands that the amount of the above line extension charge is based upon the District's design and engineering of Applicant's project according to project plans submitted by Applicant as of the date of this agreement. The District reserves the right to charge the Applicant for any additional costs (including, but not limited to, additional engineering, construction or other costs) incurred if Applicant requests,

OK for Agenda  


requires or causes, or any public agency having jurisdiction requires or causes, the District to change, alter or redesign the original planned design of District's distribution system for the project. Applicant shall pay such additional costs within fifteen (15) calendar days of receipt of District's invoice.

2. PROJECT DESCRIPTION

Project Name TURLOCK FEEDER CONVERSION #188670

Number of Units Served/Description CONVERT OH FEEDER

CIRCUITS TO UNDERGROUND CIRCUITS

City TURLOCK County STANISLAUS, California

Location: \_\_\_\_\_ 1/4 Section \_\_\_\_\_ T. \_\_\_\_\_ S., R. \_\_\_\_\_ E.

3. APPLICANT AND DISTRICT RESPONSIBILITIES

- 3.01 The respective responsibilities of the Applicant and the District with regard to constructing and installing the underground power lines, electric service facilities, and electrical equipment are set forth in the District's "Developer Information Book for Installing Underground Electric Facilities" ("Information Book"). The Information Book is incorporated into this Agreement by reference.
- 3.02 Applicant shall perform its portion of the work in full compliance with the District's rules, regulations, and Construction Standards (which include, but are not limited to, those set forth in the Information Book) and with the laws, ordinances, rules, regulations and standards of those public agencies having jurisdiction over the work or any portion thereof, including, but not limited to, all applicable laws relating to safety of persons and property.
- 3.03 Applicant shall indemnify the District, its Board of Directors, officers, agents and employees, against all claims, losses, damage, expense and liability resulting from injury to or death of person (including, but not limited to, employees of District or Applicant) or injury to property (including, but not limited to, property of District or Applicant) arising out of or in any way connected with the performance of this Agreement, excepting only such claim, loss, damage, expense or liability as may be caused by the sole negligence of willful misconduct of District.

DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

APPLICANT

By CITY OF TURLOCK  
ROY W. WASDEN, CITY MANAGER

Date \_\_\_\_\_

NOTE: If this agreement is signed by a corporate officer, a general partner, an attorney-in-fact, or an agent of the Customer, the signatory for the Customer shall provide an authenticated copy of the corporate resolution, the power of attorney, or other evidence of his or her authority to sign the agreement on behalf of the Customer.



## Council Synopsis

5E

March 13, 2012

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

Prepared by: Nathan Bray, PE  
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of \$24,578 (Fund 420) with Masellis Drilling, Inc. of Modesto, California, for City Project 11-45, "Pilot Hole for Well No. 41"

### 2. DISCUSSION OF ISSUE:

On February 22, 2012, Staff received two bids for City Project No. 11-45, "Pilot Hole for Well No. 41." Masellis Drilling, Inc. of Modesto, California was the lowest responsible bidder with a bid of \$24,578.00.

Bid Summary:

Masellis Drilling, Inc.	\$24,578.00
Quality Well Drillers	\$38,200.00

This project will drill a pilot hole for a proposed municipal water well along Fulkerth Road, just east of Washington Road. The contractor will drill a 500 foot hole and provide the City water samples for determination of the quality of water at the proposed well site. If the water is found to be within an acceptable quality level, the City will design a well and bring forward for Council approval.

### 3. BASIS FOR RECOMMENDATION:

- A. Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsive bidder.
- B. This project is in the approved Westside Industrial Specific Plan and is needed for critical infrastructure to support growth in the Turlock Regional Industrial Park.

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

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

ii) Water

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

**Fiscal Impact**

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Consultant
\$46,515.80	\$24,578.00	\$2,457.80	\$5,000.00	\$14,480.00

This project is funded from line item number 420-52-511.51131 "New Well No. 41". A separate council item will be brought forth at the next council meeting for the approval of the professional services agreement with Kenneth D. Schmidt and Associates (Consultant). The Consultant will review drill cuttings, make field measurements, collect water samples, send out the samples for chemical analysis, review e-log, prepare a geological log and make recommendations as to the quality and quantity of water that could be achieved should the city decide to build a potable water well. The cost is captured in the table above to insure Council has a clear picture of the full fiscal impact for this phase of the project.

No General Fund money will be used for this project.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

This project is part of a larger project that is currently going through the minor discretionary permit (MDP) process. The MDP process requires an initial study to be performed which address the environmental impacts that the project will have and conditions any mitigation measures needed per the CEQA process.

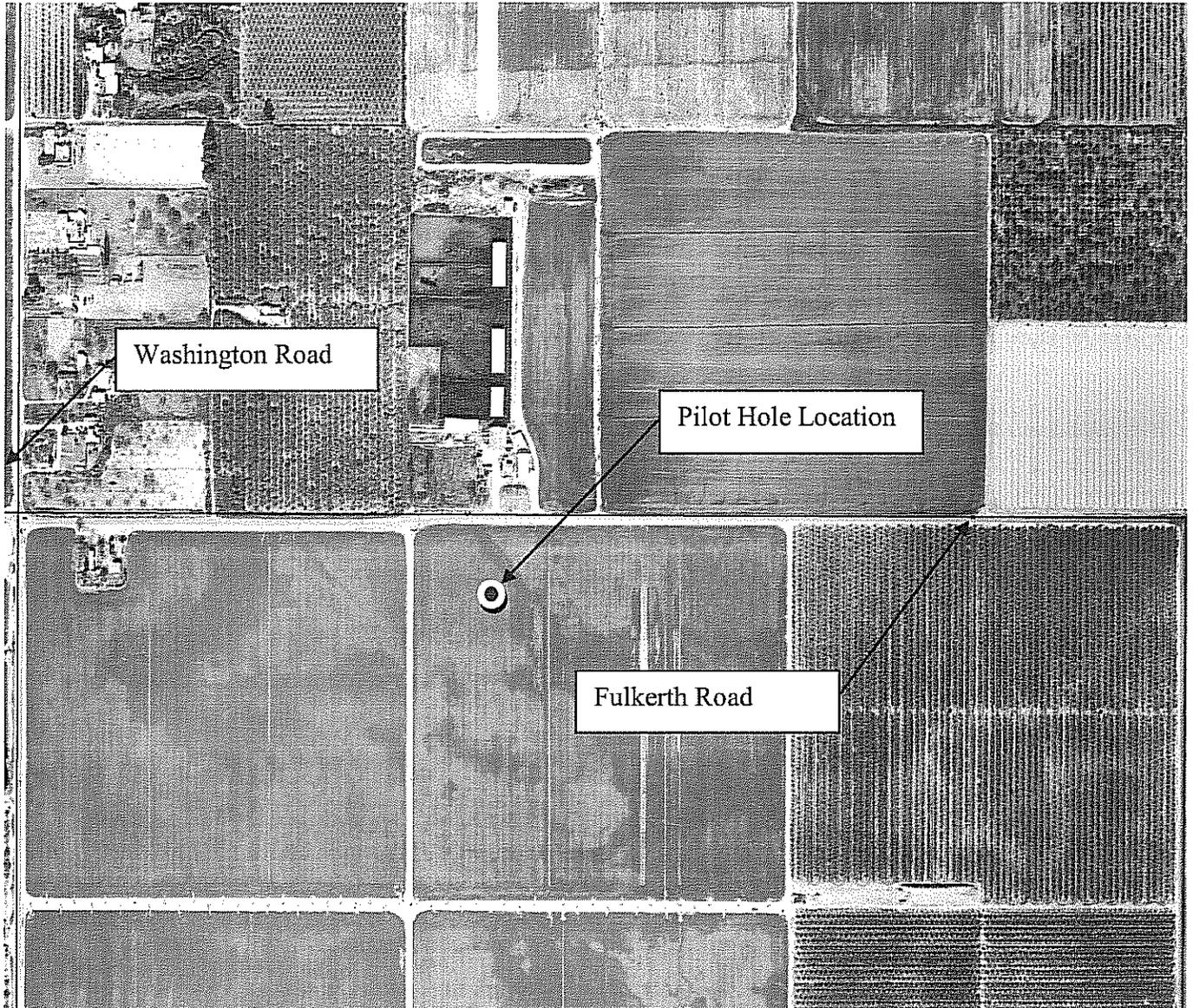
Construction of the pilot hole will not be allowed to start until the initial study has been completed and all mitigation measures have been conditioned. Most of the measures will be addressed with the future project (water reservoir and pump station). Since this project will be the first construction-type project at the site, the mitigation measure of evaluating any biological activity will fall on pilot hole project. If there are any endangered species found a certified biologist will be brought onsite to analyze and prepare a certified report. Staff will bring forward any additional cost if this occurs prior to moving forward.

**7. ALTERNATIVES:**

- A. Reject all bids submitted for this project and wait for the initial study to be completed. Staff does not recommend this alternative because this will delay the project which is needed for infrastructure and businesses in the Turlock Regional Industrial Park (Blue Diamond).
  
- B. Reject the lowest bidder and award the contract to the second bidder. This is not recommended as the lowest contractor is responsive, responsible and well qualified. Funding is available for this project and this project is needed for infrastructure and businesses in the Turlock Regional Industrial Park.

**Project Location**  
11-45, "Pilot Hole for Well No. 41"

Approximately 1500' East of Washington Road  
Approximately 110' South of Fulkerth Road into the open parcel



# AGREEMENT

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## FOR PUBLIC IMPROVEMENT

PROJECT NO. 11-45  
Pilot Hole for Well No. 41

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

Masellis Drilling, Inc.  
119 Albers Road  
Modesto, CA 95357

hereinafter called "Contractor" on this 13th day of March, 2012 (hereinafter called the "Agreement").

### RECITALS

- A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.
- B On March 13, 2012, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.
- C City and Contractor desire to enter into this Agreement for the construction of said improvements.

### IT IS AGREED AS FOLLOWS:

1. **Scope of Work:**

Contractor shall perform the work described briefly as follows:

The work consists, in general, of:

Drill an 8" hole to 500 feet in depth by mud rotary, perform an electric log from Welenco Water Well Technologies, sample 10 selected zones by airlifting for 2 hours and then pump for 2 hours until the water clears and the field measurements are stabilized,

destroy the testhole per the Stanislaus County Standards and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.

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

**2. The Contract:**

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

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

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

**3. Schedule:**

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

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

Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for CITY PROJECT NO. 11-45, "Pilot Hole for Well #41."

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

**5. Contract Price:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to

be done, an amount not to exceed **Twenty Four Thousand Five Hundred Seventy Eight and NO/100ths Dollars (\$24,578.00)**. Said amount shall be paid in installments as hereinafter provided.

**6. Time for Performance:**

The time fixed for the commencement of such work is within ten (10) working days after the "Notice to Proceed" has been issued. The work on this project, including all punch list items, shall be completed on or before the expiration of **Twenty (20)** working days beginning on the first day of work or no later than the tenth day after the "Notice to Proceed" has been issued.

**7. Rights of City to Increase Working Days:**

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

**8. Option of City to Terminate Agreement in Event of Failure to Complete Work:**

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

**9. Liquidated Damages:**

In the event the Contractor, for any reason, shall have failed to perform the work herein specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Hundred Fifty and no/100ths Dollars (\$250.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be

considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

**10. Performance by Sureties:**

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

**11. Disputes Pertaining to Payment for Work:**

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

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

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

**13. Superintendence by Contractor:**

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

**14. Inspection by City:**

Contractor shall at all times maintain proper facilities and provide safe access for

inspection by City to all parts of the work and to the shops wherein the work is in preparation.

**15. Extra and/or Additional Work and Changes:**

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

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

**16. Change of Contract Price:**

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

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

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

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

The above markups shall constitute full compensation for all delay costs, overhead costs and profit which shall be deemed to include all items of expense not specifically designated as

cost or equipment rental in Sections 9 1.03A(1), "Labor," 9 1.03A(2), "Materials," and 9 1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefor.

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

**17. Change of Contract Time:**

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

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

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

**18. Inspection and Testing of Materials:**

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

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

factory and mill test reports upon request.

**19. Permits and Care of the Work:**

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

**20. Other Contracts:**

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

**21. Payments to Contractor:**

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

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

**22. Contract Security:**

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

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

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

negligence, or willful misconduct of City.

**24. Contractor's Insurance:**

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

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

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with 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) Surety bonds as described below.

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

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

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

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

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

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

(d) Other Insurance Provisions: The commercial general and automobile liability 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 Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under any of the required insurance coverages, the insurer, broker/producer, or Contractor shall provide City with sixty (60) days' prior written notice of such action.

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

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII or with an insurer to which the City has provided prior approval.

(f) Verification of Coverage: Contractor shall furnish City with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: With the exception of professional liability, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from

Contractor by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of City for all work performed by Contractor, its agents, employees, independent contractors and subcontractors. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

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

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

**25. Proof of Carriage of Insurance:**

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that each carrier shall give City at least thirty (30) days prior notice of the cancellation of any policy during the effective period of this contract.

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

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

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

**27. Emergency - Additional Time for Performance - Procurement of Materials:**

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

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

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

substitution, or provide for changes in the work in accordance with other provisions of this agreement.

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

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

(c) City Council, by resolution, may suspend this agreement until the cause of inability to perform is removed but for a period of not to exceed sixty (60) days.

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

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

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

**28. Provisions Cumulative:**

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

**29. Notices:**

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

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

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

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

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

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

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

**30. Interpretation:**

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

**31. Antitrust Claims:**

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

**IN WITNESS WHEREOF**, three identical counterparts of this agreement, consisting of a total of 13 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

**CONTRACTOR**

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**CITY OF TURLOCK, a municipal corporation**

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

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

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

ATTEST:

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



## Council Synopsis

5F  
March 13, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving an Underground Electric Service Installation Agreement with Turlock Irrigation District (TID) of Turlock, California, in the amount of \$8,047 (Fund 230) to provide electrical service for City Project No. 12-20, "Sewer Lift Station – Tuolumne/Countryside"

### 2. DISCUSSION OF ISSUE:

From time to time, Developers are required to install capital improvements associated with plan areas that are necessary to provide service to their developments. On October 12, 2010, the City Council approved a reimbursement agreement between Turlock DB, LLC, and the City of Turlock in the amount of \$253,936 for the construction of a sewer lift station associated with the Northwest Triangle Specific Plan and its associated Fee Nexus Study.

One of the Developer's responsibilities is coordinating the installation of the electrical service. However, approving an agreement for the installation of a new service, as well as the costs associated with providing this new service, is a responsibility of the City.

The payment of fees for the electrical service was purposely exempted from the reimbursement agreement for two primary reasons:

- (1) The exact fees were unknown at bid time, and
- (2) Even if the exact fees were known, by incorporating them into the bid, the contractor would simply pass them on to the City, but with a markup.

Therefore, the City saves money by requiring the Developer to coordinate the service with TID, but forward all necessary paperwork to the City for execution of the agreement and direct payment of all fees.

### 3. BASIS FOR RECOMMENDATION:

- A) Installation of electrical service is required for the sewer lift station to be fully functional.

- B) Executing an agreement directly with TID, to include direct payment of all related fees, saves the City money on the project by eliminating Contractor markups.
- C) This Development is required to complete the development conditions for the permit MDP 2011-16 which include installation of the sewer lift station.

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

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

iii) Wastewater

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

**Fiscal Impact:** This places no burden on the current adopted budget. The cost for this project, inclusive of utility fees such as this fee for \$8,047, has been encumbered and funds are available in line number 230-40-456-502.51280.

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. Reject this agreement and thereby limit electric service to the sewer lift station. Staff does not recommend this alternative because electric service is a critical part of the proper operation of the facility.

City Project No. 12-20  
Sewer Lift Station – Tuolumne/Countryside  
(not to scale)



TURLOCK IRRIGATION DISTRICT

UNDERGROUND ELECTRIC SERVICE  
INSTALLATION AGREEMENT

This agreement is entered into on March 13, 2012, in Turlock, Stanislaus County, California between the TURLOCK IRRIGATION DISTRICT, a public entity ("District"), and CITY OF TURLOCK ("Applicant")

WHEREAS, Applicant desires that the District electric system be connected to the project described in Section 2 below; and

WHEREAS, District agrees to construct and install underground electric service in accordance with the terms and conditions of this Agreement;

1. Applicant agrees to pay the District an estimated line extension charge of EIGHT THOUSAND FORTY SEVEN <sup>00</sup>/<sub>100</sub> Dollars  
(\$ 8,047.<sup>00</sup>).

- a. If full payment of the line extension charge is made within thirty (30) days of the date of this Agreement, the amount of the above line extension charge shall not be subject to adjustment (except under Section 1e below) for two (2) years from the date of this Agreement.
- b. If Applicant fails to start any on-site construction work for the project described in Section 2 within six (6) months of the date of this Agreement, then the line extension charge (if paid to the District) shall be refunded to the Applicant less an engineering charge of \$ 100. to be retained by the District.
- c. If, because of Applicant's delay, the District has not completed the District's work under this Agreement within two (2) years of the date of this Agreement, then the District may increase the above installation charge at the end of the two (2) year period to reflect the District's then current charges.
- d. The Applicant shall not be entitled to any interest on funds deposited with the District pursuant to this Agreement.
- e. Applicant agrees and understands that the amount of the above line extension charge is based upon the District's design and engineering of Applicant's project according to project plans submitted by Applicant as of the date of this Agreement. The District reserves the right to charge the Applicant for any additional costs (including, but not limited to, additional engineering, construction or other costs) incurred if Applicant requests, requires or causes, or any public agency having

OK for Agenda  
*[Signature]*

jurisdiction requires or causes, the District to change, alter or redesign the original planned design of District's distribution system for the project. Applicant shall pay such additional costs within fifteen (15) calendar days of receipt of District's invoice.

2. PROJECT DESCRIPTION

Project Name CITY OF TURLOCK SEWER LIFT PUMP

Number of Units Served/Description 1- 200 MM PAD MOUNT  
211/480 VOLT, 3 PHASE.

City TURLOCK County STANISLAUS, California

Location: \_\_\_\_\_ 1/4 Section 1 T. 5 S., R. 10 E.

3. APPLICANT AND DISTRICT RESPONSIBILITIES

- 3.01 The respective responsibilities of the Applicant and the District with regard to constructing and installing the underground power lines, electric service facilities, and electrical equipment are set forth in the District's "Developer Information Book for Installing Underground Electric Facilities" ("Information Book"). The Information Book is incorporated into this Agreement by reference.
- 3.02 Applicant shall perform its portion of the work in full compliance with the District's rules, regulations, and Construction Standards (which include, but are not limited to, those set forth in the Information Book) and with the laws, ordinances, rules, regulations, and standards of those public agencies having jurisdiction over the work or any portion thereof, including, but not limited to, all applicable laws relating to safety of persons and property.
- 3.03 Applicant shall indemnify the District, its Board of Directors, officers, agents and employees, against all claims, losses, damage, expense and liability resulting from any injury to or death of person (including, but not limited to, employees of District or Applicant) or injury to property (including, but not limited to, property of District or Applicant) arising out of or in any way connected with the performance of this Agreement, except to the extent that such claim, loss, damage, expense or liability is the result of any negligent act or omission of the District.

DISTRICT

By Edward A. Jeffers  
Date 2/15/2012

APPLICANT

CITY OF TURLOCK

By \_\_\_\_\_  
ROY W. WASDEN, CITY MANAGER  
Date \_\_\_\_\_

NOTE: If this agreement is signed by a corporate officer, a general partner, an attorney-in-fact, or an agent of the Customer, the signatory for the Customer shall provide an authenticated copy of the corporate resolution, the power of attorney, or other evidence of his or her authority to sign the agreement on behalf of the Customer.



## Council Synopsis

59  
March 13, 2012

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

Prepared by: Stephen Fremming, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Reaffirming the emergency declaration of the City Manager that there is a need to pursue the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility without compliance to the formal competitive bidding procedure

### 2. DISCUSSION OF ISSUE:

On January 31, 2012, the City Manager declared an emergency for the replacement of hot water circulation piping at the Turlock Regional Water Quality Control Facility. Resolution 2010-028 allows the City Manager to declare an emergency and order repair or replacement of public facilities and bypass the competitive bid process pursuant to section 22050(a)(1) and 22050(b)(1) of the public contract code when unexpected occurrences require immediate action to mitigate the loss of essential public services.

Council reaffirmed the emergency declaration in the February 28<sup>th</sup>, 2012 council meeting. Staff brings forth another motion to continue with the emergency declaration.

City Project No. 12-24, "TRWQCF Emergency Hot Water Circulation Piping", is currently in the design phase. Staff will bring forth a motion to award a contract in a future council meeting after the project's design is complete and proposals have been received by select contractors.

### 3. BASIS FOR RECOMMENDATION:

- A) Per Council Resolution 2010-028, the City Manager has been delegated authority to declare an emergency and order repair or replacement of public facilities. The Council is to review the City Manager's emergency action and vote at every regularly scheduled meeting thereafter that there is a need to continue with the action until the action is terminated.
- B) The sewer treatment process depends on a constant supply of hot water to maintain temperatures conducive to the digestion process. The emergency action allows a construction contract to be awarded without formally

advertising for bids, thereby decreasing the risk that digesters become non-operational.

**Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE**

**Goal(s):** b Address growth related issues (current and future)  
iii. Wastewater

Timely replacement of the hot water circulation piping will restore the ability of the Turlock Regional Water Quality Control Facility to maintain consistent temperatures within the digesters should a boiler experience a problem and be taken offline.

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

Funds will be made available via a transfer from Sewer reserves at the time of the Award of Bid to account number 410-51-534.44030\_047 "Emergency Hot Water Loop Replacement".

No General Fund money will be used for this project.

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

Recommend approval.

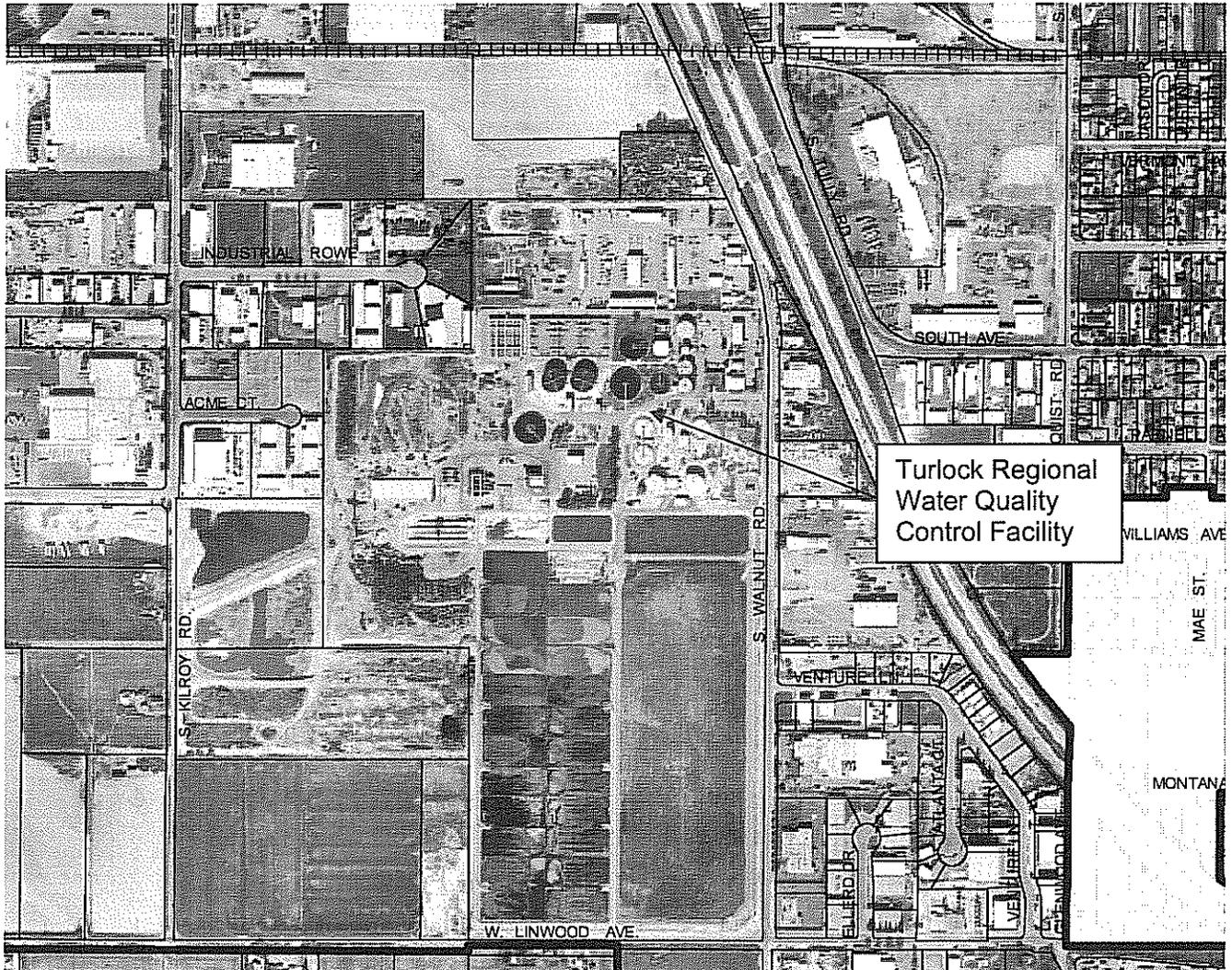
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Not reaffirm the City Manager's determination of the emergency. This action is not recommended by Staff, as an emergency determination will decrease the amount of time needed to award a contract to replace the failed hot water circulation piping.

City Project No. 12-24  
TRWQCF Emergency Hot Water Circulation Piping





## Council Synopsis

5H

March 13, 2012

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

Prepared by: Wayne York, Engineering Technician II

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing the City Manager to relinquish \$17,000 of the \$600,000 construction donation to the Carnegie Arts Center Foundation

Resolution: Appropriating \$17,000 to 305-40-442.47251 "Carnegie Foundation – Release of Holding Funds" from Fund 305 "Capital Facilities Fees – General Administration" reserve balance

### 2. DISCUSSION OF ISSUE:

In 2009 the Carnegie Arts Center Foundation (Foundation) provided the City a donation in the amount of \$600,000 for use in rebuilding the Carnegie Facility. This donation was made with the stipulation that the funds would be returned to the Foundation in the event that the facility could be reconstructed solely with the use of other revenue sources.

As the project progressed and it became apparent that the entire donation amount would not be needed, so the City released funds incrementally throughout the project.

Description	Amount
Original Donation	\$600,000
1 <sup>st</sup> Release – August 23, 2011	\$200,000
2 <sup>nd</sup> Release – October 11, 2011	\$354,211
3 <sup>rd</sup> Release – March 13, 2012	\$17,000
Final Amount Retained	\$28,789

With final accounting for the project completed it appears that the project will be completely funded by other revenue sources. However, the Foundation requested certain changes during the project for which the City is seeking reimbursement. This amount totals \$28,789 and is reflected in the amount withheld from the original donation. Staff therefore recommends the release of the remaining \$17,000 to the Foundation.

**3. BASIS FOR RECOMMENDATION:**

- A) The City Manager and City staff met with Foundation staff and agreed upon the final cost accounting as reflected in this synopsis.

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

- Goal(s):**
- a. Community Infrastructure
    - iii. Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees
  
  - c. Cultural Arts and Tourism
    - i. Partner with community stakeholders to promote Turlock as a tourist destination for the arts, sports, facilities, and special events.

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

Through these resolutions funds have been made available in line item number 305-040-442.47251 for the release of \$17,000.

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

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

Recommend approval.

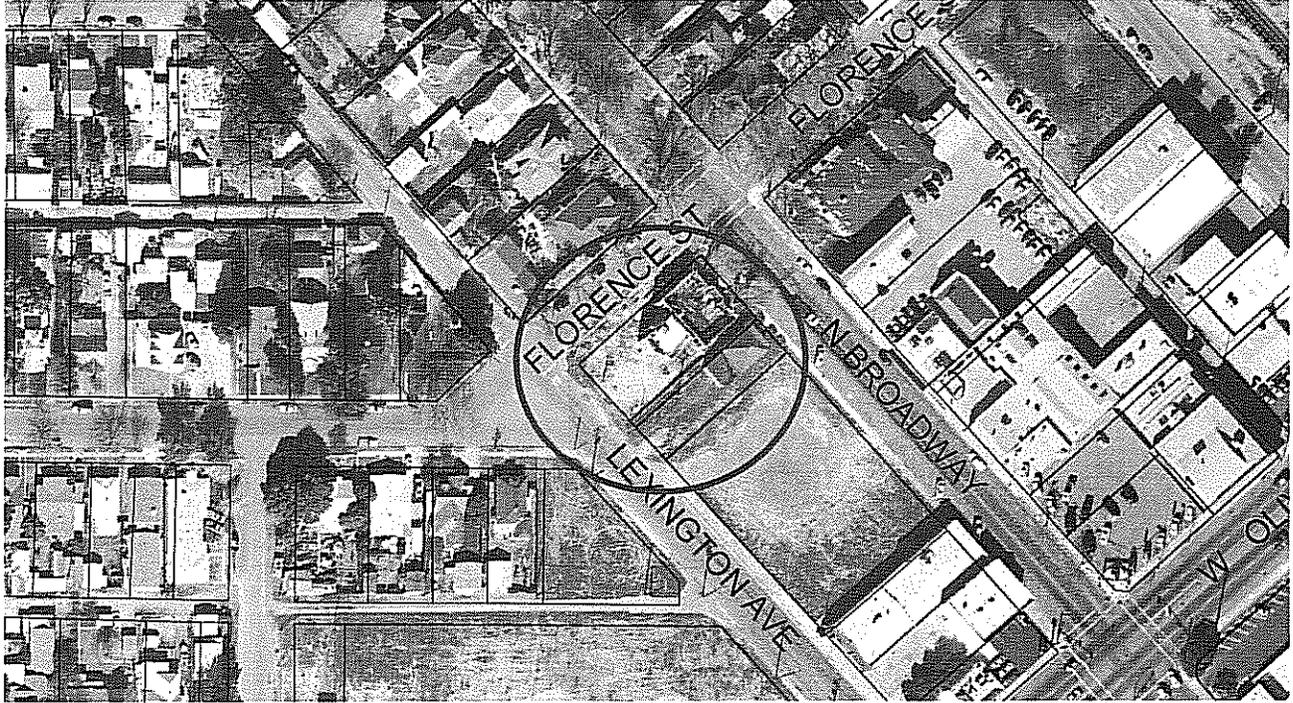
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A) Reject the release of the donation as listed. This option is not recommended by Staff as it would not accurately reflect the City's burden with these costs and would undermine the tentative agreement made verbally with Foundation staff.
- B) Authorize the release of a different amount of the donation. This option is not recommended by Staff as it would undermine the tentative agreement made verbally with the Foundation staff and could possibly not reflect the true financial burden by either the City or the Foundation.

City Project No. 0704  
"Carnegie Facility Reconstruction"



BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE } RESOLUTION NO. 2012-  
CITY MANAGER TO RELINQUISH }  
\$17,000 OF THE \$600,000 CONSTRUCTION }  
DONATION TO THE CARNEGIE ARTS }  
CENTER FOUNDATION }  
\_\_\_\_\_ }

**WHEREAS**, the city entered into an lease agreement with the Carnegie Arts Center Foundation on October 13<sup>th</sup>, 2009; and

**WHEREAS**, the agreement provided for a cash donation from the Carnegie Arts Center Foundation in the amount of \$600,000 to the City of Turlock for design and construction costs associated with the remodel and expansion of the historic Carnegie Library; and

**WHEREAS**, the agreement authorized the use of the \$600,000 cash donation in the event that the total project budget exceeded \$7,130,992; and

**WHEREAS**, the agreement required the relinquishment of all or a portion of the \$600,000 cash donation back to the Carnegie Arts Center Foundation if not needed for the payment of all project costs; and

**WHEREAS**, on August 23, 2011, the City Council approved a partial relinquishment in the amount of \$200,000; and

**WHEREAS**, on October 11, 2011, the City Council approved a partial relinquishment in the amount of \$354,211; and

**WHEREAS**, the current accounting for the project is not expected to exceed \$7,130,992 and the Carnegie Arts Center Foundation has requested a final relinquishment in the amount of \$17,000; and

**WHEREAS**, the funds are not currently allocated in the FY 2011/12 adopted budget.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the City Manager to relinquish \$17,000 of the \$600,000 construction donation to the Carnegie Arts Center Foundation.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of March, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

---

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING	}	RESOLUTION NO. 2012-
\$17,000 to 305-40-442.47251	}	
"CARNEGIE FOUNDATION - RELEASE OF	}	
HOLDING FUNDS" FROM FUND 305	}	
"CAPITAL FACILITIES FEES - GENERAL	}	
ADMINISTRATION" RESERVE BALANCE	}	
<hr/>		

**WHEREAS**, the city entered into an lease agreement with the Carnegie Arts Center Foundation on October 13<sup>th</sup>, 2009; and

**WHEREAS**, the agreement provided for a cash donation from the Carnegie Arts Center Foundation in the amount of \$600,000 to the City of Turlock for design and construction costs associated with the remodel and expansion of the historic Carnegie Library; and

**WHEREAS**, the agreement authorized the use of the \$600,000 cash donation in the event that the total project budget exceeded \$7,130,992; and

**WHEREAS**, the agreement required the relinquishment of all or a portion of the \$600,000 cash donation back to the Carnegie Arts Center Foundation if not needed for the payment of all project costs; and

**WHEREAS**, on August 23, 2011, the City Council approved a partial relinquishment in the amount of \$200,000; and

**WHEREAS**, on October 11, 2011, the City Council approved a partial relinquishment in the amount of \$354,211; and

**WHEREAS**, the current accounting for the project is not expected to exceed \$7,130,992 and the Carnegie Arts Center Foundation has requested a final relinquishment in the amount of \$17,000; and

**WHEREAS**, the funds are not currently allocated in the FY 2011/12 adopted budget.

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the appropriation of \$17,000 to 305-40-442.47251 "Carnegie Foundation - Release of Holding Funds" from Fund 305 "Capital Facilities Fees - General Administration" reserve balance.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of March, 2012, 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

57  
September 27, 2011

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: Approving Contract Change Order No. 4 in the amount of \$33,080.51 (Fund 305) for City Project No. 0804A, "Turlock Public Safety Facility – Off-site Improvements," bringing the contract total to \$1,157,484.76

### 2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$997,328 to Ross F. Carroll, Inc. of Oakdale, California for City Project No. 0804A, "Turlock Public Safety Facility - Off-site Improvements."

Change Order History	Amount	City Council Meeting
Original Contract	\$997,328.00	2/1/11
Change Order No. 1	\$10,858.90	5/24/11
Change Order No. 2	\$9,875.00	5/24/11
Change Order No. 3	\$106,342.35	9/27/11
Change Order No. 4	\$33,080.51	3/13/12
Adjusted Contract Total	\$1,157,484.76	

Description of change order:

Change order No. 4 includes 6 items:

- 1) During the sewer line replacement work covered in item 11 of Contract Change Order #3, an additional 28' of sewer pipeline needed to be replaced in the alley off Laurel St. in order to properly maintain flow. The Contractor legitimately claims costs for materials, equipment and labor for this added work in the amount of \$1,540.00.
- 2) During the roadway construction at the intersection of South Broadway and Lander Avenue, additional rough grading and compaction was required to match the grades. Contractor legitimately claims costs for additional materials, equipment and labor for changes to the original plan and the additional water service connection in the amount of \$2,625.05.

- 3) During the reconstruction of South Broadway, it was discovered that a storm drain manhole in front of the Carnegie Building could not be lowered to the design grade without modification. Contractor legitimately claims costs for additional materials, equipment and labor for changes to the original plan and the additional water service connection in the amount of \$1,548.36.
- 4) While City Staff set the construction staking for the median island in Lander Avenue, it was discovered that some of the paved surface of the roadway sloped toward the new median island. Two (2) cross drain channels had to be constructed in the median island to maintain good drainage control. Contractor legitimately claims costs for additional materials, equipment and labor for changes to the original plan and the additional fire service connection in the amount of \$550.00.
- 5) After the median island was constructed it was determined that the south end of the island at the intersection of W. Main Street and Lander Avenue required 35' of tough curb to prevent vehicles from crossing the centerline of the road. Contractor legitimately claims costs for additional materials, equipment and labor for changes to the original plan in the amount of \$3,570.00.
- 6) During the pavement operations throughout the entire project, the Contractor placed an additional 314.15 tons of hot mix asphalt over the contract quantity due to changes in the scope of work and grading tolerances in the subgrade and base course layers of the roadway structure. Contractor legitimately claims costs for additional materials, equipment and labor for changes to the original plan in the amount of \$23,247.10.

**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 was required to complete the utility infrastructure and off-site improvements for the Public Safety Facility prior to occupancy.

**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:**

Funds have been encumbered in account number 305-40-441.51270, "Public Safety Facility" and are available for contingencies such as Contract Change

Order No. 4. The original contract amount of \$997,328.00 will be increased in the amount of \$33,080.51. When all change orders are added up the adjusted contract total is \$1,157,487.76

**Note:** No General Fund money will be used for these change orders.

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

Recommend approval.

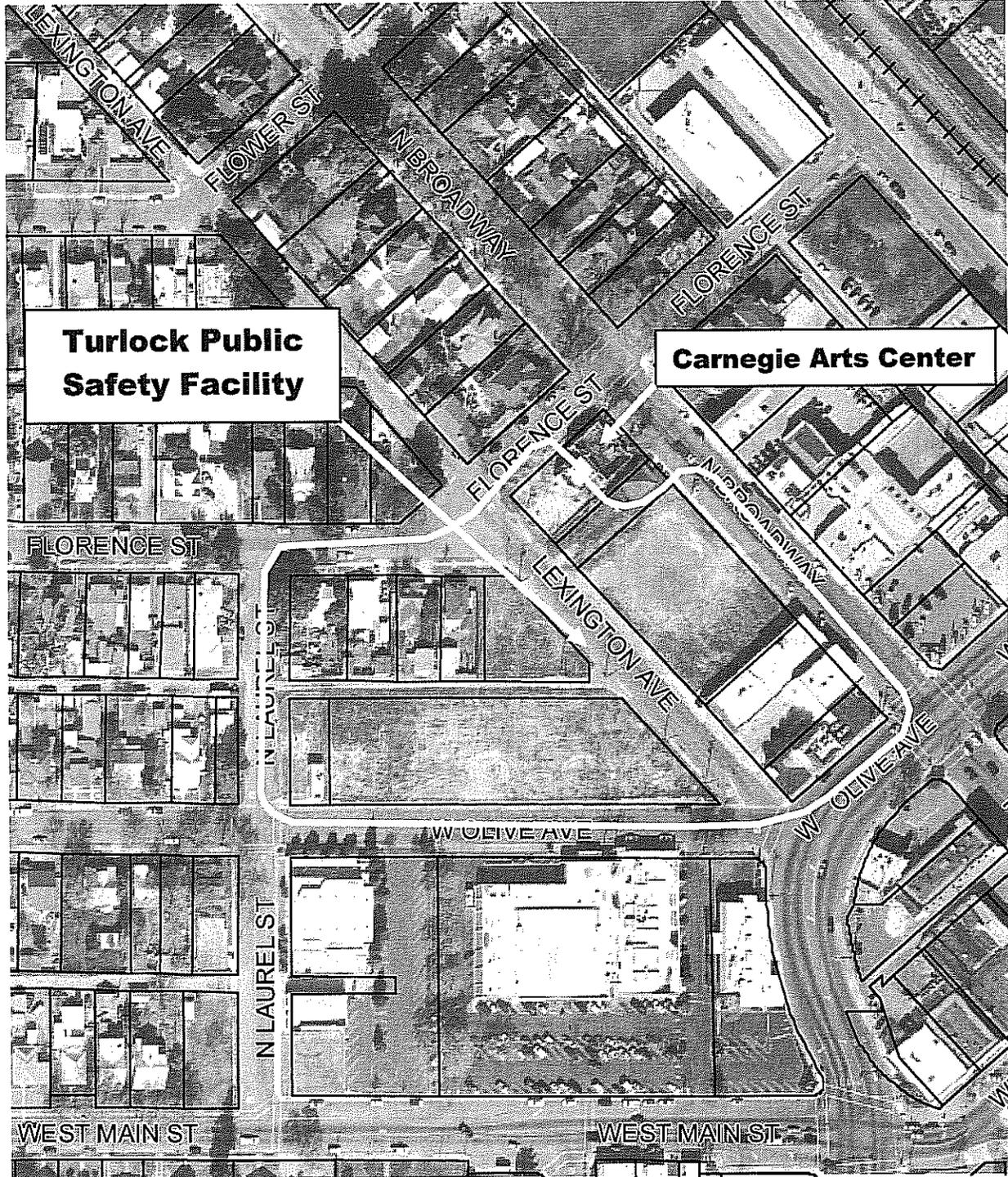
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Not approve Change Orders No. 4. This option is not recommended by City Staff since the extra work has been completed and was necessary for the completion of the Turlock Public Safety Facility prior to occupancy.

TURLOCK PUBLIC SAFETY FACILITY  
(not to scale)





**CONTRACT  
CHANGE ORDER  
AUTHORIZATION  
FORM**

**PROJECT INFORMATION**

Ross F. Carroll, Inc.  
PO Box 1308  
Oakdale, CA 95361-1308  
209-848-5959

Project Name: Turlock Public Safety Facility - Off-site Imp.  
Project No.: 0804A  
Awarded on: September 27, 2011  
Original Contract Amount: \$997,328.00  
Increase to contract: \$33,080.51  
Increase percentage: 3.3%  
Increase of previous CCOs: \$127,076.25  
Cumulative percentage: 16.1%  
New Contract Total: \$1,157,484.76

Change Order No. 4

Description of change order:

1	Additional 28' of sewer pipeline replacement work in alley related to item 11 of Change Order #3.	\$1,540.00
2	Additional rough grading and compaction on Lander Ave. at Broadway to match grades.	\$2,625.05
3	Additional labor and materials to lower stormdrain manhole on S. Broadway in front of the Carnegie Arts Center.	\$1,548.36
4	Installation of 2 cross drain channels in median island on Lander Ave. at W. Main St.	\$550.00
5	Installation of an addition 35 feet of tough curb at the end of the median island of Lander Ave. at W. Main St.	\$3,570.00
6	Additional 314.15 tons of hot mix asphalt placed	\$23,247.10
		\$33,080.51

**Change order >5% of contract: Recommended by City Engineer and City Manager;  
Approved by City council.**

Recommended: \_\_\_\_\_  
Michael G. Pitcock, Director of Development Services      Date  
City Engineer

Recommended: \_\_\_\_\_  
Roy W. Wasden, City Manager      Date

Approval by City Council: \_\_\_\_\_



## CONTRACT CHANGE ORDER

Date issued: 27-Sep-11 Change Order No.: 4  
 Project Name: Turlock Public Safety Facility - Off-site Imp.

Ross F. Carroll, Inc. Project No.: 0804A  
 PO Box 1308 Contract For: \$997,328.00  
 Oakdale, CA 95361-1308 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:	
1	Additional 28' of sewer pipeline replacement work in alley related to item 11 of Change Order #3	LS	1	\$1,540.00	\$1,540.00
2	Additional rough grading and compaction on Lander Ave. at Broadway to match grades.	LS	1	\$2,625.05	\$2,625.05
3	Additional labor and materials to lower stormdrain manhole on S. Broadway in front of the Carnegie Arts Center.	LS	1	\$1,548.36	\$1,548.36
4	Installation of 2 cross drain channels in median island on Lander Ave. at W. Main St.	LS	1	\$550.00	\$550.00
5	Installation of an addition 35 feet of tough curb at the end of the median island of Lander Ave. at W. Main St.	LF	35	\$102.00	\$3,570.00
6	Additional hot mix asphalt placed	TON	314.15	\$74.00	\$23,247.10
<b>Total this CCO=</b>					<b>\$33,080.51</b>
<i>The original contract sum =</i>					<b>\$997,328.00</b>
<i>Net change by previous change orders =</i>					<b>\$127,076.25</b>
<i>The contract sum will be (increased) by this Change Order =</i>					<b>\$33,080.51</b>
<i>The new contract sum including this change order will be =</i>					<b>\$1,157,484.76</b>
<b>The contract time will be increased by (0) working days.</b>					

Accepted: \_\_\_\_\_ Date: \_\_\_\_\_  
 Contractor

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

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
 City Manager



## Council Synopsis

55  
March 13, 2012

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

Prepared by: Stephen Fremming, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving an Underground Electric Service Installation Agreement with Turlock Irrigation District (TID) of Turlock, California, in the amount of \$8,047 (Fund 306) to provide electrical service in connection with City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street"

### 2. DISCUSSION OF ISSUE:

On February 28, 2012, the City Council awarded an agreement to Floyd Johnston Construction Co., Inc., of Clovis, California for the construction of City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street." This project requires an extension of underground electric service to provide power to the proposed pump station. Staff requests that Council authorize the City Manager to sign an Underground Electric Service Installation Agreement.

### 3. BASIS FOR RECOMMENDATION:

A) An Underground Electric Service Installation Agreement must be signed in order to provide electric power to the new pump station.

**Strategic Plan Initiative** D. MUNICIPAL INFRASTRUCTURE

**Goal(s):** b Address growth related issues (current and future)  
vi. Storm water management

This project will increase the City's ability to effectively manage storm water.

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact:**

Funds are budgeted in account number 306-40-457.51270, "Storm Pump Station @ Tegner & Paseo" for the TID fee in the amount of \$8,047 for the electric service extension.

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 authorize the City Manager to sign the Underground Electric Service Installation Agreement with the Turlock Irrigation District. Staff does not recommend this action as the agreement must be signed in order to provide power to the new storm pump station.

B. City Project No. 0939  
Storm Drain Pump Station at North Tegner Road and Sandstone Street



TUROCK IRRIGATION DISTRICT

UNDERGROUND ELECTRIC SERVICE  
INSTALLATION AGREEMENT

This agreement is entered into on \_\_\_\_\_, 20\_\_\_\_, in Turlock, Stanislaus County, California between the TURLOCK IRRIGATION DISTRICT, a public entity ("District"), and \_\_\_\_\_ ("Applicant")

WHEREAS, Applicant desires that the District electric system be connected to the project described in Section 2 below; and

WHEREAS, District agrees to construct and install underground electric service in accordance with the terms and conditions of this Agreement;

1. Applicant agrees to pay the District an estimated line extension charge of

EIGHT THOUSAND FORTYSEVEN AND <sup>00</sup>/<sub>100</sub>

Dollars (\$ 8,047.00)

- a. If full payment of the line extension charge is made within thirty (30) days of the date of this Agreement, the amount of the above line extension charge shall not be subject to adjustment (except under Section 1e below) for two (2) years from the date of this Agreement.
- b. If Applicant fails to start any on-site construction work for the project described in Section 2 within six (6) months of the date of this Agreement, then the line extension charge (if paid to the District) shall be refunded to the Applicant less an engineering charge of \$ 100.00 to be retained by the District.
- c. If, because of Applicant delay, the District has not completed the District's work under this Agreement within two (2) years of the date of this Agreement, then the District may increase the above installation charge at the end of the two (2) year period to reflect the District's then current charges.
- d. The Applicant shall not be entitled to any interest on funds deposited with the District pursuant to this Agreement.
- e. Applicant agrees and understands that the amount of the above line extension charge is based upon the District's design and engineering of Applicant's project according to project plans submitted by Applicant as of the date of this agreement. The District reserves the right to charge the Applicant for any additional costs (including, but not limited to, additional engineering, construction or other costs) incurred if Applicant requests,

OK for Agenda  
*[Signature]*

requires or causes, or any public agency having jurisdiction requires or causes, the District to change, alter or redesign the original planned design of District's distribution system for the project. Applicant shall pay such additional costs within fifteen (15) calendar days of receipt of District's invoice.

2. PROJECT DESCRIPTION

Project Name TURLOCK PUMP STATION TEGNER & SANDSTONE

Number of Units Served/Description 1 - 200A MAIN, 277/480V,  
3 PHASE, PAD-MOUNTED TRANSFORMER

City TURLOCK County STANISLAUS, California

Location: \_\_\_\_\_ 1/4 Section \_\_\_\_\_ T. \_\_\_\_\_ S., R. \_\_\_\_\_ E.

3. APPLICANT AND DISTRICT RESPONSIBILITIES

- 3.01 The respective responsibilities of the Applicant and the District with regard to constructing and installing the underground power lines, electric service facilities, and electrical equipment are set forth in the District's "Developer Information Book for Installing Underground Electric Facilities" ("Information Book"). The Information Book is incorporated into this Agreement by reference.
- 3.02 Applicant shall perform its portion of the work in full compliance with the District's rules, regulations, and Construction Standards (which include, but are not limited to, those set forth in the Information Book) and with the laws, ordinances, rules, regulations and standards of those public agencies having jurisdiction over the work or any portion thereof, including, but not limited to, all applicable laws relating to safety of persons and property.
- 3.03 Applicant shall indemnify the District, its Board of Directors, officers, agents and employees, against all claims, losses, damage, expense and liability resulting from injury to or death of person (including, but not limited to, employees of District or Applicant) or injury to property (including, but not limited to, property of District or Applicant) arising out of or in any way connected with the performance of this Agreement, excepting only such claim, loss, damage, expense or liability as may be caused by the sole negligence of willful misconduct of District.

DISTRICT

APPLICANT

By Edward A. Jeffers  
Date 12/28/2011

By \_\_\_\_\_  
Date \_\_\_\_\_

**NOTE:** If this agreement is signed by a corporate officer, a general partner, an attorney-in-fact, or an agent of the Customer, the signatory for the Customer shall provide an authenticated copy of the corporate resolution, the power of attorney, or other evidence of his or her authority to sign the agreement on behalf of the Customer.



## Council Synopsis

5K  
March 13, 2012

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

Prepared by: Nathan Bray, PE  
Associate Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Rejecting all bids submitted for City Project 0945, "Washington and West Main Intersection Improvements"

### 2. DISCUSSION OF ISSUE:

On February 9, 2012 Staff received four bids for City Project No. 0945, "Washington and West Main Intersection Improvements." At the bid opening, Collins Electrical Company of Stockton, California was the lowest bidder with a bid of \$173,760. Following the bids, Staff reviewed the proposals for compliance with the guidelines and specifications. This project uses federal funding and in-turn has additional requirements. Contractors are required to meet the underutilized disadvantaged business enterprise (UDBE) contract goal or provide documentation that a good faith effort was made in order to meet the UDBE contract goal.

After Staff's evaluation, both the first and second bidders' good faith efforts were deemed to be inadequate. If Council were to award the contract to either of those bidders the City could open up the possibilities to losing the funding from FHWA. Staff recommends rejecting all bids and rebidding the project. There are not any critical funding deadlines that will be in jeopardy if the project is rebid.

Also, in accordance with the Public Contract Code, the City of Turlock has the right to reject all proposals for work without prejudice and explanation. Therefore, Staff recommends that all bids for City Project 0945, "Washington and West Main Intersection Improvements" be rejected.

**3. BASIS FOR RECOMMENDATION:**

- A. Per the Public Contract Code, the City of Turlock has the right to reject all proposals for work without prejudice and explanation.

**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:**

**Fiscal Impact**

There is no fiscal impact associated with rejecting all bids for this project. All project cost will be accounted for and presented to the Council with the recommended award of bid after the project is rebid.

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. Accept all bids submitted for this project and direct staff to award to the lowest responsible bidder. Staff does not recommend this alternative since protests to the apparent low bidder's proposal may result in loss of funding.



## Council Synopsis

52

March 13, 2012

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

Prepared by: Eric A. Picciano, P.E.  
Principal Civil Engineer, Building Official

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving an agreement in an amount not to exceed \$15,650 (Fund 405) with NBS Government Finance Group for a cost recovery based building fee study

### 2. DISCUSSION OF ISSUE:

One of the tasks which is currently challenging the Building Department is the creation of a fair and equitable building permit fee structure for the services it provides to the community. Therefore, to assist in the creation of a new building permit fee structure, a Request for Proposals was issued with the intent of retaining a financial planning consultant who would produce a User Fee study and Building Department Fee Services Schedule.

#### Recent History:

In 2007, staff came before the City council with a request to increase the Building Plan check and inspection fees by 50%. At that time it had been over 10 years from the last fee increase, and a review of revenues and expenditures then showed a need for a 50% increase. The building and Industry Association (BIA) approved the fee increase if the City would follow through with a full building fee user study within 12months.

Following Council's approval of the fee increase and the City's agreement with the BIA, staff, obtained proposals to have the noted fee study completed. Ultimately council approved an agreement with Muni Financial in the amount of \$24,500 to have the study completed.

With the subsequent downturn in economy, and associated reduction in staffing, the City's staff members who had intimate knowledge of the study had become unavailable to continue the City's portion of the study. As such, the project became an unintended victim of the economic downturn, remained unattended for some time, and needs to be thoroughly reconsidered.

Proposed direction:

The City of Turlock's current fee structure is a valuation based system which is both questionably legally defensible and undeniably overdue for updating. At present, the City of Turlock is utilizing the 1994 and 2000 UBC Building valuation data with the noted constant multiplier of 150% as the basis for the calculation of building permit fees.

It is well known throughout the Building Industry that valuation based fees are regularly being legally challenged. Generally speaking the City's valuation based fee system has difficulty meeting the intent of the Government Code. Building permit and inspection fees are regulated in the California Government code at Section 66014(a) that states "Notwithstanding any other provision of law, when a local agency charges fees for... building inspection; building permits; ... those fees shall not exceed the estimated reasonable costs of providing service for which the fee is charged..."

On January 30, 2012, staff received two proposals in response to the City's request for proposals for building Plan Check Services. Upon reviewing and ranking the proposals, staff has determined that it is in the best interest of the City to award NBS Government Finance Group an agreement to create a legally defensible fee structure which is capable of supporting the Building Department Enterprise fund.

**3. BASIS FOR RECOMMENDATION:**

A) Per City Municipal Code, City Council approval of the Agreement is required prior to execution of the contract with the consultant.

B) The City will have a legally defensible building department fee structure which is capable of supporting the Building Department Enterprise fund.

**Strategic Plan Initiative:** F. Intelligent, Planned, Managed Growth

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

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

**Fiscal Impact:** \$15,650 405-40-405.43060 Contract Services

**No General Fund money will be used for these services**

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

Not applicable

**7. ALTERNATIVES:**

Reject the award of this consultant agreement. Staff does not recommend this alternative due to the fact that fee structure is a valuation based system which is both questionably legally defensible and significantly overdue for updating.



**AGREEMENT FOR SPECIAL SERVICES**  
**between**  
**CITY OF TURLOCK**  
**and**  
**NBS GOVERNMENT FINANCE GROUP**  
**For**  
**COST RECOVERY BASED BUILDING FEE STUDY**  
**CONTRACT NO. 12-987**

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**THIS AGREEMENT** is made this 13th day of March 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and NBS Government Finance Group a local government finance consultant hereinafter referred to as "CONSULTANT."

cost recovery based building fee study

**WITNESSETH:**

**WHEREAS**, in accordance with California Government Code §37103, CITY has a need for cost recovery based building fee study; and

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

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

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

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

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

**4. COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with Exhibit "A" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "A" and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifteen Thousand Six hundred fifty and /100<sup>ths</sup> Dollars (\$15,650) CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of eight Nine (9) beginning March 13, 2012 and ending December 13, 2012 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 endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

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

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

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

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

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

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

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

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

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

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

**10. TERMINATION OF STATED EVENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**for CONSULTANT: NBS Government Finance Group  
Nicole Kissam  
32605 Temecula Parkway, Suite 100  
Temecula, CA 92592  
PHONE: (800) 676-7516  
FAX: (951) 296-1998**

**for CITY: CITY OF TURLOCK  
ATTN: Mike Pitcock  
ENGINEERING DIVISION  
156 SOUTH BROADWAY, SUITE 150  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5599 Ext. 4430  
FAX: (209) 668-5563**

**34. EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for three (3) additional one-year terms, on the same terms and conditions, upon providing written notice to 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**

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

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

**APPROVED AS TO SUFFICIENCY:**

By: \_\_\_\_\_  
Michael G. Pitcock, PE, Director of  
Development Services/City Engineer

\_\_\_\_\_

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

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

Print name: \_\_\_\_\_

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

APPROVED AS TO FORM:

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

ATTEST:

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

## EXHIBIT "A"

PROJECT COST DETAIL	Consultant Labor (Hours)			Grand Totals	
	Project Manager	Senior Consultant	Consultant	Consultant Labor (Hours)	Consultant Costs (\$)
<i>Hourly Rate</i>	<i>\$190</i>	<i>\$150</i>	<i>\$115</i>		
Gather and Analyze Data	1.0	-	-	1.0	\$ 190
Conduct Administrative Kick Off Meeting	1.0	3.0	-	4.0	\$ 640
Design Fee Structure	0.5	6.0	2.0	8.5	\$ 1,225
Conduct Organizational Time Study	0.5	15.0	4.0	19.5	\$ 2,805
Prepare Iterations and Time Study Module	0.5	4.0	8.0	12.5	\$ 1,615
Develop Time/Cost Module	1.0	12.0	4.0	17.0	\$ 2,450
Divisional Meetings / Revisions	-	8.0	4.0	12.0	\$ 1,660
Issue Final Report	2.0	12.0	-	14.0	\$ 2,180
Community Outreach / Legislative Process	15.0	-	-	15.0	\$ 2,850
Direct Expenses					\$ 35
<b>GRAND TOTAL NOT TO EXCEED</b>	<b>21.5</b>	<b>60.0</b>	<b>22.0</b>	<b>103.5</b>	<b>\$ 15,650</b>

### PROJECT TIMELINE

NBS suggests a minimum 60 day timeline from project commencement to issuance of a draft report. A graphical display of our recommended timeline is shown in the table below. Should this timeline require expediting or extending, NBS is prepared to revise and execute a timeline that meets the City's needs.

Task	Week Beginning										
	5-Mar	12-Mar	19-Mar	26-Mar	2-Apr	9-Apr	16-Apr	23-Apr	30-Apr	7-May	14-May
Gather and Analyze Data											
Conduct Administrative Kick Off Meeting											
Design Fee Structure											
Conduct Organizational Time Study											
Prepare Iterations and Time Study Module											
Develop Time/Cost Module											
Divisional Meetings / Revisions											
Issue Final Report											
Community Outreach / Legislative Process	td by City staff										

Upon project commencement, NBS will compile a detailed project timeline with milestones for the mutual review and approval, as well as engage in regular status updates to the City's chosen project manager.



## Council Synopsis

5M

March 13, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Diana Lewis, Technical Services Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving a contract between Microbiz Security Company and the City of Turlock for the purchase and installation of software and hardware for the security card access system approved as sole source on February 14, 2012, in the amount of \$146, 846

### 2. DISCUSSION OF ISSUE:

City Council approved the sole source purchase of the Honeywell Prowatch card access system and equipment from Microbiz Security Company that will be compatible with the new Public Safety building establishing standardization of the security system. Attached is the contract for the sole source purchase.

### 3. BASIS FOR RECOMMENDATION:

February 14, 2012 City Council approved the Resolution authorizing standardization and sole source procurement of the security system. Approval of the contract is necessary to compete the process in order for Microbiz to preform work on site for the City.

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

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line numbers:

Funds 110, 112, 146 217, 410, 420 will be charged based on percentage of equipment and labor for each facility.

Fiscal impact to above line numbers: \$146,846.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Council has already approved the purchase of the security system. The contract is necessary in order to complete the project to allow installation of equipment.



**AGREEMENT FOR SPECIAL SERVICES**  
between  
**CITY OF TURLOCK**  
and  
**MICROBIZ SECURITY COMPANY**  
for  
**SECURITY SYSTEM**  
for  
**HONEYWELL PROWATCH CARD ACCESS SYSTEM**  
CONTRACT NO. 12-989

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**THIS AGREEMENT** is made this 13th day of March, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **MICROBIZ SECURITY COMPANY**, a California Corporation, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, CITY has a need to upgrade the existing panels to a card lock security system for City properties; and

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

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

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

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

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

**4. COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit "A" and Exhibit "B" as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit "A" and Exhibit "B" and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed One Hundred Forty Six Thousand Eight Hundred Forty Six and No/100<sup>ths</sup> Dollars (\$146,846.00).

*OK for Agenda*  
*[Signature]*

CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of Six months (6) beginning March 14, 2012 and ending September 13, 2012, subject to CITY's availability of funds.

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

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

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

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

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

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

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

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

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

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

(d) Other Insurance Provisions: The commercial general liability 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 CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (CG 20 10 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, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONTRACTOR's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONTRACTOR 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: CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

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

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

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

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

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

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

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

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

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

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

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

**10. TERMINATION OF STATED EVENT:**

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

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

(c) Termination by CONTRACTOR for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONTRACTOR may terminate this Agreement by giving written notice to CITY. The termination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

warranty of such right to use to CITY at the request of CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**for CONTRACTOR: MICROBIZ SECURITY COMPANY  
ATTENTION: DAVID CHRITTON  
444 JESSIE STREET  
SAN FRANCISCO, CA 94103  
PHONE: (415) 777-1151  
FAX: (415) 777-1365**

**for CITY: CITY OF TURLOCK  
ATTN: DIANA LEWIS  
156 SOUTH BROADWAY, SUITE 230  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5542 Ext. 1111  
FAX: (209) 668-5668**

**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**

**MICROBIZ SECURITY COMPANY**

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

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

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

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

APPROVED AS TO FORM:

Print name: \_\_\_\_\_

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

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

ATTEST:

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

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444 JESSIE STREET  
SAN FRANCISCO, CA 94103  
PHONE: (415) 777-1151  
FAX: (415) 777-1365

for CITY: CITY OF TURLOCK  
ATTN: DIANA LEWIS  
156 SOUTH BROADWAY, SUITE 230  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5542 Ext. 1111  
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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

MICROBIZ SECURITY COMPANY

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

By: David Chritton

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

Title: CFO. Microbiz

APPROVED AS TO FORM:

Print name: DAVID CHRITTON

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

Date: FEB 24th 2012

ATTEST:

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



Mr. Del Olson  
 Technical Services Supervisor  
 Municipal Services Department Water Resources & Utility Division  
 156 S. Broadway, Suite 270  
 City of Turlock, CA 95380-5454  
 209-602-5744

January 23rd 2012

*Del, it has been a pleasure to work with you during the many site surveys and meetings to test and confirm the Honeywell Prowatch card access system, and to discuss and plan all aspects of this conversion and new installation.*

**Scope of Work:** Add Honeywell Prowatch access panels, and upgrade existing panels for a complete working system at the Muni waste water treatment facility. Microbiz to provide software, access panels, door hardware, wire and labor. Muni to provide fiber modules and Static Ips, conduit and wire path for panel communication to head end server, 115 VAC as needed per Honeywell Specifications.

**Water Resources building: 3 doors. 6 readers. PW6000 IC panel and 3 IR2 readers boards mounted inside Honeywell high density access panel. Door power supply.**

Northwest Entrance. 2 new card readers, Outside for door and inside for alarm.

AR8800EL Rim device panic bar with door cord.

South West Entrance. 2 new card readers, Outside for door and inside for alarm.

AR8800EL 36" Rim device panic bar with door cord.

North East Entrance: 2 new card readers, Outside for door and inside for alarm. Replace storeroom lock; add electric door strike with door cord.

**Operations building: 4 doors 8 readers. Communication line to be run to Water resources bldg. 4- IR2 readers boards mounted inside High density Honeywell access panel. Door power supply.**

East door entrance. 2 new card readers, Outside for door and inside for alarm.

AR8800EL 42" Rim device panic bar with door cord. new Key cylinder.

Front door. 2 new card readers, Outside for door and inside for alarm.

Double doors, one to be stationary. Door strike hardware, Dead latch, with door cord., signage.

Single door. 2 new card readers, Outside for door and inside for alarm.

AR8800 36" Rim panic bar with door cord. with new Schlage Key cylinder.

West North door. 2 new card readers, Outside for door and inside for alarm.

AR8800EL 42" Rim device panic bar, with door cord. New Schlage Key cylinder.

**Tech Bldg: 2 doors, 3 readers. Use existing N1004 panel and upgrade chips. Door power supply.**

Front door. 2 new card readers, Outside for door and inside for alarm.

Upgrade existing N1000 to tie to new PW system. This panel currently controls the 2 card readers on the vehicle gate, and has two open ports.



*Server/Scada/Radio Room located inside Tech Bldg.:* 1 Card reader, Single door 1R1 board reader, with no alarm. Swap locking hardware on the server room with the hall door so that the server room door always remains locked.  
Schlage ND80UEU with door cord.

*Electric Maintenance Bldg.* One door 2 readers. PW6101 mini IC and reader board.  
Door power supply.

Front door 2 new card readers, Outside for door and inside for alarm  
AR8800EL 36" Rim device panic bar. With door cord. New Schlage Key cylinder.

*Air Gap Pump station.* One door 2 readers. PW6101 mini IC and reader board.  
2 additional PW 6001s with static IP for headworks. Door power supply.

Front door 2 new card readers, Outside for door and inside for alarm.  
Schlage ND80UEU with door cord.

*"Headwork's" Raw Sewage Pump Station.* Run reader, door power and alarm wires from Air gap Pump station in conduit.

Front door One. 2 new card readers, Outside for door and inside for alarm.  
One stationary door. One door strike and one Dead latch with handle.

Front door Two. 2 new card readers, Outside for door and inside for alarm.  
One door strike with door cord. and one Dead latch with handle.

*Acid Phase Digester.* 3 doors 6 readers. PW6101 mini IC and reader board. 2 additional PW 6001s with static IP. Door power supply

Main Entry Door: 2 new card readers, Outside for door and inside for alarm.  
Schlage ND80UEU with door cord, and LCN door closer.

West double door/boiler room door: 2 new card readers, Outside for door and inside for alarm.  
Schlage ND80UEU with door cord, and LCN door closer.

Electric Room Door: Install 2 new card readers, outside for door and inside for alarm.  
Door strike hardware with door cord.

*Digester Control #2* Two doors, 4 readers. PW6101 mini IC and reader board. 1 additional PW 6001 with static IP. Door power supply

Main Entrance door -2 new card readers, Outside for door and inside for alarm.  
Schlage ND80UEU with door cord, and LCN door closer

Main Entrance door -2 new card readers, Outside for door and inside for alarm  
Schlage ND80UEU with door cord, and LCN door closer

*Primary elect service* One door 2 readers. PW6101 mini IC and reader board.

West Entry door -2 new card readers, outside for door and inside for alarm.  
Door strike hardware with door cord.



**Chlorine Bldg 4 doors. 8 readers PW6000 IC panel and 4 1R2 readers boards mounted inside Honeywell high density access panel. Door power supply**  
East Entry door. 2 new cardreaders, Outside for door and inside for alarm. Von Duprin 99 electric trim kit with door cord. L-9080 Lock body with door cable

**Chlorine Bldg-Continued.**

Control room entry. 2 new cardreaders, Outside for door and inside for alarm.  
 Door strike hardware with door cord

Electrical west entry 2 new cardreaders, Outside for door and inside for alarm.  
 Door strike hardware with door cord

Chlorinator door 2 new cardreaders, Outside for door and inside for alarm.  
 Door strike hardware with door cord

**Filter Pump Station One door 2 readers. PW6101 mini IC and reader board**

Main entry door - 2 new cardreaders, outside for door and inside for alarm.  
 Schlage ND80UEU with door cord

**Blower Bldg One door 2 readers. PW6101 mini IC and reader board**

Electric Room entry door - 2 new cardreaders, outside for door and inside for alarm  
 Door strike hardware with door cord

**Water collections/Utilities Maintenance. One door 2 readers PW6101 mini IC and reader board**

N/E break room. 2 new cardreaders, Outside for door and inside for alarm.  
 Door strike hardware with door cord

**Bldg Paint shop. One door 2 readers. Run card access wire to Water collections panel.**

Main entry door. 2 new card readers. Outside for door and inside for alarm.  
 Schlage ND80UEU with door cord

**Public Works 4 doors 5 readers. PW6000 IC panel and 3 1R2 readers boards mounted inside Honeywell high density access panel. Door power supply**

Southwest door PFM Card reader 1 Card reader only. No alarm STD aluminum lockset, hollow metal jam, ANSI cut-out for door strike. Add Hess door strike

Main entry door. 2 new cardreaders, Outside for door and inside for alarm. STD aluminum lockset, hollow metal jam, ANSI cut-out for door strike

Bathroom doors. 1 Card reader only. No alarm.

Replace existing hardware with a store room lock. Note: this is a shared reader, unlocking 2 doors. QTY 2 Schlage ND80UEU with door cord, 2 door closers

REM. 1 Card reader only. No alarm,  
 Schlage ND80UEU with door cord, 1 door closer



**Fleet Maintenance, gas. One door 2 readers PW6101 mini IC and reader board**  
North Main entrance door: 2 new cardreaders, Outside for door and inside for alarm.  
 Door strike hardware with door cord.

**Fleet Maintenance natural gas. CNG. One door 2 readers. PW6101 mini IC and reader board**  
 Run wires to Fleet maintenance gas. MSD to provide a path, conduit.  
South Entrance door: 2 new cardreaders, Outside for door and inside for alarm.  
 Door strike hardware with door cord

**Shipping/receiving. One door 2 readers. PW6101 mini IC and reader board.**  
Main entrance door: 2 new cardreaders, Outside for door and inside for alarm. STD  
 Schlage ND80UEU with door cord, 1 door closer

**Dial ride one door 2 readers. PW6101 mini IC and reader board. Main entrance door.**  
 2 new cardreaders, Outside for door and inside for alarm.  
 Door strike hardware with door cord

		David Chritton. 415-7771151 ext: 26 Systems Design Mobile: 925.260-9488	
Company: City of Turlock		Quote No: 9462-R3	
Contact: Mr. Del Olson		Date: January 23rd, 2012	
Address: 156 S. Broadway, Suite 270		Phone: 209 648 8884	
City: Turlock, Ca 95380			
<u>Prowatch software and access equipment, wire, door hardware, and labor for the Turlock Water resources and Utility division." Muni".</u>			
<b>Quantity</b>	<b>Description</b>		
	<u>Software</u>		
1	Upgrade chips for existing entry gates. Server/Scada/Radio room.		
1	PWCE7RD64 - 64 reader licenses add on, in addition to the 98 reader license.		
	<u>New Honeywell card access equipment</u>		
66	Honeywell Omni 10 card readers with single gang plate, waterproof box		
4	PW 6000IC in high density enclosure with power supply, battery backup, daisy chain wires, key lock.		
16	PW6101 mini IC and reader board with enclosure.		
17	PW5K1R2 dual reader module with 2 inputs, 2 outputs		
10	Microbiz Electric lock power supply, with locking box, key lock, fuse block. 115VAC plug in transformer, battery backup		
1 lot	Plenum rated card access wire as needed for all devices.		
	<u>Door hardware</u>		
1 lot	Combination of Rim panic hardware, vanduprin electrified panic hardware, door strikes, closures, transfer cables to convert 35 doors listed above.		



1 lot.	Microbiz labor and travel to modify 35 existing doors, install New electrified door hardware per list above.		
1	Microbiz labor to pull wires, mount card readers, install enclosures, power supplies, terminate panels, computer programming, final acceptance testing.		
	<i>Notes: all equipment has a 1 year Microbiz warranty, with additional Honeywell warranties. Listed price included all freight, equipment delivery, installation and labor to install all listed devices.</i>	<b>Subtotal</b>	<b>\$108,961.00</b>
		<b>Sales tax 8.375%</b>	<b>5,946.00</b>
		<b>Total:</b>	<b>\$114,907.00</b>
<b>WARRANTY:</b>			
<p>The following Microbiz Security Company warranty is contingent upon the proper use and Maintenance of the equipment we provide or install: All labor, equipment and material listed in this proposal will be under warranty for one (1) year.</p> <p>Microbiz Security Company will repair or replace any or all of our work, which is determined to be defective in its workmanship or materials from the time of customer acceptance or its first beneficial use, whichever occurs first. Any error or omission in construction or installation of the system must be called to the attention of Microbiz Security Company in writing thirty (30) days after completion of the installation. Upon expiration of the thirty (30) days, the installation shall be considered accepted as complete by the customer. <u>CLARIFICATIONS:</u></p> <ul style="list-style-type: none"> <li>• Labor is for normal business hours M-F 8am-5pm.</li> <li>• City of Turlock, To provide all necessary 115 power, conduit, backboards, and wire path, Static IP's and Poe Power at mini IC's</li> <li>• Microbiz to provide labor for mounting devices, termination, programming of all above listed equipment. System commissioning, acceptance test, training, and warranty</li> <li>• Muni to assist with system card programming, WinPak documentation.</li> <li>• Documentation manuals, point to point wiring diagrams in video.</li> <li>• Microbiz Security Company is not responsible for painting or patching.</li> <li>• Microbiz Security Company shall provide qualified supervisory and programming labor at the job site.</li> <li>• Customer to provide LAN, network, static IP address, POE power, client computers, as directed by Microbiz</li> <li>• Price includes 8 hours of Prowatch training, and 10 hours of telephone support. Over 1 year.</li> </ul>			

# EXHIBIT 'B'



Reference: Access Control- Head end upgrade of existing system to Prowatch

Microbiz Security Company is pleased to offer for your consideration the following proposal to upgrade the existing WinPak software and backbone to Prowatch at the "City of Turlock "City Hall and related sites.

*This is the Phase I upgrade.*

Our proposal is representative of the necessary skills and future responsibilities to effectively serve" The city of Turlock." with the highest regards to quality in products, installation, and workmanship.

David Chritton, 415-7771151 ext: 26 Systems Design Mobile: 925.260-9488			
Company: City of Turlock		Quote No: 9461-R4	
Contact: Ms. Dianna Lewis, Mr. Del Olson		Date: 12/15/2011	
Address: 156 S. Broadway, Suite 270			
City: Turlock, Ca 95380			
<i>Winpak upgrade, and conversion: Phase I</i>			
Quantity	Description	Unit Price	Total
<i>Access control: Hed end software and printers</i>			
1	PW-dcesw8 Prowatch CE server software, server license, concurrent user license, concurrent advanced Badging license, 96 reader license.		4,140.00
1	PWce8swel5- 5 user software license add on.		5,187.00
1	PW8abadge1-Advanced Badging for Nino batch printing		1,579.20
10	PWvista10-Visia licenses for future alarm integration		1,053.36
0	PB350DOKT-Magic card Tungo printer duplex printer kits: includes duplex printer,PBCAm14-USB digital camera with power supply and remote control, Tripod, 12" B&C camera cable, light kit, cleaning kit, 1 Ribbon and 25 technology PVC cards. Notes: System can use existing printer. These are recommended for police department.	0	0
<i>Hardware for existing equipment</i>			
1	PW lon kit with 485 converter.		710.00
5	Upgrade chips for existing City hall panels.	129.	645.00
1	Prowatch 6000 series mother board, Housing, and 1R2 reader Boards, to replace 2 panels at city hall that are too old to upgrade. 8 doors total.		5,250.00
1	Set of chips to upgrade Pro 2200 system at Fire station 1-three doors		258.00
1	Set of chips to upgrade Pro 2200 system at Fire station 2- one door		129.00
		<b>Equipment subtotal:</b>	<b><u>18,951.56</u></b>
1	<i>MicroBiz labor to convert system: Notes Server and Client PC's provided by City of Turlock per Microbiz specifications, and require admin helper, for data entry of cards. Microbiz to build, replicate all access levels, work with Nino and Chelsea and Del to design</i>		

# EXHIBIT 'B'

	<i>badges, customize access levels for Security, muni, and HR.</i>		
40	Hours to install software onto new server, copy and transfer access levels of existing system.		4,880.00
16	Hours to convert existing system, and install new chips, hardware. For existing Hed end.		1,920.00
16	Hours for System commissioning, acceptance test, and warranty. Warranty includes onsite service, 24/7 telephone support.		1,920.00
16	Hours for training, design of HR department matrix and badges.		1,920.00
16	Hours for training, design of Security matrix and badges.		1,920.00
16	Hours for training, design of Muni matrix and badges.		1,920.00
		<i>Labor discount</i>	<i>(3080.00)</i>
	<b>Acceptance: fill out below, FAX BACK 415-777-1365, THANK YOU</b>	<i>Labor subtotal</i>	<i>11,400.00</i>
<b>Signature:</b>	_____	<i>Sales tax 8.375%</i>	<i>1587.19</i>
<b>Title:</b>	Date: _____	<i>Total</i>	<i>\$31,938.75</i>
	<b>WARRANTY:</b>		
	The following Microbiz Security Company warranty is contingent upon the proper use and Maintenance of the equipment we provide or install: All labor, equipment and material listed in this proposal will be under warranty for one (1) year. Microbiz Security Company will repair or replace any or all of our work, which is determined to be defective in its workmanship or materials from the time of customer acceptance or its first beneficial use, whichever occurs first. Any error or omission in construction or installation of the system must be called to the attention of Microbiz Security Company in writing thirty (30) days after completion of the installation. Upon expiration of the thirty (30) days, the installation shall be considered accepted as complete by the customer.		
	<b>CLARIFICATIONS:</b>		
	<ul style="list-style-type: none"> <li>• Labor is for normal business hours M-F 8am-5pm.</li> <li>• City of Turlock. To provide all necessary 115 power, conduit, backboards, and wire chase.</li> <li>• Microbiz to provide labor for mounting devices, termination, programming of all above listed equipment. System commissioning, acceptance test, training, and warranty</li> <li>• Documentation manuals, point to point wiring diagrams in video.</li> <li>• Microbiz Security Company is not responsible for coring, painting or patching.</li> <li>• Microbiz Security Company shall provide qualified supervisory and programming labor at the job site.</li> <li>• Customer to provide LAN, network, static IP address, computers, phone lines, as directed by Microbiz</li> </ul>		
Microbiz Security Company, 444 Jessie Street, San Francisco, CA 94103 Phone: 415-777-1151 Fax: 415-777-1365 Contractor Lic #576734 * ACO #4005			
<b>Terms of payment: Invoice is due and payable with 30 days. This bid is good for 60 days from above date.</b>			
*			



## Council Synopsis

5N

March 13, 2012

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

Prepared by: Allison Van Guilder, Parks, Recreation & Public Facilities Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to execute an agreement for tree trimming and maintenance services for the Parks, Recreation and Public Facilities Division, on a piggy-back contract from the Turlock Irrigation District, Contract No. G090074, with Davey Tree Surgery Company of Modesto, California, without compliance to the formal bid process.

Motion: Approving the service agreement with Davey Tree Surgery Company of Modesto, California, for tree trimming and maintenance services for a period of fifteen (15) months, ending June 30, 2013, in an amount not to exceed \$15,000

### 2. DISCUSSION OF ISSUE:

The City has the opportunity to piggyback the Turlock Irrigation District Contract No. G090074 for Tree Trimming and Maintenance Services with Davey Tree Surgery Company of Modesto., pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-08(b)(5), without compliance to the formal bid procedure.

The purpose of this contract is to assist City crews with the maintenance of specified trees located within the City. Davey Tree Surgery Company will provide the City of Turlock with the best possible tree care to maintain the trees at a level expected by the City's residents, City Council, City staff, and visitors of the community.

Davey Tree Surgery Company has agreed to extend the same pricing in accordance to Turlock Irrigation District Contract No G090074 to the City of Turlock.

**3. BASIS FOR RECOMMENDATION:**

Staff recommends approval to piggyback on the Turlock Irrigation District Contract No. G090074, for Tree Trimming and Maintenance Services with Davey Tree Surgery Company, without compliance to the formal bid procedure.

A) This project meets the objectives set forth in the City Council's Strategic Plan. Policy Initiative – Community Programs, Facilities and Infrastructure: Goal – a. Community Infrastructure – Strive to: ii) Maintain and promote the City's Urban Forest and Street Tree Program.

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

Currently budgeted at line number: 110-60-600.43077 Contract Tree Trimming

Fiscal impact to above line number in FY 11/12: \$5,000

Fiscal impact to the following budget areas in FY 12/13: \$10,000

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

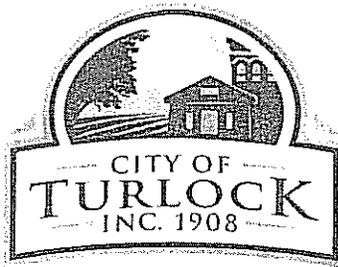
Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Council may reject to piggyback Turlock Irrigation District contract with Davey Tree Surgery Company. This alternative is not recommended; the City does not have available staff or equipment to perform this service.



**AGREEMENT FOR SPECIAL SERVICES**  
between  
**CITY OF TURLOCK**  
And  
**DAVEY TREE SURGERY COMPANY**  
for  
**TREE TRIMMING AND MAINTENANCE**

CONTRACT NO. 12-966

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**THIS AGREEMENT** is made this 13<sup>TH</sup> day of March, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **DAVEY TREE SURGERY COMPANY**, a California Corporation, hereinafter referred to as "CONTRACTOR."

**WITNESSETH:**

**WHEREAS**, CITY has a need for tree trimming and maintenance services as required for Parks, Recreation and Public Facilities Maintenance Division; and

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

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

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

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

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

**4. COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit A and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed Fifteen Thousand Dollars (\$15,000). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of fifteen months (15) beginning March 14, 2012 and ending June 30, 2013, subject to CITY's availability of funds.

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

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

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

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

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

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

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

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

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

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

(d) Other Insurance Provisions: The commercial general liability 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 CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (CG 20 10 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, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONTRACTOR's insurance and shall not contribute with it.

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONTRACTOR 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: CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

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

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

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

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

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

obligations under this Agreement.

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

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

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

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

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

**10. TERMINATION OF STATED EVENT:**

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

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

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

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

shall be the effective date of the notice.

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

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

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

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

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

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

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

**15. OBLIGATIONS OF CONTRACTOR:** Throughout the term of this Agreement,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**33. NOTICE:** Any and all notices permitted or required to be given hereunder shall be

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

for CONTRACTOR: **DAVEY TREE SURGERY COMPANY**  
**ATTENTION: ALAN FINOCCHIO**  
**2617 S. VASCO ROAD, P.O. BOX 5015**  
**LIVERMORE, CA 94551-5015**  
**PHONE: (510) 579-2725**  
**FAX: (925) 443-1751**  
**EMAIL: alan.finocchio@davey.com**

for CITY: **CITY OF TURLOCK**  
**ATTN: RAY GARCIA**  
**PARKS, RECREATION & PUBLIC FACILITIES DIVISION**  
**144 BROADWAY**  
**TURLOCK, CALIFORNIA 95380**  
**PHONE: (209) 668-5599 Ext. 4458**  
**FAX: (209) 668-5619**

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

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

**CITY OF TURLOCK, a municipal corporation**

**DAVEY TREE SURGERY COMPANY**

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

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

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

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

APPROVED AS TO FORM:

Print name: \_\_\_\_\_

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

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

ATTEST:

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

# EXHIBIT A

## SCOPE OF WORK CONTRACT NO. 12-966

### A. SCOPE OF WORK

1. **Overview** - Contractor shall furnish all labor, supervision, methods and processes, implements, tools, machinery, equipment, transportation and materials to provide tree pruning and/or removal services as required by the City. The City's requirements are as follows: (1) routine pruning of selected street trees, park trees and trees located on public property or trees identified as part of an abatement process as required by the Public Facilities Maintenance Division.
2. **Pruning Standards** - Pruning standards for trees listed shall be in accordance with the American National Standards Institute Tree Maintenance Standard A300 (2001) and the International Society of Arboriculture Tree-Pruning Guidelines (1995). No pruning shall involve more than 25% of bulk material removed from the trees, and tip tinning will be the requirement for the majority of trees in this contract. Work shall also include the repairs and/or replacement of existing improvements affected by the work to their original condition and the necessary "cleanup" to restore the work site(s) to a satisfactory condition. All work shall be done in compliance with the standards, objectives and practices as described in section B (Pruning Requirements).

### B. PRUNING REQUIREMENTS

1. **Safety Standards:**
  - a) American National Standard Institute publication – Z133.1-2000, hereinafter referred to as "ANSI-Z133.1-2000", incorporated by this reference, shall be made a part of and included in the specifications as the safety requirements. In addition to meeting qualified tree worker's qualifications, all employee and equipment worked within ten-foot proximity of energized conductors in excess of 750 volts shall be qualified line-clearance tree trimmers or qualified line-clearance tree trimmer trainees using approved tools and equipment.
  - b) Contractor shall, prior to commencing work, provide to the City documented proof that its employees have participated in an appropriate training program and copies of certifications that its equipment and tools have passed Dielectric Tests.
  - c) All incidental power and hand tools shall have passed Dielectric Tests, where required.
  - d) Contractor shall adhere strictly to all OSHA safety requirements.
2. **General Tree Maintenance Standards** – The general ISA pruning guidelines shall be followed during all types of pruning assignments.

- a. **References** – The following references shall be included as authoritative references; and unless explicitly addressed in these specifications, pruning techniques shall be consistent with these references:
- 1) *Arboriculture: Integrated Management of Landscape Trees, Shrubs and Vines*, 3<sup>rd</sup> Edition, R.W. Harris, James R. Clark, Nelda Matheny, 1999.
  - 2) *ANSI A300. Standard Practices for Tree, Shrub and Other Woody Plant Maintenance*, American National Standards Institute, Washington D.C., 2001.
  - 3) *Tree Pruning Guidelines*, International Society of Arboriculture, Savoy, IL, 1995
  - 4) *Tree Pruning: A Worldwide Photo Guide*, A.L. Shigo, Durham NH, 1989.
- b. **General Pruning Objectives** – The primary objective of street tree pruning in the City of Turlock is structural integrity and public safety. Where identifiable, tree hazards are mitigated to reduce risk to the public. Following are the primary objectives of pruning trees.
- 1) **Crown Cleaning** – *The removal of dead, dying, diseased, crowded, weakly attached, low-vigor branches from a tree's crown.* Crown cleaning shall be performed on all City trees specified. This procedure is specifically intended to remove hazardous or potentially hazardous limbs. It is not intended as thinning or "opening up" a tree's canopy.
  - 2) **Crown Raising** – *The raising of lower branches of a tree to provide clearance for vehicles, pedestrians, signage or traffic signals.* All trees shall be evaluated for crown rising. This is one of the primary functions of City tree pruning. The ideal canopy shall allow for a least ½ of the tree's foliage in the lower 2/3 of the tree's height as measured from the soil line to the top of the tree's canopy. **The standard in Turlock is to allow a minimum street clearance of sixteen (16) feet but not more than twenty (20) feet, between the lowest limb or foliage of such trees and the public street and sidewalk clearance of seven (7) feet but not more than 10 (ten) feet between the lowest limb or foliage and the public sidewalk.** For trees less than 30 feet tall, temporary scaffold branches below the 16-foot or 7-foot height standard shall remain on the tree--especially in areas where such removal either puts less than ½ the foliage in the lower 2/3 of the tree or removes more than 25% of the leaf area or both. Such branches can be headed back to provide vehicular or pedestrian clearance, as necessary.
  - 3) **Crown Thinning** – *Selective removal of branches to increase light penetration and air movement through the tree and reduce the overall weight of scaffold branches.* Thinning shall remove entire primary, secondary or tertiary lateral branches back to their points of origin. Crown thinning shall be limited to weight reduction--especially for *Pistacia Chinensis* street trees. City-owned trees **shall not** be thinned to expose the scaffold branches. "Lion Tailing," or the stripping of interior foliage, is not permitted. Interior foliage shall remain in the tree but may be headed back to reduce total branch weight, if necessary.
  - 4) **Crown Reduction** – *Thin out or head back branches of a tree to reduce the tree's size in either height or spread or both.* All *Liquidambar* trees shall be

considered for crown reduction pruning--especially very large trees (greater than 30 feet) where co-dominant laterals have not been reduced. Long scaffold branches with little taper and excessive end weight shall be reduced in length. Larger *Pistacia Chinese* and *Magnolia grand flora* trees shall be considered for crown reduction if they extend over residential structures. Severe crown reduction that requires removal of very large limbs, i.e. greater than 6 inches in diameter, shall require written authorization by the Public Facilities Maintenance Manger.

c. **General Pruning Objectives**

- 1) ***Reasons for Pruning*** – All pruning of all trees shall be done for a specific reason. Pruning shall include Crown Cleaning for all trees, Crown Raising for all trees to meet the clearance standards, and Crown Reduction for those species where branch length and weight present a potential structural problem for a specific tree. Crown thinning, aesthetic or sculptural pruning shall not be performed on any tree except as specifically directed by the Public Facilities Maintenance Supervisor.
- 2) ***Precut / undercut*** – All limbs one inch in diameter (size of quarter) or over shall be precut on the underside of the limb to prevent splitting or ripping of bark. The final cut shall be from the top and distal to the undercut.
- 3) ***Rope Lowering of Limbs*** – All branches that cannot be dropped safely or controlled by hand shall be lowered to the ground by using a proper rope procedure. All limbs, which may damage structures, utilities, or landscaping beneath tree, shall be safely lowered by rope.
- 4) ***Painting / Wound Dressing*** – Pruning cuts shall not be coated with paint or wound dressing compound.
- 5) ***Final Pruning Cuts*** – Final pruning cuts shall be made without leaving a stub and in a manner to favor the earliest possible covering of the wound by callus growth. This requires that the wound be as small as practicable, that the cut be just outside the branch-bark ridge, and that the cambial tissue at the edge of the cut is alive and healthy. Extremely flush cuts, which produce large wounds and weaken the tree at the cut, shall be avoided.

d. **Tree Maintenance Definitions**

- 1) ***Branch Bark Ridge*** – Raised area of bark in the branch crotch that marks where the branch wood and trunk wood meet.
- 2) ***Callus*** – New growth made by the cambium layer around wounds.
- 3) ***Cambium Layer*** – Growing point between the bark and sapwood (xylem).
- 4) ***Crown/Canopy*** – The upper portion of the tree that contains the tree foliage (leaves) – excludes basal suckers or sprouts.

- 5) **Cut** – Exposed wood area that remains after the branch or branch part has been removed.
- 6) **Drop Crotch** – Older terminology that conveyed severe crown reduction by removal of major branches, typically lowering the height of the tree. This process usually eliminates the natural structure of the tree by removing the leader to major scaffold branch.
- 7) **Dormant** – A condition of non-active growth. Deciduous trees are considered dormant from the time the leaves fall until new foliage begins to appear.
- 8) **Heading/Cut** – The cutting of branch or stem back to a stub, small branch or bud that is too small to take over the terminal role.
- 9) **Lateral Branch** – A branch or sub-branch of a tree that arises from the trunk or scaffold branches.
- 10) **Rising** – The removal of lower branches for clearance between the ground and canopy of the tree.
- 11) **Parent Stem** – The main trunk system of the tree. This includes the single or multiple trunks of a single tree.
- 12) **Precut or Precutting** – The removal of a branch at least six inches beyond the finished cut to prevent splitting into parent stem or branch.
- 13) **Sap Flow** – The course assumed by sap in its movement through a tree.
- 14) **Scaffold Branch(s)** – The main (primary) branches that arise for the trunk(s) of the tree that form the basic structure (architecture) of the tree.
- 15) **Scars** – Natural or man-made lesions of the bark in which wood is exposed.
- 16) **Suckers** – Abnormal growth of small branches usually not following the general pattern of the tree.
- 17) **Terminal Role** – A branch or main stem (trunk) that is the growing terminal point or points of the tree. Typically, the terminal branch will direct new growth throughout the end or terminal buds of the branch.
- 18) **Thinning/Cut** – The removal of a branch in its entirety back to its point of origin or to the branch or stem from which it arises. Typically, thinning cuts allow a tree to redistribute the growth throughout the remaining branch(s) of the tree. This is in contrast to a heading cut that shortens a branch to a point that does not allow the tree to redistribute the growth, consequently forcing vigorous, usually vertical growth at the end of the headed branch.
- 19) **Tracing** – Cutting of the bark along the lines of sap flow of a wound to remove loose bark and to encourage healing around the wound area.

20) **Topping** – The indiscriminate removal of a tree's trunk and main branches back to stubs or small branches to primarily reduce the height of a tree.

21) **Waterspouts** – A shoot arising from a latent, adventitious bud that has sprouted along a branch in response to a stimulus.

### 3. Pruning Requirements

- a. All cuts shall be made sufficiently close to the parent stem so that sealing can readily start under normal environmental conditions but not as close to cut below the branch bark ridge.
- b. All limbs greater than one inch in diameter (size of a quarter) shall be precut to prevent splitting. All branches 3-1/2 inches in diameter or larger shall be lowered to the ground using the proper ropes.
- c. When working on a diseased tree where there is a danger of transmitting the disease to healthy trees, tools shall be disinfected with alcohol after each cut and between trees.
- d. On scars or wounds where callus growth is not already established, trace the scars or wounds to firm cambium tissue unless other treatment is designated by the Public Facilities Maintenance Supervisor.
- e. All girdling roots visible to the eye shall be reported to the Public Facilities Maintenance Supervisor.
- f. Any structural weakness, decayed trunk or branches, split crotches, and/or branches or heavy limbs with potential for failure shall be immediately reported to the Public Facilities Maintenance Supervisor who will determine the course of action.
- g. When making crown reductions, shorten branches or leader to the lateral that is at least one-half the diameter of the branch being removed. Cuts to laterals that are less than one-half the diameter of the branch being removed shall be at the direction and approval of the Public Facilities Maintenance Supervisor.
- h. In reducing a tree's overall size, attention shall be given to symmetrical appearance. The tree's form should conform to the habit and character of the species.
- i. On thin bark trees, such as magnolia, avoid removing foliage that exposes inner bark to the sun. Where trees have foliage or short shoots along a branch, especially in response to previous exposure to sunlight, leave foliage on the tree. Where waterspouts are greater than twelve inches long, they should be headed back to twelve inches rather than removed.
- j. Contractor's employees shall not use climbing spurs when climbing any street tree. Pruners/climbers shall always use rope and saddle when entering and working in a tree.

- k. Unless heading cuts are required, pruning cuts should be made so that the diameter of any remaining branch at the point of attachment is one-half or less in diameter than the branch from which it arises.
- l. In general, the reduction in the size of a tree should not remove more than one-fourth of the total foliage area in a single year.

**C. RATES**

Rates for services shall be:

Labor Rates:

Hourly Crew type A Labor straight time:	\$100.33 per hour
Hourly Crew type A Overtime rate over 8 hours:	\$119.39 per hour
Hourly Crew type A Double time rate:	\$136.46 per hour
Hourly Crew type B Labor straight time:	\$142.96 per hour
Hourly Crew type B Overtime rate over 8 hours:	\$170.12 per hour
Hourly Crew type C Double time rate:	\$194.43 per hour
Hourly Crew type S Labor straight time	\$45.73 per hour
Hourly Crew type S Overtime rate over 8 hours:	\$54.41 per hour
Hourly Crew type S Double time rate:	\$62.19 per hour
Unit (tree) price for Crew type A:	\$64.00 per unit
Unit (tree) price for Crew type B:	\$64.00 per unit
Unit (tree) price for Crew type S:	\$64.00 per unit
Parts and supplies:	At cost

The City neither implies nor guarantees a specific level of usage, if any, under this Agreement.

Rates shall remain firm for the entire contract period.

**D. CONTRACTOR REQUIREMENTS**

1. **Examination of Site** – The successful Contractor shall be responsible for examining each job site and comparing it with all specifications and contract documents and for having satisfied itself as to the conditions under which the work is to be performed before entering into this contract. Further, no allowance shall subsequently be made on behalf of the Contractor on account of an error, negligence or failure to acquaint itself with the conditions of each site or of the streets or roads approaching each site.
2. **Quantities** –The tree quantities listed in these specifications are estimates only and being given to form a basis for the comparison of bids. The City does not guarantee that the actual amount of work will correspond to the work described in these specifications, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit items or portion of the work that may be deemed necessary by the Supervisor of Trees and Landscape.

3. **On-Site Staffing Requirements** – There shall be a minimum of one contractor-employed certified Arborist supervising the work and a minimum of one certified tree worker on the job at all times.
4. **Contractor Qualifications** – To be eligible and qualified for this project, bidder must have the following minimum qualifications and experience:
  - a. Must be licensed under the provisions of Chapter 9, Division 3 of the Business and Professional Code of the State of California to do the type of work contemplated in this project. The general class or type of work called for requires a Class “C-27” or “D-49” Contractor’s License. The successful Contractor shall maintain this license for the duration of the work.
  - b. Must have been in business performing tree pruning for a minimum of five (5) consecutive years prior to the date set for receipt of bids and must demonstrate experience by providing detailed information about at least three projects of similar (or larger) size and complexity to the proposed project. References shall be listed in the Bid Form/ Additional Information section.
  - c. Must satisfy all bid requirements.
  - d. Must prove to the City’s satisfaction that it has the required qualifications, skill and experience as well as the necessary facilities and equipment to perform the specific work in a satisfactory manner as identified in the bid specifications. In this regard, bidder shall provide all supplemental information required by the City.
  - e. Must have staff Arborists and tree workers certified by the Western Chapter of the International Society of Arboriculture.
5. **Notification and Relations with Property Owners**
  - a. ***Notification*** – When applicable, Contractor shall notify all affected residents by hanging a completed door tag on the doors of the affected homes at least forty-eight (48) hours in advance of all work being done on their frontage to arrange for removal of vehicles from the work area. Additionally, “No Parking” signs shall be posted on the street forty-eight (48) hours in advance, if necessary. Property owners shall be provided access to their property over both walkways and driveways at all times. Contractor shall provide all necessary bridges or ramps and/or construct work in stages to allow access. All costs involved in providing access shall be included in the amount bid for the various bid items, and no additional compensation will be allowed. The City shall furnish door tags and “No Parking” signs.
  - b. ***Complaints*** – Should complaints occur; the Public Facilities Maintenance Supervisor or his designee may require Contractor to delay pruning until the complaint is resolved by the City. Further, the City shall not be liable to Contractor for any additional delay caused by the need to resolve any such dispute. If objection to the pruning occurs while work is in progress, Contractor shall immediately stop work on tree or trees in question and attempt, to the best of Contractor’s abilities, to resolve the dispute. If Contractor cannot promptly resolve the complaint, Contractor shall immediately notify the Public Facilities Maintenance Supervisor or His designee. Work shall not resume on the disputed tree or trees until City settles complaint.

- c. **Delays** – Contractor shall assume that delays will occur while the City attempts to resolve citizen complaints and shall be prepared to move on to the next scheduled tree work.
  - d. **Public Relations** – Contractor shall be aware that he/she is an integral part of a continuing City service to which the citizens are accustomed. All public contact shall be courteous, congenial, and informational only. Discourtesy will NOT BE TOLERATED.
6. **Protection of Property** – Contractor shall maintain the work site in as clean and debris-free condition as is feasible. Contractor shall not pile debris or equipment, or otherwise trespass on private property, unless it has obtained specific permission from the property owner. Contractor shall take reasonable precautions to cause the least possible damage to existing improvements and landscaping in the work area on both public and private property.
7. **Disposals and Cleanup**
- a. At the end of each day or any time tree pruning is suspended at a given location, Contractor shall remove all equipment, debris, or any other obstructions from the roadway and public right-of-way to assure the roadway is open and clear for use by public traffic.
  - b. All tree trimming and debris resulting from tree care work shall be promptly removed from the work site and properly disposed of at Contractor's expense, except for usable wood chips as listed below (Item "e").
  - c. As a disease prevention measure, all wood trimmings or wood chips from diseased trees shall be properly disposed of at the refuse disposal site.
  - d. Contractor shall observe the following wood disposal policy of the City. Usable wood shall be cut into lengths manageable by one person except when tree trunk sizes make it impractical to do so. Contractor shall not leave cut wood unless the property owner or owners have specifically requested it.
    - 1. Owner of property on which a tree is growing shall have first choice over any usable wood collected from such trees.
    - 2. Any City resident who requests usable wood at time of cutting shall have the second choice of such wood.
  - e. Usable wood chips will be delivered at a specific job site as directed by City Staff.
  - f. Upon completion of tree pruning or other tree care work, the area shall be cleaned to a condition at least equal to that, which existed when work was started. Undergrowth and adjacent shrubbery or trees sustaining broken branches or other injury resulting from this operation shall receive corrective treatment.
  - g. All costs for disposal and cleanup shall be included in bid pricing, and no additional special compensation will be allowed.

8. **Dust and Noise Control** – Contractor shall provide a relatively “dust free” project. The work areas shall be sprinkled as often as necessary to alleviate or prevent dust nuisance. A dust palliative may be used as an alternate to water at Contractor’s option.

No separate payment will be made for any work performed or material used to control dust caused by Contractor’s performance of the work, either inside or outside the right of way. All costs for dust control shall be included in bid pricing, and no additional special compensation will be allowed.

Equipment shall be operated in a manner, which will minimize offensive noise. When tree trimmings have been chipped, chipper shall be moved as close as practical to the next tree or trees to be pruned. Chippers shall not be operated in one location for extended periods of time.

9. **Equipment** – All tools shall be clean, sharp and in proper working order and shall be checked for safety before each job. All trucks, chippers, and other heavy equipment shall be in good operating condition at all times, well maintained, and operated in compliance with all applicable laws and regulations.

10. **Public Convenience and Safety** – Contractor shall conduct its operations so as to cause the least possible obstruction and inconvenience to public traffic. All traffic shall be permitted to pass through the work area. Contractor shall furnish, erect and maintain sufficient warning and directional signs as well as barricades and lights and shall furnish sufficient flagmen to give adequate warning to the public at any time dangerous conditions exist due to tree work. Contractor shall obtain approval from the City Traffic Engineer for any detours required in connection with the work.

In general, for minor streets, at least one traffic lane shall be maintained open in each direction. However, if only one lane is open, a flagman must be present. For major streets, the City Traffic Engineer shall approve proposed traffic control before the work is started. However, in general, at least one traffic lane in each direction shall be kept open; and the moving lanes shall not be closed during the morning and evening peak traffic periods. Contractor is alerted to the high volumes of traffic on some streets, which are part of this contract. Contractor shall perform all work in compliance with these specifications, OSHA requirements, and State of California Safety Regulations. Furnished equipment, materials and services shall comply with all OSHA standards and regulations, and all applicable governmental laws and orders. Vehicle will not be driven onto the area to be maintained unless materials are too heavy for a person to carry to the area. The Contractor acknowledges that the City is relying on the Contractor to ensure such compliance.

All traffic control costs shall be included in bid pricing, and no additional special compensation will be allowed.

11. **Existing Utilities** – It is the Contractor’s responsibility to verify the location of all existing utilities, including P.G. & E., P.T.&T., California Water Service, Tele-Communications (cable television), and Air Products (nitrogen gas line). Contractor shall coordinate the work with the respective utility companies. Contractor is required to call Underground Service Alert (USA Center at (800) 642-2444, forty eight (48) hours in advance of any excavation activity, so that all existing underground facilities can be located and marked.

12. **Water** – All costs and expenses for water used on the project shall be included in the applicable items on the Bid Pages, and no extra compensation shall be paid to the Contractor for water. You must obtain a Hydrant Permit for the purchase of potable water from the City of Turlock Municipal Services (City Hall) at 156 S. Broadway, Ste 270 or call (209) 668-5590 or (209) 668-5599 Ext. 4404.
13. **Coordination of Work** – Contractor shall coordinate all tree care work activity with the Public Facilities Maintenance Supervisor, or his designee. Contractor's designated representative and the City's representative together shall exercise control of the contracted work. If necessary, the City Traffic Engineer will also issue special instructions, depending on circumstances. Contractor shall establish a uniform time schedule for the performance of routine tree work and shall ensure compliance with specified hours of work or special tree care requirements included in these specifications. Following contract award, the Public Maintenance Supervisor, or his designee, shall schedule a pre-work conference with the following in attendance:
- a. City Traffic Engineer or his designee
  - b. Contractor's Representative
  - c. City Public Facilities Maintenance Supervisor
- All cost of coordinating work with utility companies, other contractors, and City crews shall be included in bid pricing; and no additional special compensation will be allowed.
14. **Inspections** – Contractor shall notify the City Public Facilities Maintenance Supervisor, or his designee, twenty-four (24) hours in advance of "Move-on". Daily work inspections by the City shall be conducted during normal working hours, and designated City staff shall have access at all times to the work being performed. Contractor shall maintain full knowledge with respect to the progress and quality of the work being performed. Should any inspection report indicate failure to satisfactorily maintain and execute the work, Contractor shall immediately rework the area as directed by the Public Facilities Maintenance Supervisor, his designee at no cost to the City.
15. **Authority** – The Public Facilities Maintenance Supervisor or his designee shall decide any and all questions about the quality or acceptability of work performed and about the manner of performance and/or rate of progress of the work. This includes questions about specification interpretation and Contractor's fulfillment of contract requirements.
16. **Deviations** – Deviations from these specifications, if required by unforeseen events, will be mutually determined in all cases by the Public Facilities Maintenance Supervisor or his designee and Contractor.
17. **Temporary Suspension of Work** – The Public Facilities Maintenance Supervisor or his designee shall have the authority to suspend the work wholly or in part, for as much time as deemed necessary, due to unsuitable weather or any other condition considered unfavorable for suitable execution of the work.
18. **Suspension of Contract** – If, in the opinion of the Public Facilities Maintenance Supervisor, or his designee, Contractor has failed to supply an adequate workforce or equipment or has failed to execute the work with due diligence as required under the terms of the contract, written notice shall be provided to Contractor. Should Contractor neglect or refuse to

provide means for satisfactory compliance with the contract, within the time specified, the Public Facilities Maintenance Supervisor or his designee shall have the authority to suspend the operation of Contractor and commence termination of the contract.

19. **Quality of Work** – All unsatisfactory work shall be remedied at no additional cost to the City and in a manner acceptable to the Public Facilities Maintenance Supervisor, his designee, or his designee. Any work performed outside requirements of these specifications or any extra work done without written authority from the City will be considered unauthorized and not eligible for remuneration. Upon Contractor's failure to comply with specifications or City directives, the City reserves the right to remedy the unsatisfactory work by using City employees or those of another contractor and to deduct the cost thereof from any monies due, or to become due the Contractor.
20. **Superintendence** – Contractor must provide for adequate supervision of its employees and inspection of all work performed to insure that each requirement of these specifications is consistently met. A fully-qualified supervisor representing Contractor shall be readily available to meet with the Public Facilities Maintenance Supervisor or his designee, as needed, for the purpose of correcting problems, resolving conflicts and complaints, reviewing work schedules, and complying with personnel and equipment requirements.
21. **Character of Workers** – Contractor agrees to remove from service any employee of the Contractor who, in the opinion of the City, is not performing the services in a proper manner or who is incompetent, disorderly, abusive, insubordinate, dangerous, disruptive, or otherwise objectionable. Contractor shall in NO way interpret such removal to require dismissal or other disciplinary action of the employee. Contractor shall prohibit the use of alcoholic beverages or drugs of any nature, except those for medical purposes, by drivers and crewmembers. Employees shall be properly and neatly clothed and shall behave in an efficient manner. It shall be Contractor's responsibility to communicate with its employees and make them aware of all City requirements as set forth in these specifications.
22. **Final Acceptance** – Contractor shall provide written notice to the City that the work is ready for final inspection and acceptance. Notice shall communicate to the Public Facilities Maintenance Supervisor that the Contractor has carefully inspected all portions of the work, that all specifications have been reviewed in detail and that all conditions of the contract have been fulfilled.

#### **E. PREVAILING WAGE PROVISIONS**

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720), Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work. Information on the prevailing rate of per diem wages is available by calling the State of California Labor Market information (LMI) at 415-703-4780 or on the internet at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) (Refer to section 5.03 of the General Provision, August 2007 edition, for further information).



## Council Synopsis

50

March 13, 2012

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From: Robert A. Jackson, Chief of Police

Prepared by: Mayra Lewis, Turlock Police Department Officer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving a Fortune Telling Permit for Ms. Janet Adams operating Psychic & Taro Card Readings by Janet, located at 149 W. Canal Drive, owned and operated by Ms. Janet Adams

### 2. DISCUSSION OF ISSUE:

Ms. Janet Adams submitted a request for a fortune telling permit renewal February 17, 2012 for Psychic & Taro Card Reading by Janet to conduct business Monday through Sunday between the hours of 10:00 A.M. and 10:00 P.M. An investigation was completed per the Turlock Municipal Code. The applicant, Ms. Janet Adams, complied with TMC Sections 5-3-03 through TMC 5-3-05.

No disqualifying information was learned from the background investigation. Ms. Janet Adams' application was found to be complete and truthful.

### 3. BASIS FOR RECOMMENDATION:

The recommendation is based on Turlock Municipal Code Section 5-3-03 which states: No person shall conduct, engage in, carry on, participate in, or practice fortune-telling, or cause the same to be done, for pay without having first obtained a permit as required in the above mentioned Turlock Municipal Code.

This permit request, if granted, does not appear to cause a significant risk to the public's peace, safety, health, or general welfare. If the permit is to be granted to the business, they would be obligated to follow all of the set rules and regulations, as stated in the Turlock Municipal Code (TMC).

**Strategic Plan Initiative:** B. PUBLIC SAFETY

**Goal(s):** b. Police Department

iv) Work with our business community to provide prompt and efficient communication, support, and service to assist businesses in being successful.

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

**Fiscal Impact:** The applicant shall pay, upon making an application to operate a Fortune Telling business, a fee established by resolution of the City Council of \$100 for renewal.

**Budget Amendment:** N/A

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

Recommend Approval.

**6. ENVIRONMENTAL DETERMINATION:**

None

**7. ALTERNATIVES:**

Council may deny permit.

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

**IN THE MATTER OF APPROVING A FORTUNE }  
TELLING PERMIT FOR MS. JANET ADAMS }  
OPERATING PSYCHIC & TARO CARD }  
READINGS BY JANET, LOCATED AT 149 W. }  
CANAL DRIVE, OWNED AND OPERATED }  
BY MS. JANET ADAMS }  
\_\_\_\_\_ }**

**RESOLUTION NO. 2012-**

**WHEREAS**, Ms. Janet Adams has applied for a Fortune Telling permit to operate a Fortune Telling Business at 149 W. Canal, Turlock, CA, within the city limits of the City of Turlock; and

**WHEREAS**, The City Council, upon review and the advice of the Chief of Police, has considered the public peace, safety, health, and general welfare will not be endangered or jeopardized by the issuance of the Fortune Telling Permit; and

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Turlock does hereby order the City Clerk to issue a Fortune Telling Permit to Ms. Janet Adams to operate the Psychic & Taro Card Readings by Janet located at 149 W. Canal, Turlock, CA, within the city limits of the City of Turlock, to expire in accordance with the City of Turlock business license issued to same, unless extended by Resolution. The permit is issued subject to the following conditions

1. The applicant, and the applicant's employees, are to obey all laws of the United States, the State of California, Stanislaus County, Turlock Municipal Codes, Ordinances, Resolutions, and the lawful direction of the Chief of Turlock Police Department; and
2. Graffiti on the building will be painted over by the owner within five (5) days of notice of such; and
3. The applicant is to immediately notify Turlock Police Department, in writing, prior to any changes in business operating conditions. These changes may include, but are not limited to, changes in business address, hours of operation, and the addition of employees; and
4. Any violation of the provisions of this Resolution or any of the conditions established herein will cause the revocation of this permit. Notice of such revocation will be given in writing by the City Clerk in accordance with, and pursuant to City of Turlock Municipal Code Section 3-1-609.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of March 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

5P

March 13, 2012

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From: Robert Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the approval and execution of the City of Turlock to enter into a thirty-six (36) month, minimum term, subscriber agreement with West/Thomson Reuters for the provision of CLEAR Services for the Police Department

### 2. DISCUSSION OF ISSUE:

The Turlock Police Department has the expectation and responsibility to provide the community with the best investigative services at the most fiscally conservative manner possible. A valuable resource for officers and investigators in that endeavor has recently been determined to be an Internet-based records access resource known as "CLEAR."

CLEAR is a premium search engine that provides Web access and analytics from more than one trillion pages – 500 times as many as is normally reached in an ordinary Web search. The information draw includes text and photos from: social networks, blogs, and chat rooms; business information sites; official watch lists of sex offenders, felons, terrorists, and terrorist organizations; and hundreds of U.S. and international newspapers, magazines, and newswires.

The Web analytics component of the program enables an officer to quickly see the specific Web information that is most useful to his/her investigation, filtering miscellaneous or superfluous information that would otherwise hinder an investigation's progress. This, in turn, will enable current staff to be able to better handle enhanced caseloads, a strategy for providing reduced personnel costs.

CLEAR's access to tens-of-thousands of public and private sector databases enables the consolidation of the information into a concise and precise end product. The "reach" of CLEAR far surpasses current Web resources the Department has access to.

A recent live Web-based demonstration of the technology enabled one of our investigators to locate a suspect in an open case, a case that was otherwise stalled. The information obtained during the brief demonstration revealed a much more comprehensive platform than the current similar program the Police Department has access to now, Entersect. The Department would like to discontinue access to Entersect (a cost of \$84.95 per month) when obtaining access to CLEAR.

The cost of CLEAR has been quoted at \$130.90 per month for the first twelve (12) months of the thirty-six (36) month contract – to begin at the time of initial processing of the contract by the provider.

The cost could, and would be expected to, increase by five (5) percent for the second twelve (12) months and another five (5) percent for the final twelve (12) months of the contract. The cost for the second and third years of the contract would be - \$137.45 and \$144.32, respectively, per month.

The added cost could be accommodated through current budgeted funding from:

Account # 110-20-200-44001\_011.

### **3. BASIS FOR RECOMMENDATION:**

Staff is recommending the authorization for the contract based on the expected benefit to the Department and community.

**Strategic Plan Initiative:** C. POLICY INITIATIVE – PUBLIC SAFETY.

**Goal(s):** b. (iii) Pursue operational cost reduction strategies, to include, but not limited to:

b. Adoption of technology to reduce staffing levels

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

**Fiscal Impact:** Minimal. Cost of the new program (CLEAR) over the cost of the old/current program (Entersect) – Approximately

- \$200 for the remainder of FY 2011/2012
- \$675 for FY 2012/2013
- \$720 for FY 2013/2014
- \$480 for FY 2014/2015 (the eight (8) months remaining in the thirty-six (36) month contract).

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Decline to enter into the contract agreement with the new provider, WEST/Thomson Reuters for their resource, CLEAR, and maintain the current Web-based program, Entersect.

<b>Check West account status below as applicable:</b>		Rep Name & Number <u>JON LIU 95944</u>	
New <input checked="" type="checkbox"/> (NACI Form attached)		Existing with no changes <input type="checkbox"/> Existing with changes <input type="checkbox"/> (Permanent name change must attach a Customer Name Change Form)	
Does Subscriber have an existing West account?			
<input type="checkbox"/> Yes If yes, please provide West account number _____		<input checked="" type="checkbox"/> No	
Acct # _____	PO # _____	Date _____	
Name/Subscriber <u>Turlock Police Department</u>		Bill To Acct # _____	
Order Confirmation Contact Name <u>Ron Reid</u>			
E-Mail <u>rreid@turlock.ca.us</u>			
CLEAR Contact Name (for delivery of Registration Keys. Individual users will also receive their Registration Keys if their e-mail addresses are provided)		<u>Russell Holeman</u>	
E-Mail <u>RHoleman@turlock.ca.us</u>	Telephone <u>(209) 668-5550 ext. 6622</u>		
CLEAR Primary Account Contact Name (general business contact) <u>Russell Holeman</u>			
E-Mail <u>RHoleman@turlock.ca.us</u>	Telephone <u>(209) 668-5550 ext. 6622</u>		
Permanent Address Change <input type="checkbox"/>		One-Time Ship To <input type="checkbox"/>	Additional Ship To <input type="checkbox"/>
Name _____		Attn: _____	
Address _____		Suite/Floor _____	
City _____	State _____	County _____	Zip _____

\*\*\*REQUIRED\*\*\*  
  
IF NEEDED

**CLEAR Products**

Full Svc #	CLEAR Products	# of Users at Subscriber's Location	Monthly Banded	Other	Total Monthly CLEAR Charges
41011056	CLEAR Plus Web Analytics	1			\$130.90

Notes:

Total Monthly CLEAR Charges \$ 130.90

CLEAR Charges are billed on the date West processes Subscriber's order and continue for a minimum of 12 complete calendar months ("Minimum Term"). If Subscriber elects a longer Minimum Term the Monthly CLEAR Charges will be billed as set forth herein. Upon conclusion of the CLEAR Minimum Term, Monthly CLEAR Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly CLEAR Charges (after the Minimum Term) may be modified as set forth in the Subscriber Agreement (as defined herein). Subscriber is responsible for all Excluded Charges as incurred.

**Subscriber's Initials for 24 Month CLEAR Minimum Term** Subscriber agrees to commit to a Minimum Term of 24 months and the Monthly CLEAR Charges for the second 12 months not to increase by more than \_\_\_\_\_% over the Monthly CLEAR Charges for the initial 12 months.

**Subscriber's Initials for 36 Month CLEAR Minimum Term** Subscriber agrees to commit to a Minimum Term of 36 months and the Monthly CLEAR Charges for the second 12 months not to increase by more than 5% over the Monthly CLEAR Charges for the initial 12 months and Monthly CLEAR Charges for the third 12 months not to increase by more than 5% over the Monthly CLEAR Charges for the second 12 months.

In the event Subscriber is a corporation accessing CLEAR Services on its own behalf and on behalf of any government agency or entity, Subscriber must execute and submit to West separate agreements for each use case and be credentialed separately for each use case.

*OK for Agenda*  
[Signature]

	<b>CLEAR Batch Transactional</b>	
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Full Svc #	CLEAR Batch Products	# of Users	Other

**Notes:**

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. CLEAR Charges for Subscriber's access to and use of CLEAR Batch shall begin when Subscriber first accesses CLEAR Batch and are subject to change as set forth in the "Subscriber Agreement" (as defined herein). At the end of the Minimum Term Subscriber access to CLEAR Batch shall terminate unless Subscriber and West enter into a superseding agreement. CLEAR Charges for CLEAR Batch shall be billed at then-current Schedule A rates. CLEAR Charges are subject to change as set for the in the "Subscriber Agreement" (as defined herein).

Subscriber's Initials for longer Minimum Term. Please check:  24 or  36 month Minimum Term.

<b>Office Use Only</b>
<b>OF instruct: Enter a discount of 100% - in the Condition Group 1 field on Additional Data A tab.</b>

	<b>CLEAR Batch Window</b>	
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Full Svc #	CLEAR Batch Products	List	Other	Monthly Guarantee	# of Users	Monthly Window

Access to CLEAR Batch shall begin on the date West processes Subscriber's Order and shall continue for a minimum of 12 complete calendar months thereafter ("Minimum Term"). Subscriber may elect a longer Minimum Term by his/her initials below. During the Minimum Term, Subscriber shall guarantee minimum monthly CLEAR Charges as set forth above ("Monthly Guarantee") regardless of Subscriber's actual usage. All CLEAR Charges shall be waived for Subscriber's actual usage in excess of the Monthly Guarantee through the window ("Window"), as set forth above. Subscriber shall pay all CLEAR Charges in excess of the Window as incurred, as well as any other applicable CLEAR Charges. CLEAR Batch requests must be submitted at least five (5) business days prior to the end of a billing month in order to apply against the Monthly Guarantee or Window for such month. CLEAR Charges are subject to change as set for the in the "Subscriber Agreement" (as defined herein). At the end of the Minimum Term Subscriber's access to CLEAR Batch shall terminate unless Subscriber and West enter into a superseding agreement.

Subscriber's Initials for longer Minimum Term. Please check:  24 or  36 month Minimum Term.

	<b>Usage Logging</b>	
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All subscribers will be restricted to "standard logging"; provided, however, authorized law enforcement agencies with arrest powers may request that user input values entered in a search or report be "blind logged". Authorized law enforcement agencies choosing Blind Logging must initial below: West reserves the right to change the logging type based on credentialing and account validation.

Subscriber initials if Subscriber is an authorized law enforcement agency with arrest powers and requests Blind Logging

Required for, and applicable to, only accounts with arrest powers.

	<b>Subscriber Certification Section</b>	
<b>Required for all accounts that interact with, manage or house inmates or detainees.</b>		

Subscriber Certifications must be completed for every order, including renewals.

Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling product, Internet and network access:



Subscriber's Initials. Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber's responsibility for controlling Internet access.

Subscriber's Initials. Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.

Subscriber's Initials. Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.

Subscriber's Initials. CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:

- In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

**IP Address Section**  
**Only External IP Address(es) or Range(s) Must Be Provided**

Valid External IP Addresses or IP Ranges belonging to your organization and meeting the following requirements must be provided for all CLEAR orders:

- IP Addresses assigned to jurisdictions outside the United States or West approved U.S. Territories are prohibited.
- IP Addresses will not be accepted from the following ranges which are reserved by the Internet Assigned Numbers Authority for special use or private networks: 10.0.0.0 - 10.255.255.255, 127.0.0.0- 127.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255, 169.254.0.0 - 169.254.255.255.
- All IP addresses must be IPv4 addresses.

*Permissible IP Address(es) will be those provided below as well as any previously provided IP Address(es) for this Subscriber*

Subscriber's Internet Service Provider Name \_\_\_\_\_

Provide IP Address(es) or IP Address Range(s) below Additional page(s) may be attached if needed

Beginning IP Address \_\_\_\_\_ Ending IP Address \_\_\_\_\_

Beginning IP Address \_\_\_\_\_ Ending IP Address \_\_\_\_\_

All CLEAR Subscribers will receive roaming access to CLEAR. Roaming permits users outside Subscriber's designated IP Address/Range.

\_\_\_\_\_ Subscriber initials if Subscriber requests that roaming access be blocked. In such event Subscriber's users may only access CLEAR through the IP Addresses provided to West by Subscriber.

If you do not know your company's external IP address(s), try the following:

1. Contact your network administration, firewall or security team
2. Contact your Internet Service Provider, ISP (i.e. Cable, DSL, Satellite, etc.)
3. Go to the following URL in your browser: <http://tools.whois.net/yourip/> or <http://www.whatismyip.com> to identify your external IP address (NOTE: If you have multiple IP addresses, this tool will only detect one IP address)

Technical Contact for CLEAR Products (if applicable) (Contact for IP Address Issues)

Name (please print) \_\_\_\_\_

Telephone \_\_\_\_\_

E-Mail \_\_\_\_\_

REQUIRED

IF APPLICABLE

**CLEAR Users, My Account Administrator and Authorized QuickView+ User**

Last Name	First Name	E-mail Address	Phone Number	IN	AD	AN	SV	TC

If there are additional CLEAR users additional page(s) must be submitted with the order

User Type Key

IN = Investigator  
 AD = Administrator  
 AN = Analyst

SV = Supervisor  
 TC = Technical

**CLEAR Users, My Account Administrator and Authorized QuickView+ User (cont'd)**

Subscriber shall authorize which user shall be named as the My Account Administrator. Access to My Account will allow CLEAR user management, general account information and granting access to other My Account users.

Authorized My Account Administrator for CLEAR

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ E-Mail \_\_\_\_\_ (Required)

Subscriber shall authorize which CLEAR users(s) shall have access to QuickView+. Actual charges billed by West may vary from charges reported on QuickView+. Subscriber shall pay charges as billed. West does not warrant and has no liability with respect to accuracy of charges or other information on QuickView+.

Authorized CLEAR Password Holder for CLEAR QuickView+

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ E-Mail \_\_\_\_\_

**CLEAR Renewals**

Subscriber Certification Section must also be completed for all Subscribers that interact with, manage, or house inmates or detainees.  
 \*Current Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Sub Mail #	CLEAR Products	Current Monthly CLEAR Charges*
Notes		

\_\_\_\_ Subscriber's Initials for 12 Month Renewal Term\*\* Subscriber agrees to commit to an additional 12 months and the Monthly CLEAR Charges for the such additional 12 months shall be \_\_\_\_\_% more than the current Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms.

\_\_\_\_ Subscriber's Initials for 24 Month Renewal Term\*\* Subscriber agrees to commit to an additional 24 months. The Monthly CLEAR Charges for the first additional 12 months shall be \_\_\_\_\_% more than the Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly CLEAR Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly CLEAR Charges for the first additional 12 months.

\_\_\_\_ Subscriber's Initials for 36 Month Renewal Term\*\* Subscriber agrees to commit to an additional 36 months. The Monthly CLEAR Charges for the first additional 12 months shall be \_\_\_\_\_% more than the Monthly CLEAR Charges in effect at the end of the current Minimum Term and/or current Renewal Terms and the Monthly CLEAR Charges for the second additional 12 months shall be \_\_\_\_\_% more than the Monthly CLEAR Charges for the first additional 12 months. The Monthly CLEAR Charges for the third additional 12 months shall be \_\_\_\_\_% more than the Monthly CLEAR Charges for the second additional 12 months.

\*\* Effective at the end of the current Minimum Term ("Renewal Term"). Upon conclusion of the Renewal Term, Monthly CLEAR Charges are billed thereafter at up to then-current rates. Excluded Charges and Monthly CLEAR Charges (after the Renewal Term) may be modified as set forth in the Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber's access to and use of CLEAR shall be governed by the Subscriber Agreement.

**Passwords.** Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED.

**General Provisions.** This Order Form is subject to approval by West Publishing Corporation, ("West") in St. Paul, Minnesota shall become effective upon verification by West of Subscriber's credentials and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any, CLEAR Charges or open account charges remain unpaid 30 days after becoming due, all amounts that are or would become due and payable for the remaining term of Subscriber's Subscriber Agreement shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is non-transferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. West may request a current financial statement and/or obtain consumer credit report on the undersigned individual to determine creditworthiness. West will only request consumer credit information on the undersigned if the undersigned is applying for credit as an individual or if the undersigned's consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

**Returns.** CLEAR Charges are non-refundable.

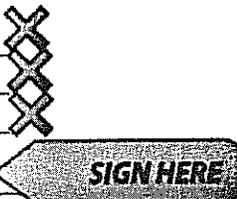
Full Svc #	CLEAR Products to be Lapsed

The CLEAR Services Subscriber Agreement and the applicable Schedule A price plan ("Subscriber Agreement") are hereby incorporated by reference and made part of this Order Form. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Order Form, the terms and conditions of this Order Form shall control. Subscriber by his/her signature below, acknowledges his/her understanding and acceptance of the terms and conditions of the Subscriber Agreement.

Signature X \_\_\_\_\_ **SIGN HERE** Date \_\_\_\_\_ 

**AUTHORIZED REPRESENTATIVE FOR ORDER FORM**

Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature X \_\_\_\_\_



**For Credit Card Transactions only:** Visa \_\_\_\_\_ Master Card \_\_\_\_\_ Am Ex \_\_\_\_\_  
 Card # \_\_\_\_\_ Expir. Date \_\_\_\_\_ Total Amt. to Charge \_\_\_\_\_

**NACI (New Account/Credit Increase) Form**

**WEST®**  
A Thomson Reuters business

New Account  Increase to Credit Limit

Date \_\_\_\_\_

<b>Subscriber Information</b>			
Account Number (if applicable) _____			
Full Legal Name/Business Entity <u>Turlock Police Department</u>			
Doing Business as (DBA) _____			
Attn:/Department (if appropriate) _____			
Street Address <u>900 N. Palm St.</u>		Suite/Floor _____	
City <u>Turlock</u>	State <u>CA</u>	County _____	Zip <u>95380</u>
Main Business Telephone <u>209-664-7321</u>	Fax _____	Country <u>USA</u>	
E-Mail Address <u>rreid@turlock.ca.us</u>		Website Address _____	
E-Billing Contact Name <u>Ron Reid</u>		E-Mail Address <u>rreid@turlock.ca.us</u>	

\*\*\* REQUIRED \*\*\*

**Organization Affiliation (please check if applicable)**

Division of \_\_\_\_\_ Subsidiary of \_\_\_\_\_  
 Representative of \_\_\_\_\_ Branch of \_\_\_\_\_

**Type of Organization (select Single Best Option Below) – REQUIRED if New Account**

<u>Legal (specify)</u>	<u>Government (specify)</u>	<u>Other (specify)</u>
<input type="checkbox"/> Solo Attorney	<input type="checkbox"/> Municipal	<input type="checkbox"/> Sole Proprietor/Commercial
<input type="checkbox"/> Solo Suite	<input checked="" type="checkbox"/> County	<input type="checkbox"/> Academic
<input type="checkbox"/> Small Firm/2-20 (# of attys) _____	<input type="checkbox"/> State	<input type="checkbox"/> Corporation
<input type="checkbox"/> Medium Firm/21-79 (# of attys) _____	<input type="checkbox"/> Federal	<input type="checkbox"/> Reseller
<input type="checkbox"/> Large Firm/80+ (# of attys) _____	<input type="checkbox"/> Tribal	<input type="checkbox"/> Legal Association (e.g. bar assoc.)
		<input type="checkbox"/> Non-Legal Association (e.g. NAACP)

If Appropriate: List Primary Practice Areas: \_\_\_\_\_

\_\_\_\_\_ Check to receive important e-mail notifications and special promotions from West. We will not sell, rent or share your information with others.

**CONTACT INFORMATION:**

Active Partner/Officers Names & Titles: (please attach separate sheet if needed)

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

Accounts Payable Contact: \_\_\_\_\_

Accounts Payable Telephone Number: \_\_\_\_\_

**CREDIT INFORMATION:**

Legal Business Structure:

Corporation  Partnership  LLC, LLP, etc.  Individual Business  Other

Annual Revenue \_\_\_\_\_ Years in Business \_\_\_\_\_

Date Business Started \_\_\_\_\_ Length of Present Ownership \_\_\_\_\_



## Council Synopsis

50

March 13, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Lani Smith, Support Operations Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the approval of the City of Turlock to enter into the Stanislaus County Regional Apprehension Team Memorandum of Understanding

### 2. DISCUSSION OF ISSUE:

On April 4, 2011, Governor Brown signed Assembly Bill 109 (AB 109), which made fundamental changes to California's correctional system. AB 109 realigned custodial and community supervision responsibility for non-serious, non-violent, and non-sex offenders, as well as supervision of lower level adult parolees returning from state prison sentences to counties. Starting October 1, 2011, any offender who was convicted of a non-serious, non-violent felony and is not deemed a high risk sex offender will be placed on local supervision through the Probation Department upon their release from state prison. This population is being referred to as the Post Release Community Supervision (PRCS). Anyone on parole before October 1, 2011, remains under state jurisdiction until they are discharged. In addition, any individual who is serving a term for a current serious or violent offense, a third striker, high risk sex offender, or a mentally disordered offender (MDO) will remain in state parole's jurisdiction.

In the PRCS population, along with any criminal justice population, a certain percentage of individuals will abscond from supervision and will need to be brought back in front of the Court to face appropriate sanctions for their actions. When PRCS offenders fail to report to their probation officer and their whereabouts are unknown, probation officers will request bench warrants from the Court. In an effort to locate noncompliant PRCS offenders, law enforcement agencies in Stanislaus County agree to combine resources and work cooperatively in the apprehension of this population.

The Community Corrections Partnership Executive Committee shall govern the affairs of the Regional Apprehension Team. The Executive Committee is comprised of the Chief Probation Officer (Chairperson), Stanislaus County Sheriff, Stanislaus County District Attorney, Stanislaus County Public Defender,

Modesto Police Department Chief, Presiding Stanislaus County Superior Court Judge and the Director of the Stanislaus County Behavioral Health and Recovery Services. The Executive Committee will meet on an as needed basis to review team operations and will provide direction, guidance and oversight.

*Regional Apprehension Team Officers*

The Regional Apprehension Team will be staffed by personnel referred by the participating law enforcement agencies. The Probation Department will take the lead in organizing and coordinating county operations including notification to the agencies when and where apprehension operations will be taking place. The Probation Department will also notify the agencies on how many officers will be needed for each operation. Pre-operation reports will be sent to all participating agencies prior to each operation along with post-operation reports at the conclusion of each activity. The lead agency will be decided upon prior to each apprehension operation.

This agreement shall remain in effect until June 30, 2014. Participating agencies may elect to terminate the agreement at any time prior to its expiration date. Any agency wishing to do so shall indicate such intent in writing to the Community Corrections Partnership Executive Committee, in care of the Chief Probation Officer. The termination shall be deemed to take effect not less than 30 days after receipt of the written notice or upon a date established by mutual agreement.

**3. BASIS FOR RECOMMENDATION:**

The mission of the Stanislaus County Regional Apprehension Team is to locate noncompliant offenders within Stanislaus County through proactive enforcement.

The use of this regional apprehension team is intended to ensure a well-coordinated, county-wide law enforcement program to locate noncompliant offenders in our county.

**Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY:**

- GOAL(S):**
- A. Create an "efficient" yet effective City government organization
  - C. Ensure the most efficient use of resources and maximize value within department budgets and develop value-added partnerships with public and private agencies, industry, and educational institutions, such as California State University Stanislaus

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

**Fiscal Impact:** None

Participating agencies will be reimbursed for salary costs up to time and one half for time spent participating in RAT operations. Each participating agency will be responsible for expenses associated with vehicle usage for their respective members.

The Community Corrections Partnership Executive Committee will establish a yearly budget to project expenditures necessary for apprehension team operations. Participating agencies shall submit invoices and proper documentation (copies of salary schedules and overtime payroll records) no later than 60 days after the date of the activity for which reimbursement is being requested. Requests made after the 60 day limit can be denied.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Deny the authorization to enter into the Stanislaus County Regional Apprehension Team Memorandum of Understanding.

# STANISLAUS COUNTY REGIONAL APPREHENSION TEAM MEMORANDUM OF UNDERSTANDING

## I. OVERVIEW

On April 4, 2011, Governor Brown signed Assembly Bill 109 (AB 109), which made fundamental changes to California's correctional system. AB 109 realigned custodial and community supervision responsibility for non-serious, non-violent, and non-sex offenders, as well as supervision of lower level adult parolees returning from state prison sentences to counties. Starting October 1, 2011, any offender who was convicted of a non-serious, non-violent felony and is not deemed a high risk sex offender will be placed on local supervision through the Probation Department upon their release from state prison. This population is being referred to as the Post Release Community Supervision (PRCS). Anyone on parole before October 1, 2011, remains under state jurisdiction until they are discharged. In addition, any individual who is serving a term for a current serious or violent offense, a third striker, high risk sex offender, or a mentally disordered offender (MDO) will remain in state parole's jurisdiction.

In the PRCS population, along with any criminal justice population, a certain percentage of individuals will abscond from supervision and will need to be brought back in front of the Court to face appropriate sanctions for their actions. When PRCS offenders fail to report to their probation officer and their whereabouts are unknown, probation officers will request bench warrants from the Court. In an effort to locate noncompliant PRCS offenders, law enforcement agencies in Stanislaus County agree to combine resources and work cooperatively in the apprehension of this population. The use of this regional apprehension team is intended to ensure a well-coordinated, county-wide law enforcement program to locate noncompliant offenders in our county.

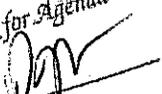
## II. MISSION

The mission of the Stanislaus County Regional Apprehension Team is to locate noncompliant offenders within Stanislaus County through proactive enforcement.

## III. REGIONAL APPREHENSION TEAM ORGANIZATION

### *Community Corrections Partnership Executive Committee*

The Community Corrections Partnership Executive Committee shall govern the affairs of the Regional Apprehension Team. The Executive Committee is comprised of the Chief Probation Officer (Chairperson), Stanislaus County Sheriff, Stanislaus County District Attorney, Stanislaus County Public Defender, Modesto Police Department Chief, Presiding

OK for Agenda  


Stanislaus County Superior Court Judge and the Director of the Stanislaus County Behavioral Health and Recovery Services. The Executive Committee will meet on an as needed basis to review team operations and will provide direction, guidance and oversight.

#### *Regional Apprehension Team Officers*

The Regional Apprehension Team will be staffed by personnel referred by the participating law enforcement agencies. The Probation Department will take the lead in organizing and coordinating county operations including notification to the agencies when and where apprehension operations will be taking place. The Probation Department will also notify the agencies on how many officers will be needed for each operation. Pre-operation reports will be sent to all participating agencies prior to each operation along with post-operation reports at the conclusion of each activity. The lead agency will be decided upon prior to each apprehension operation.

#### IV. FISCAL PROCEDURES

Participating agencies will be reimbursed for salary costs up to time and one half for time spent participating in RAT operations. Each participating agency will be responsible for expenses associated with vehicle usage for their respective members.

The Community Corrections Partnership Executive Committee will establish a yearly budget to project expenditures necessary for apprehension team operations. Participating agencies shall submit invoices and proper documentation (copies of salary schedules and overtime payroll records) to the following address no later than 60 days after the date of the activity for which reimbursement is being requested. Requests made after the 60 day limit can be denied.

Stanislaus County Probation Department  
2215 Blue Gum Avenue  
Modesto, CA 95358  
Attn: Karen Curci

#### V. LIABILITY

Personnel assigned to the Regional Apprehension Team shall be deemed to be continuing under the employment of their respective jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

Each participating agency shall be responsible for the acts of its respective members, as well as for any losses, damages, claims, demands, vehicle accidents or other liabilities arising out of that member's services and activities while participating in the apprehension team. Each participating agency shall also be liable for any and all worker's compensation benefits for their personnel injured in the course and scope of duty while participating in the apprehension team.

Each participating agency, insofar as it may legally do so, agrees to defend, indemnify and hold harmless all other participating agencies, their officers, agents and employees from and against any and all claims and demands whatsoever resulting from their member's negligence in connection with acts or omissions related to this agreement.

## VI. REPORTING

The Adult Division Director of the Stanislaus County Probation Department will be responsible for implementing a reporting system for tracking apprehension team activity and resource utilization. The reporting system will serve as the basis for quarterly reports to the Community Corrections Partnership Executive Committee as well as to ensure an accountability of personnel and resources.

## VII. TERMS OF AGREEMENT

This agreement shall remain in effect until June 30, 2014. Participating agencies may elect to terminate the agreement at any time prior to its expiration date. Any agency wishing to do so shall indicate such intent in writing to the Community Corrections Partnership Executive Committee, in care of the Chief Probation Officer. The termination shall be deemed to take effect not less than 30 days after receipt of the written notice or upon a date established by mutual agreement.

## VIII. SIGNATURES

The undersigned represent authority to execute this agreement on behalf of their respective agencies; and in signing this formal agreement, represent concurrence with and support of the Stanislaus County Regional Apprehension Team as set forth in this agreement and for the period and purposes as stated herein.



## Council Synopsis

BR

March 13, 2012

From: Roy Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Rescinding Resolution No. 2011-110 and adopting the amended Personnel System Rules and Regulations regarding Probation

### 2. DISCUSSION OF ISSUE:

The requirements of serving a new probationary period when an employee has been reclassified from one job classification to another job classification is proposed for amendment as reflected in Sections 13.05 "Salary Review Date" and 17.03 Probationary Appointments" in the Personnel System Rules and Regulations (see exhibit A).

### 3. BASIS FOR RECOMMENDATION:

Staff recommends approval of this amendment in order to allow the department director to make a discretionary decision as to whether an employee, who has been reclassified from one job classification to another job classification, serve a new probationary period. In the event an employee is a long term employee in good standing, has served in an out of class assignment that is subsequently reclassified, the director may or may not choose to require the employee serve a new twelve (12) month probationary period. The proposed language is identified in the Personnel System Rules and Regulations (see exhibit A).

#### Strategic Plan Initiative A. Effective Leadership

Goal(s): b. Internal department service improvements  
c. Hire, develop and retain the best and most qualified employees  
d. Succession planning

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

None

### 5. CITY MANAGER'S COMMENTS:

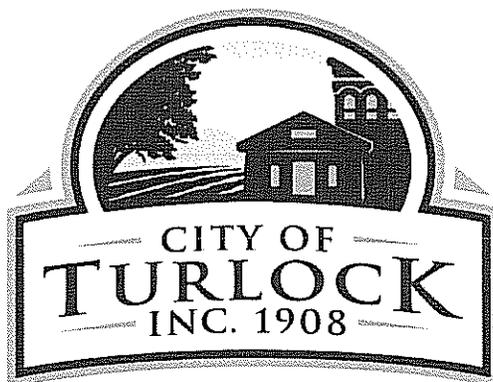
Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Council may choose to not amend the Personnel System Rules and Regulations.



# **PERSONNEL SYSTEM RULES AND REGULATIONS**

**REVISED AND ADOPTED  
BY CITY COUNCIL**

**RESOLUTION NO. 2012-  
MARCH 13, 2012**

## PERSONNEL SYSTEM RULES AND REGULATION

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## PERSONNEL SYSTEM RULES AND REGULATIONS

### 10.00 GENERAL

#### 10.01 PURPOSE

These rules are applicable to the competitive service and shall be interpreted uniformly in order to:

- a. Obtain and retain the best qualified personnel available for competitive and exempt service;
- b. Assure that appointments and promotions shall be made according to merit and fitness to be ascertained, so far as practicable by competitive examination; and
- c. Assure, through appeal provisions, that disciplinary actions or separations from the service be fair to employees of the competitive service and consistent with the best interest of the City.

#### 10.02 DEFINITION OF TERMS

The following terms whenever used in these rules, shall be construed as follows:

“ADVANCEMENT” means a salary increase of one or more steps within the limits of the salary range established for a class.

“ALLOCATION” means the assignment of a single position to its proper class in accordance with the duties performed, and the authority and responsibilities exercised.

“APPOINTING AUTHORITY” means the City Manager is designated by the City Council to make appointments to any position in City service except City Attorney.

“CERTIFICATION” means the referral of eligible candidates for appointment consideration from an appropriate eligible list to a Department Director who has a vacancy which has been approved by the City Manager to fill.

“CLASSIFICATION OR CLASS” “Classification” or “Class” means the organized designation of all positions in the City service such that positions having substantially similar duties and responsibilities are assigned the same descriptive title, and the same requirements as to education, experience, knowledge and ability demanded of incumbents, and so that the same schedule of compensation may be made to apply with equity.

“CLASSIFICATION DESCRIPTION OR CLASS SPECIFICATION” means the written description of the characteristics of a class, prepared and maintained in the Personnel Department, setting forth the definition, typical tasks, minimum qualification and other relevant standards and information.

“CITY” shall mean the City of Turlock, California.

“COMPETITIVE SERVICE” means all positions and employees which are not specifically exempt by the Personnel Ordinance.

"CONTINUOUS SERVICE" means service (employment with the City) without a break or interruption. In computing continuous service, approved leaves of absence shall not be considered as a break in service. Other absences in excess of 90 days in any twelve-month period shall be considered as a break in continuous service for the purpose of computing total years of service.

"DATE OF APPOINTMENT" means the first day of appointment to the competitive service with the City.

"DATE OF SEPARATION OR TERMINATION" means the last day of officially recorded employment with the City.

"DEPARTMENT DIRECTOR" means an individual appointed by the City Manager to direct the operation of an established department.

"DEMOTION" means change in status from a position in one class to a position in another class having a lower salary range or to a lower salary step in the same salary range.

"ELIGIBLE LIST" means an officially established list of candidates who have been examined and determined to be qualified to be appointed to a particular classification.

"ELIGIBLE" means a person whose name is on an eligible list by receiving a passing score in an examination process.

"EMERGENCY APPOINTMENT" means an appointment of temporary duration made solely to avert or assist during a civil disaster, or an imminent danger to persons or property.

"EXEMPT SERVICE" means a position (generally management level) in City Service that serves at the pleasure of the appointing authority, either the City Manager or the City Council.

"EXTRA HELP" means employment in the exempt service which is generally for short period of time to assist in high work load periods or to substitute in a regular employee's absence. Part-time and seasonal employees fall into this category.

"LAY OFF" means termination from employment because of lack of funds or material change in the duty or organization of a department, or the City as a whole, in the provision of services.

"LEAVE OF ABSENCE" means written permission to be absent from duty for a specified period of time. The employee with this permission has the right to return to the same classification at the expiration of such period.

"OPEN EXAMINATION" means an examination for a particular classification, open to all qualified applicants.

"MUNICIPAL SERVICE" means the group of employees that are appointed to serve in full time, allocated positions for the City of Turlock.

"PERFORMANCE EVALUATION" means a written evaluation of an employee's performance of their assigned duties which is conducted on at least an annual basis and placed in the employee's file.

"PERSONNEL OFFICER" means the City Manager or designee.

"PERSONNEL ORDINANCE" means Article 5, Chapter 4, Title 2 of the Turlock Municipal Code which creates a personnel system for the city.

"POSITION" means any office or employment in the municipal service, whether occupied or vacant which is allocated by the City Council.

"PROBATIONARY PERIOD" means a working test period for a minimum of 12 months, during which an employee is required to demonstrate his fitness for the position by actual performance of the duties and may be released from employment without the right of a hearing.

"PROMOTION" means the movement of an employee from one position to another having a higher maximum rate of pay.

"PROMOTIONAL LIST" means an eligible list resulting from a promotional examination.

"PROMOTIONAL EXAMINATION" means an examination for a particular classification in which the admission to the examination is limited to qualified employees in the municipal service.

"REGULAR EMPLOYEE" means an employee who has successfully completed their probationary period.

"REINSTATEMENT" means the re-employment, without examination, of a former regular employee within one year from the date of resignation from the municipal service. Reinstatement must have the recommendation of the affected Department Director and approval by the City Manager.

"SALARY RANGE" means a range of pay which has five steps or increments of pay that are separated by five percent differentials.

"SUSPENSION" means the temporary separation from service of an employee without pay, for disciplinary purposes.

"TRANSFER" means a change of an employee from one position to another position in the same class or another class having essentially the same maximum salary limits, involving the performance of similar duties and requiring substantially the same basic qualifications.

"Y-RATE" means the temporary freezing of an employee's salary whose salary has been determined to exceed the appropriate level of compensation for the level of duties performed.

## **11.00 ADMINISTRATION**

The City Manager shall be responsible for the administration of these rules.

## **12.00 CLASSIFICATION**

### **12.01 PREPARATION OF PLAN**

The City Manager shall prepare a plan of classification of all positions in the municipal service according to similarity of authority, responsibility and duties, and according to similarity of required training, skills and experience. Class specifications shall include:

- a. Classification title and brief description.
- b. A summary of typical duties and responsibilities assigned to the classification.
- c. A statement of the training, experience, and other qualifications required of the class.

## **12.02 ADOPTION OF PLAN**

The classification plan shall be approved in whole or in part, or may be modified by resolution of the City Council. The classification plan may be amended, and the City Council may create new classes, or abolish existing classes in the same manner.

## **12.03 ALLOCATION OF POSITIONS**

Following the adoption of the classification plan, the City Manager shall allocate every position in the competitive and exempt service to one of the classes established by the plan.

## **12.04 RECLASSIFICATION**

When the duties of a position have changed materially, that position shall be allocated by the City Manager to a more appropriate class, whether new or already created, in the same manner as originally classified and allocated.

## **13.00 COMPENSATION**

### **13.01 PREPARATION OF COMPENSATION PLAN**

The City Manager shall prepare a compensation plan covering all classes of positions in the municipal service with designated rates of pay.

In arriving at such salary ranges, consideration shall be given to prevailing rates of pay for comparable work in other public and private employment, including consideration of local conditions of work as well as basic pay; to current cost of living; to suggestions of Department Directors; and to the City's financial condition and policies, and such other sources of information as are deemed necessary. The City Manager shall thereafter make such further studies of the compensation plan as may be requested by the City Council, or as considered desirable.

### **13.02 ADOPTION OF PLAN**

The City Manager shall submit the proposed pay plan to the City Council. The Council shall adopt or amend and adopt the proposed plan in the same manner as the adoption of the classification plan. Thereafter, no position shall be assigned a salary higher than the maximum or lower than the minimum salary provided for that class of position, unless the salary schedule for the class is amended in the same manner as herein provided for its adoption.

### **13.03 CHARACTERISTICS OF THE COMPENSATION PLAN**

1. Each salary range consists of a minimum step, a maximum step and three intervening steps.
2. The increase from one step to the next step in each range is five (5) percent.

3. Each range starts at the second step of the range below it and goes one step higher than the range below it. This does not pertain to sub-ranges.

#### **13.04 ADMINISTRATION OF THE COMPENSATION PLAN**

Salary increases within the established salary range shall not be automatic, but shall depend upon an overall satisfactory performance rating as reflected in a performance evaluation signed by the Department Director and approved by the City Manager.

The first step is the minimum rate and should normally be the hiring rate for the class. The City Manager may hire above this step in case of an unusually well-qualified person or in a tight labor market, or when such action, in his opinion, clearly appears to be in the best interests of the City.

Employees will not normally be eligible for consideration of an increase to the second step until they have given fully satisfactory performance for a period of twelve (12) continuous months at the first step and passed their probationary period. Salary advancement to the third, fourth, and fifth step will be based on an overall performance evaluation rating of satisfactory or above in conjunction with normal salary review date.

#### **13.05 SALARY REVIEW DATE**

An employee's salary review date shall be the date of completion of 12 months continuous full-time service at a step.

An employee's salary review date shall be changed under the following conditions:

- a. Transfer. The salary review date of an employee transferred to a position of similar duties, responsibilities, and salary range shall not be altered unless the employee is required to serve a new probationary period.
- b. Promotion. The salary review date of an employee promoted to a position which involves either an increase in responsibilities or duties and an increase in salary range shall be altered to coincide with the effective date of the promotion.
- c. Reclassification. The salary review date for an employee reclassified to a position requiring performance of duties at a higher level of responsibility and pay will be changed to one (1) year from the effective date of the reclassification if the reclassification results in more than a five (5) percent raise. If the reclassification results in a five percent increase or less, the employee's salary review date will remain the same. ~~however the performance review date will be one (1) year from the date of the reclassification for consideration of satisfactorily completing a new twelve (12) month probationary period.~~
- d. Demotion. The salary review date of an employee demoted to a position which involves either a reduction in responsibilities or a change in duties and a reduction in salary range shall be altered to coincide with the effective date of such demotion.
- e. Y-Rate. When the salary of an incumbent exceeds the top step of the salary range to which they have been demoted, their salary shall be frozen until the fifth step of the new classification equals or exceeds their present salary. At that time they will become eligible for cost of living adjustments granted to incumbents of the classification or bargaining unit should their classification be a single position class. When the salary of

the affected incumbent falls within the range of the lower classification, they will be placed on a salary step at least equal to their present salary and maintain their previous review date.

The Y-Rate shall be established for one (1) year from the effective date of the demotion. At the end of one (1) year, an incumbent whose salary continues to exceed the range of the new classification shall be placed on the fifth step established for the new classification.

- f. Leave of Absence. The salary review date of an employee whose service is interrupted by a leave of absence without pay for whatever reason, for more than thirty (30) calendar days shall be adjusted by advancing the review date by the total number of such days. Provided, however that the adjustment of the salary review date of an employee subject to military leave shall be consistent with the provisions of Section 395 of the Military and Veterans Code of the State of California.

## **14.00 RECRUITMENT**

### **14.01 ANNOUNCEMENT**

The Personnel Officer shall recruit for positions in the municipal service positions by such methods as considered necessary, such as by posting on public bulletin boards, and advertising in professional trade journals and other mass media.

Announcements shall briefly specify the title and pay range of the position class; the nature of the work to be performed; qualifications necessary or desirable for the performance of the work in the class; the dates, time, place and manner of taking application and examinations; and other pertinent information.

### **14.02 GENERAL STANDARDS**

Applicants for employment shall meet such standards of education, experience, skills, abilities and personal and physical characteristics as are required for acceptable performance of the duties of the positions to which appointments are to be made. No applicant shall be discriminated against on account of race, religion, color, creed, political beliefs, sex, physical or mental handicap, marital status, national origin, or age.

### **14.03 MINIMUM STANDARDS**

All applicants shall meet the minimum standards prescribed by applicable class specifications at the time of appointment and shall pass a medical examination administered by a licensed medical doctor, selected and paid by the city, to determine physical fitness for the position to which an appointment is to be made.

### **14.04 DISQUALIFICATION OF APPLICANTS**

The Personnel Officer may reject an application or subsequently refuse to certify an applicant who:

- A. Does not possess the minimum qualifications established for the position;

- B. Is physically or psychologically unfit for the satisfactory and safe performance of the duties of the position;
- C. Has been dismissed for cause from public service;
- D. Has used or attempted to use personal or political influence to further eligibility or appointment;
- E. Is engaged in and would refuse to discontinue employment, activity, or enterprise which, if continued while a City employee, would be in direct conflict of interest with City duties;
- F. Has practiced or attempted to practice any deception, fraud or omission of a material fact in the application or examination, or in securing eligibility for appointment;
- G. Has been convicted of a criminal offense involving moral turpitude. The word "convicted" shall be construed to mean a conviction by a verdict, by plea of guilty or nolo contendere or upon a judgment of the court, a jury having been waived, without regard to subsequent disposition of the case by suspension of sentence, probation or otherwise. The word "moral turpitude" shall be construed to mean any act of baseness, vileness, or depravity, or any act done contrary to justice, honesty, modesty, or good morals, or an act done with deception or through corrupt motives;
- H. Has been convicted of:
  - 1. Crimes against persons including:
    - a. Murder or aggravated assault (Penal Code Sections 187 and 245)
    - b. Rape (PCS 261)
    - c. Kidnapping (PCS 209)
    - d. Armed Robbery (PCS 211)
    - e. Sex offenses as defined in Penal Section 285 (incest), 286 (sodomy), 288 (child molesting) and 647.6 (misdemeanor child molesting).
  - 2. Crimes against property including:
    - a. Arson (Penal Code Section 451)
    - b. Burglary (PCS 459)
    - c. Receiving or selling stolen goods (PCS 484, 496)
    - d. Forgery and issuing bad checks (PCS 470, 476a)
    - e. Theft (PCS 487, 488)
    - f. Embezzlement (PCS 504 et seq.)
    - g. Crimes involving controlled substances included within the scope of Health and Safety Code Section 11350, 11351.5, 11352, 11353, 11354, 11355, 11378.5, and 11379.

**ACCESS TO CRIMINAL HISTORY INFORMATION**

For the purpose of obtaining information concerning the foregoing, the Personnel Officer is authorized to have access to State Summary Criminal History Information pursuant to Penal Code Section 11105(b) (10) and to require, as a condition of employment, the fingerprinting of new employees.

## FINGERPRINTING

The Personnel Officer shall establish and maintain a fingerprinting system on all new employees as a condition of employment. Refusal on the part of the employee to be fingerprinted or failure to report for fingerprinting shall be cause for dismissal.

### **14.05 EMPLOYMENT OF RELATIVES, ANTI-NEPOTISM POLICY, AND CONFLICT OF INTEREST LIVING ARRANGEMENTS RELATING TO CITY EMPLOYMENT.**

Except as to persons already employed on the effective date of this section as it relates to their current position and relationship on January 11, 1994. No person related to a full-time or part-time employee, elected or appointed City Officer, or contract employee by blood, or marriage, or quasi-married to the third degree of relationship or in a domestic living arrangement shall be appointed or transferred into a department employing such relative in a direct conflict of interest position.

For the purpose of this section, a direct conflict of interest shall mean a situation in which the employee of the relative or person with whom they have entered into such a relationship would be in a position to affect the terms and conditions of one another's employment, including making decisions about work assignments, compensation, discipline, salary advancement, promotion or performance evaluation.

#### A. Definitions. As used in this section:

1. "Relative" means spouse, child, step-child, parent, step-parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law, sister-in-law, or another individual related by blood, marriage, or quasi-marriage in the same household as a City employee.
2. "Domestic Living Arrangement" means a living arrangement which includes, but is not limited to, shared housing as roommates, tenants, co-tenants, or co-owners of real property, or domestic partners between opposite or the same sexes living in the same household with a City employee.
3. "Employee" means any person who is compensated for performing work and services rendered to the City of Turlock.

#### B. Application.

1. City-wide - Relatives or domestic partners of those listed below may not be employed anywhere in the City organization:
  - a. City Council members and other elected City officials;
  - b. Standing Board and Commission members;
  - c. The City Manager, City Attorney, and Department Directors of the City;
  - d. The Human Resources Manager of the City.

**EXCEPTION:** Relatives or domestic partners of employees of the City Manager, City Attorney, Department Directors, and the Human Resources Manager may be employed on a part-time basis in any department other than the City Manager's, City Attorney's, Human Resources or the affected Department Director.

2. Within Departments - The employment of relatives is prohibited within a Department when they:
  - a. work on the same shift at the same work site - the affected Department Director will determine whether an assignment of a relative as described above can be accommodated by appointment to an alternate shift or work site based on department size and variety of functional areas of responsibility; **and**
  - b. share a supervisory/subordinate relationship; **or**
  - c. are related, as defined hereinabove, to a confidential employee of the City.
3. Marriage, Quasi-Marriage or Roommates Within Departments - When two employees of the same Department get married, or are living in the same household in a quasi-marital arrangement, or as room-mates, and their positions place them in a conflict of interest relationship as defined above one of the following must occur:
  - a. The Human Resources Department will attempt to arrange a transfer to a similar position in another Department or reorganize duties within the same department so that a non-conflict position exists. Usually the employee in the most junior classification will make the transition. There can be no guarantee that a new position will be within the same classification or at the same salary level;
  - b. Notwithstanding the foregoing, newly married, quasi-married or roommate employees may continue to work in the same Department when so requested by the Department Director and the request is approved by the City Manager or his designee. However, the following conditions will apply. They may not (i) report to the same supervisor, (ii) be supervised by their spouse, quasi-spouse, domestic partner or roommate, or (iii) work the same shift at the same work site as their spouse, quasi-spouse, domestic partner or roommate;
  - c. One of the spouses, quasi-spouses, domestic partner or roommate must be separated from City employment if a transfer is not available or approval for retention is not authorized. If one of the spouses, quasi-spouses, domestic partners, or roommates does not voluntarily resign, the one who is most junior as it relates to total years of service with the City of Turlock will be discharged."

## **15.00 EXAMINATION**

### **15.01 PREPARATION**

The Personnel Officer shall prepare or have prepared any tests that are deemed necessary for a valid and equitable determination of the fitness of applicants for the positions to which appointments are to be made.

Such tests may include, but shall not be limited to, the use of achievement and aptitude tests, other written tests, personal interview, performance tests, evaluation of daily work performance, work samples or any combination of these which will, in the opinion of the Personnel Officer, test fairly the qualification of candidates. Physical and medical tests may be given as part of any examination.

In any examination the Personnel Officer may include, in addition to competitive tests, a qualifying test or tests, and set minimum standards therefore.

## **15.02 TYPES OF EXAMINATION**

Examinations shall be Open, Open-Promotional, or Promotional, and may be Formal or Informal as defined herein:

- a. Open Examinations shall be open to all qualified applicants.
- b. Open-Promotional Examination shall be open to all qualified applicants. Certification of eligibles may be limited to include only city employees based on the request of the affected Department Director and concurrence by the City Manager
- c. Promotional Examinations shall be limited to qualified employees of the competitive service holding an allocated position.
- d. Formal Examinations shall include a written test and may include oral, performance and physical tests to be given to applicants.
- e. Informal Examinations shall include an appraisal of an applicant's training, experience and other pertinent characteristics and may include oral, performance and physical tests.

## **15.03 GRADING OF EXAMINATIONS**

The personnel Officer shall establish the minimum passing score for each test and the lowest total score on an examination required to qualify the applicants to be considered for appointment. The final score of an applicant shall be based upon the scores of all the tests and evaluations included in the examination unless otherwise specified in the published selection process for each recruitment. Failure of the applicant to pass one part of the examination shall disqualify the applicant from taking other parts of the examination.

## **15.04 FREQUENCY OF EXAMINATIONS**

An eligible list shall be established at the conclusion of the examination process for a particular classification. Eligible lists shall be effective for a period of six (6) months from the date of the qualifying exam. Eligible lists may be extended at the request of an affected Department Director or the Personnel Officer for a period of no more than six (6) months. Eligible lists may be abolished prior to the six (6) month period if there are fewer than five (5) qualified or interested candidates for the position.

## **16.00 ELIGIBLE LISTS**

### **16.01 RULE OF FIVE**

The Personnel Officer shall certify candidates for appointment consideration who have successfully tested and achieved placement on the eligibility list. Generally, the top five ranking active candidates on the eligibility list shall be certified to the Department Director for appointment consideration for one vacancy. One additional candidate will be certified for each additional vacancy that exists. The Department Director may appoint any of the candidates certified, regardless of rank.

A certification may be expanded to reach candidates with special qualifications i.e. bilingual abilities, special certificates or licenses or in order to promote appointments of candidates who are under represented in a particular classification. Expanded certifications may also be utilized when filling sworn public safety positions in Police and Fire due to the higher hiring standards that must be followed prior to final appointment consideration.

## **16.02 RE-EMPLOYMENT LISTS**

The names of probationary and regular employees who have been laid off due to a reduction in force shall be placed on appropriate re-employment lists in the order of the competence, from highest to lowest. Competence shall be based on past evaluations of employee and recommendations of the affected Department Director with concurrence of City Manager. Re-employment eligibility shall be for one year from the date of lay-off. Re-employment lists shall be used as a basis for reinstatement of former employees in accordance with Section 20.05 of these Rules.

## **16.03 REMOVAL FROM ELIGIBLE LISTS**

An applicant may be removed from a given eligible list for any one of the following reasons:

- a. Refusal to accept appointment to a position;
- b. Appointment to a position;
- c. Request of the applicant for removal from the list;
- d. Substitution of a new eligible list;
- e. Failure to continue to meet any of the minimum standards established for the position for which the eligible list was prepared;
- f. Disqualification for reasons stated in Section 14:04

## **17.00 APPOINTMENTS**

### **17.01 KINDS OF APPOINTMENTS**

Appointments to compensated positions shall be Probationary, Regular, Extra Help, or Emergency. The City Manager shall make all appointments after consultation with the respective Department Director. If a qualified applicant can not be found for a particular position, the City Manager may create a similar position of lower class, and fill that position in accordance with these rules.

The City Manager may fill vacancies during suspensions or pending proceeding on separations and demotions.

### **17.02 EXTRA HELP APPOINTMENTS**

In the absence of appropriate eligible lists, the City Manager may appoint an applicant meeting minimum training and experience requirements of the position to work on a full or part time schedule.

Upon satisfactory performance and at the discretion of the City Manager, an extra help employee may be appointed to an allocated full time position after satisfactory full-time service of not less than six months.

Part-time and seasonal employees shall be also designated as extra help employees.

### **17.03 PROBATIONARY APPOINTMENTS**

Probationary appointments are for the purpose of providing a work performance evaluation period prior to filling positions on a regular appointment basis. The City Manager shall make probationary appointments upon recommendation of the Department Director from the top applicants certified on the appropriate eligible lists. The appointee shall be subject to the following conditions and limitations:

- a. The probationary period shall be twelve (12) months, except the probationary period for police personnel represented by T.A.P.O. shall be 18 months.
- b. Employees may be dismissed during the probationary period at any time without right of appeal.

PROMOTION: An employee promoted to a different position will serve a new one year probationary period. An employee released during the probationary period from a position to which he has been promoted shall be reinstated to the position from which he was promoted, if a vacancy exists. An employee would be reinstated unless the reason for which he/she was released, in the opinion of the City Manager, renders such employee ineligible for the former position.

RECLASSIFICATION: An employee whose position ~~to~~ has been reclassified ~~will~~ may be required to serve a new probationary period. The department director will make a discretionary decision as to whether an employee, who has been reclassified from one job classification to another job classification, serve a new probationary period. In the event an employee is a long term employee in good standing, has served in an out of class assignment that is subsequently reclassified, the director may or may not choose to require the employee serve a new twelve (12) month probationary period.

DEMOTION: An employee who is demoted to a position to which they had not previously attained regular status will serve a new probationary period.

TRANSFER: An employee transferred to the same or comparable position in another department may be required to serve a new probationary period.

The probationary period of an employee may be extended by the City Manager, upon recommendation of the Department Director, for not more than six (6) months.

### **17.04 REGULAR APPOINTMENT**

Regular Appointments are for the purpose of providing a regular complement of full-time employees in the municipal service to discharge the duties and responsibilities assigned to the work force of the City. Regular appointments shall be made by the City Manager upon receiving a certification from the employee's Department Director that the employee has successfully completed the established probationary period for their classification.

## **17.05 TRAINEE APPOINTMENTS**

Regular full-time positions may be filled by trainee appointment from amongst those persons who possess, or will gain during the period of their trainee appointment, the minimum qualifications for regular appointment. A trainee who fails to so qualify will be terminated upon or before the expiration of the appointment. Duration of trainee appointments may be for up to a maximum of two (2) years, with the approval of the City Manager. Trainees will be compensated at least ten (10) percent less than the first step for the classification for which they are training. Trainee classifications are assigned to the exempt service.

## **17.06 EMERGENCY APPOINTMENT**

In case of civil disaster or emergencies involving imminent danger to life or property, or to protect the city's interests, any Department Director may appoint any persons available to alleviate the danger. Emergency appointments shall be terminated as soon as the danger is alleviated.

The Department Had shall notify the City Manager of such action as soon as practicable.

## **18.00 PERFORMANCE EVALUATION**

Each employee shall receive an annual performance appraisal in conjunction with their review date that is completed by their Department Director and approved by the City Manager prior to placement in the employee's personnel file. The performance evaluation must accompany all recommendations for step advancement. The performance evaluation will provide employees with job related information about their performance.

If the employee's performance appears to be impaired by continuous illness, the City manager may require him to obtain a medical examination by a designated physician, at City expense.

## **18.01 DISCIPLINE OF REGULAR EMPLOYEES OF THE COMPETITIVE SERVICE**

### **Causes for Discipline**

An Employee in the competitive service who has regular status is subject to disciplinary action. Each of the following shall constitute cause for discipline:

- A. Omission of willful misrepresentation of material fact or other fraud in securing employment;
- B. Incompetence;
- C. Inefficiency;
- D. Inexcusable neglect of duties;
- E. Insubordination;
- F. Dishonesty
- G. Improper use of drugs, including (1) drunkenness on duty, (2) use of drugs while on duty, (3) incapacitate for proper performance of duties by prior use of drugs. The terms "drugs" shall mean controlled substances as defined in Division 10 (commencing with Section 11000) of the California Health and Safety Code, and shall also mean alcohol;

- H. Unexcused absence from duty, including but not limited to, participation in unlawful strikes or other job actions, such as sick-ins;
- I. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this subsection;
- J. Discourteous treatment of the public or other employees;
- K. Willful disobedience;
- L. Misuse of City property;
- M. Inconsistent, incompatible or conflicting employment, activity or enterprise;
- N. Violation of an established departmental rule;
- O. Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the employee's department or employment.
- P. Excessive Absenteeism.

**19.00 ATTENDANCE AND LEAVE**

**19.01 HOLIDAYS**

All municipal employees except Police and Fire employees will observe the following legal holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25

Other holidays may only be granted by City Council.

When holiday falls on a Sunday, the following Monday shall be observed.

When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

Paid holidays shall be granted only to all regular and probationary employees. Police and Fire employees and other special situation employees shall be given compensatory time off as authorized by the Department Director concerned or as covered in their memorandums of understanding.

Temporary part-time and seasonal employees shall not be entitled to paid holidays.

## **19.02 VACATIONS**

Only probationary and regular employees shall be entitled to paid vacation leave. Temporary, part-time and seasonal employees shall not be entitled to paid vacation leave.

An employee shall be required to have served the equivalent of one (1) year of continuous service in the City in order to be eligible for his full annual vacation leave. After six (6) months of continuous service he may be permitted by his Department Director to take vacation leave not to exceed the amount of vacation leave earned to that time.

The times during a calendar year at which an employee may take his vacation shall be determined by the Department Director with due regard for the wishes of the employee and particular regard for the needs of the service. An employee shall be required to take at least one (1) calendar work week of earned vacation leave per year. An employee may, with Department Director approval, take 15 consecutive work days off of accrued vacation. Additional leave beyond this may be taken with the approval of the City Manager.

Holidays falling within an annual vacation leave shall not be charged as vacation leave.

Probationary and regular employees who terminate employment shall be paid in a lump sum for all accrued vacation leave earned which is computed on the employee's base hourly rate of pay at the time of termination.

## **19.03 SICK LEAVE**

Sick leave with pay shall be earned by full-time probationary and regular employees from the date of current service with the City at the rate of one (1) work day for each calendar month service. Sick leave use shall be considered as a privilege which an employee may use with discretion, and shall be allowed only in the case of necessity and actual sickness or disability of the employee or because of illness in his immediate family.

Sick leave shall be accumulated at the rate of 12 days a year. Fire Department sick leave use shall be based on one 24-hour shift being equal to two sick days leave.

A maximum of six (6) days of annual sick leave may be used for illness of the employee's immediate family. (According to California law, employees are entitled to use up to one-half (1/2) of their sick leave earned annually for illness of their immediate family.) If an employee is absent because of illness, he must notify his Department Director or his immediate supervisor at least one (1) hour prior to the time set for beginning his daily duties. If an employee is ill for more than three (3) working days (two (2) working shifts in the case of Fire Department employees) for any one illness, he is required to furnish a doctor's certificate to the Personnel Officer. Employees demonstrating an above average use of sick leave or, patterned sick leave use, may be required to provide a doctors certificate.

In December of each year each employee having at least 4 years continuous employment with the City shall be paid for 50 percent of their sick leave earned during the previous 12 month period, less the amount of sick leave taken during the previous 12 month period. The remaining 50 percent of unused sick leave shall be added to the employee's current accumulated total of unused sick leave. If an employee retires or dies while in city service, he or his beneficiary shall be paid for 25 percent of their unused sick leave. Employees terminated for cause shall not be eligible for any

sick leave payments.

Accumulated sick leave hours are to be used for absences due to illness. Other leave time on the books may only be used for absences due to illness when all sick leave is exhausted and approval is granted by the Department Director.

**19.04 BEREAVEMENT LEAVE**

Employees holding regular appointments in all departments shall be granted Bereavement Leave for the first and second degree of consanguinity on the following basis:

1. If the services are within three hundred (300) miles of the City of Turlock, not to exceed four (4) working days.
2. If the service is more than three hundred (300) miles from Turlock, not to exceed six (6) working days.

The degrees of consanguinity shall be determined as follows:

<b>1<sup>st</sup> Degree</b>	<b>2<sup>nd</sup> Degree</b>
Spouse	Grandmother/Grandfather
Mother/Father	Granddaughter/Grandson
Son/Daughter	Sister/Brother

Relationships noted above shall include in-laws and step relations.

Authorized Bereavement leave shall not be charged to sick leave.

**19.05 INJURY LEAVE**

Any employee incurring an injury or disability in the municipal service shall be entitled to injury leave to the extent provided by the State Worker’s Compensation and Insurance Act. Any employee on injury leave shall receive full salary to the extent that their earned vacation and sick leave time is available to be charged for the difference between the full salary and the compensation insurance payments received by the City. Provided, however that such full salary payments are subject to the following conditions:

- a. Worker’s Compensation insurance payments received by the employee, except payments received for permanent total or partial disability, shall be deposited in the City Treasury for the period the employee continued to receive full salary from the City; and,
- b. Upon the expiration of available earned vacation leave and sick leave, payment of salary by the City shall be discontinued and compensation insurance payments applicable to continued compensation leave shall be and compensation insurance payments applicable to continued compensation leave shall be endorsed to the employee. Once an employee has exhausted their time on the books, continuation of benefits will cease. Employees may elect to pay the premiums on insurance plans which they wish to continue coverage.

**SAFETY EMPLOYEES** – Safety employees who are injured as a result of performing their jobs, are covered under Section 4850 of the Labor Code as it relates to administration of Worker’s Compensation benefits.

## **19.06 MILITARY LEAVE**

Military leave shall be granted in accordance with Section 395 of the Military and Veterans Code. An employee entitled to military leave shall give his Department Director an opportunity within the limits of military regulations to determine when such leave shall be taken.

## **19.07 SPECIAL LEAVE WITH PAY**

Special leave with pay may be granted by the City Council for an employee to participate in activities of benefit to the City.

## **19.08 SPECIAL LEAVE WITHOUT PAY**

A maximum of six (6) months of Special Leave Without Pay may be granted an employee by the City Manager when ever such leave is considered to be in the best interest of the City. In determining the City's interest in granting Special Leaves of Absence without pay, the City Manager will consider: the performance ratings of the employee requesting the leave, the reasons for the leave and the ability of the affected department to continue its provision of service without employee.

## **19.09 JURY DUTY AND COURT WITNESS**

A leave of absence with pay will be granted by a Department Director to an employee who is called for jury duty. Any payment, except travel pay, received by the employee shall be deposited with the City.

A leave of absence with pay will be granted by a Department Director to employees who have been requested to serve as a court witness because of employment with the City.

A leave of absence may be granted by a Department Director to employees who have been requested or subpoenaed to serve as a court witness for any other reason; however, employees will be required to utilize accrued time off in order to be paid for that time off.

## **19.10 HOURS OF WORK**

All offices of the City, except those for which special regulations are required, shall be open for business on all days of the year except Saturdays, Sundays, and Holidays continuously from 8:00 a.m. until 5:00 p.m.

Departments for which necessity requires a different schedule from that generally applied, shall work according to regulations prepared by the respective Department Director and approved by the City Manager.

## **19.11 ATTENDANCE**

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. (Each Department Director shall enforce attendance requirements and shall keep attendance records of employees under his supervision, which records shall be reported to the City Manager or designee in the form and on the dates he shall specify.) Any absence from work taken upon the initiative of any employee and without prior authorization as provided for in these rules shall be the basis for immediate dismissal by the City Manager if such absence is found to be unwarranted or regarded as detrimental to the municipal service.

## **19.12 OVERTIME**

Upon prior authorization of the Department Director or due to unusual emergencies, overtime or compensatory time off may be approved in units of not less than one-half hour, as determined by the Department Director, at the compensation rate of time and one half per overtime hour worked. Whenever possible, compensatory time shall be accrued instead of overtime for payment. Employees accruing compensatory time off will be encouraged to take time off in the same week the extra work was performed.

Over-time provisions shall be in compliance with the Fair Labor Standards Act.

This section does not apply to management employees.

## **20.00 TRANSFER, PROMOTION, DEMOTION, SUSPENSION AND REINSTATEMENT**

### **20.01 TRANSFER**

After written notice to the City Manager, an employee may be transferred by the Department Director at any time from one position to another position in the same or comparable class. If the transfer involves a change from the jurisdiction of one Department Director to another, both must consent thereto unless the City Manager orders the transfer for purposes of economy or efficiency. No person shall be transferred to a position for which he does not possess the minimum qualifications. Employees who transfer into another department or like classification may be required to serve a new probationary period as a condition of transfer.

### **20.02 PROMOTION**

The City Manager, after consulting the Department Director concerned, shall determine whether vacancies in the municipal service shall be filled by promotion from within the municipal service, or by open competition, whichever he considers to be in the best interest of the service.

### **20.03 DEMOTION**

The City Manager, after consulting with the Department Director concerned, may demote an employee whose ability to perform his required duties falls below standard, or for a disciplinary purpose or due to a re-organization which results in a lesser level of responsibility to be performed by the incumbent. No employee shall be demoted to a position for which he does not possess the minimum qualifications. Written notice of the demotion shall be given the employee two (2) weeks before the effective date of the demotion.

### **20.04 SALARY REDUCTION**

After consulting with the appropriate Department Director, the City Manager may make salary reductions within the allowed salary range as a result of an employee's diminished service value.

### **20.05 SUSPENSION WITHOUT PAY**

A Department Director, for clearly stated reasons of just cause, may suspend an employee under his supervision, for as much as three (3) work days without pay. The Department Director shall submit a report of such action to the City Manager as soon as practicable, during the period of the suspension.

## **20.06 REINSTATEMENT**

Upon recommendation of the affected Department Director and the approval of the City Manager, an employee who has resigned with a good record may be reinstated to his former position, if vacant, or to a vacant position in the same or comparable class within one (1) year from the date of his resignation.

## **21.00 SEPARATION FROM THE SERVICE**

### **21.01 DISCHARGE**

An employee other than a Department Director may be discharged by the City Manager after consulting the Department Director concerned. A Department Director may be discharged by the City Manager with the consent of the City Council. Any employee of the competitive service who has been discharged is entitled to receive a written statement of the reasons for such action, and to a hearing if he requests, as provided in the Personnel Ordinance and Section 23.00 of these rules.

The City Manager and the City Attorney may be discharged only by the City Council.

### **21.02 LAYOFF: REDUCTIONS IN FORCE**

The City Manager may lay off an employee in the municipal service upon two (2) weeks written notice because of material change in duties, organization or shortage of work or funds.

A statement certifying whether or not the services of the employee have been satisfactorily shall be given the employee, and a copy shall be kept in the personnel file. If the employee's services have been satisfactory, he shall be considered for re-employment for up to one year from the date of lay off. If not certified as having given satisfactory service, the employee may request a hearing as provided by the Personnel Ordinance and these rules.

An employee having seniority based on continuous service in the affected classification and having given satisfactory service may be demoted or transferred to another vacant position for which he is qualified, instead of being laid off.

For the purpose of aiding in determining order of layoff, total cumulative time served in the City service shall include time served on military leave of absence.

The names of probationary and regular employees laid off shall be placed on re-employment lists for class which, in the opinion of the City Manager, require basically the same qualifications and duties and responsibilities of those of the class positions from which layoff was made.

Names of persons laid off shall be placed upon re-employment lists in order of their competence based on evidence contained in performance evaluation and Department Director assessment for re-employment purposes.

### **21.03 RESIGNATION**

An employee may resign from municipal service in good standing by giving two (2) weeks written notice to his Department Director. Written notice shall state the effective date and the reasons for leaving. Failure to do so may be cause for denying future employment by the City.

The resignation shall be forwarded to the City Manager, with the Department Director's statement as to the employee's performance and other pertinent information concerning the resignation.

## **22.00 GRIEVANCES AND APPEALS**

### **22.01 INFORMAL PROCEDURE**

An employee or their representative having a grievance arising from employment in the municipal service shall seek adjustment of the grievance initially with their immediate supervisor within ten (10) working days of the event which is the subject of the grievance. Should the immediate supervisor be unable to make a satisfactory adjustment, or be a party to the grievance, the employee or their representative may seek adjustment through the Department Director.

Should the Department Director be unable to make a satisfactory adjustment within 10 working days, or be a party to the grievance, the employee or his representative may seek adjustment through a written request and statement of facts to the City Manager. At the same time, the employee shall submit a copy of such request to his Department Director.

The City Manager shall investigate the problem, and may call on independent consultants as he considers necessary, and shall state his decision to the employee and his Department Director in writing, within 10 working days after receiving the grievance.

### **22.02 FORMAL PROCEDURE**

An employee in the municipal service holding a regular appointment who is suspended for more than three (3) days, demoted or dismissed by the City Manager, or who alleges that those sections of the Personnel Ordinance or Rules relating to promotion, demotion, reduction, suspension and dismissal have been violated by the City Manager shall be entitled to be heard before the City Council. The affected employee shall provide a written request filed with the City Clerk within 10 work days from the effective date of the notice of such action from which the employee seeks exception. The written request for a hearing before the City Council shall be processed as follows:

- a. Within twenty (20) days of filing of a written request for a hearing, the City council shall investigate the charges and may call on independent consultants as it considers necessary, and shall conduct a hearing.
- b. The hearing before the City Council may be public or private at the option of the employee; and, the employee may be represented by legal or another representative.
- c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely upon in the conduct of serious affairs. Such evidence may be used regardless of the existence of any common law or statutory rule which might make the admission of such evidence improper in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the same extent that they may now and hereafter be recognized in civil actions. Irrelevant and unduly repetitious evidence shall be excluded.
- d. The City Council shall, within 10 days of the hearing, render its decision in writing and

the City Clerk shall direct copies thereof to the City Manager, the employee requesting said hearing, and the Department Director concerned.

- e. The decision of the City Council may sustain, revoke, or modify the suspension, demotion, reduction in pay, or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal.
- f. In the event the City Council revokes or modifies a suspension, demotion, reduction in pay, or dismissal and orders the employee reinstated to his former position, it shall direct the payment of salary to the employee for the period of time the City Council rescinds the action.

## **23.00 EMPLOYEE CONDUCT**

### **23.01 POLITICAL ACTIVITY**

Political activity of municipal employees shall be restricted in accordance with the Personnel Ordinance.

### **23.02 SOLICITATION OF CONTRIBUTIONS**

No appointed or elected City Official, employee or candidate for City office shall in any way solicit or receive contributions or services while on the job for any political purpose, from any city employee or applicant, or appointive official.

### **23.03 ACCEPTANCE OF GIFTS**

Gifts to the City shall be accepted by City Council motion.

Elected and appointed City officials and employees shall not accept any tip, special gift of value, or other consideration because of services rendered in their official capacity as city officers or employees.

### **23.04 OUTSIDE EMPLOYMENT**

Full-time employees may not carry on concurrently with their municipal service, any private business or undertaking, attention to which affects the time or quality of their work or which tends to discredit the City government, or which may result in a conflict of interest with their duties with the City.

Outside work or private business or undertaking of full-time employees is permitted only upon recommendation of the Department Director and approval of the City Manager.

### **23.05 USE OF CITY EQUIPMENT**

City Vehicles and equipment are to be used for City business only.

Exceptions may be authorized by the City Manager.

## **23.06 FINANCIAL AFFAIRS**

Employees shall arrange their personal financial affairs so that creditor and collection agencies need not call on City offices in making collections.

When garnishment or wage attachment is required on a City employee, the City shall charge an administrative fee which represents the time and materials required to process the same.

## **24.00 TRAINING OF EMPLOYEES**

### **24.01 RESPONSIBILITY FOR TRAINING**

The City Manager, upon consulting the Department Director concerned, shall be responsible for the training programs for employees. Upon budget approval by the City Council and prior written authorization by the Department Director that a particular course of study is beneficial to his department, an employee shall be reimbursed his tuition charges upon satisfactory completion of a course.

Successful completion of special training courses may be considered in making advancements and promotions. Evidence of such activity shall be filed by the employee with his Department Director, who shall transmit such information to the City Manager.

### **24.02 AUTHORIZATION FOR TRAINING AND CONFERENCES**

Authorization may be granted by the Department Director and the City Manager for employees to attend professional conferences and meetings, or to participate in some form of activity or training, in the interest of the City.

Reimbursement of expenses incurred shall be made in accordance with the established financial procedures of the City within limits prescribed by the City Council.

## **25.00 PERSONNEL RECORDS**

The City Manager shall maintain a file for each employee. This file shall contain a copy of every personnel transaction affecting the status of said employee. Personnel files of individual employees are confidential information and shall be used or exhibited only for administrative purposes or in connection with official proceedings before the City Council. However, any employee may examine his own file at any reasonable time.

No information of any kind shall be placed in the individual employee personnel file without simultaneous notification of its complete content to the employee concerned.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RESCINDING }  
RESOLUTION NO. 2011-110 AND }  
ADOPTING THE AMENDED }  
PERSONNEL SYSTEM RULES AND }  
REGULATIONS REGARDING PROBATION }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the City Council of the City of Turlock passed and adopted Personnel Resolution 89-38 on February 28, 1989 as directed under the provisions of Section 2-4-501 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

**WHEREAS**, since its initial adoption, numerous amendments have been made to the Personnel System Rules and Regulations; and

**WHEREAS**, the most recent amendment, Resolution No. 2011-110, adopted June 14, 2011, amended Section 14.05 regarding "Employment of Relatives, Anti-Nepotism Policy, and Conflict of Interest Living Arrangements Relating to City Employment" of the Personnel System Rules and Regulations; and

**WHEREAS**, the proposed amendment to the Personnel System Rules and Regulations changes the requirements of serving a new probationary period when an employee has been reclassified from one job classification to another job classification as documented under sections 13.05 "Salary Review Date" and 17.03 Probationary Appointments" in the Personnel System Rules and Regulations.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby rescind Resolution No. 2011-110 and adopts the amended Personnel System Rules and Regulations as attached.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13th day of March, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

COPY  
55

**CLAIM AGAINST THE CITY OF TURLOCK  
CLAIM AGAINST THE PUBLIC EMPLOYEES OF THE CITY OF TURLOCK  
CLAIM AGAINST THE TURLOCK POLICE DEPARTMENT  
CLAIM AGAINST THE PUBLIC EMPLOYEES OF THE TURLOCK POLICE  
DEPARTMENT**

**(Pursuant to Section 910, et. seq., Government Code)**

**NAME, ADDRESS AND TELEPHONE NUMBER OF CLAIMANT:**

Jose Amparo Cruz  
1142 Stone Court  
Turlock, CA 95380  
(209) 667-5039

RECEIVED  
FEB 16 2012  
CITY ATTORNEY

**NAME AND ADDRESS OF PERSON TO WHOM ANY NOTICES CONCERNING  
CLAIM SHOULD BE SENT:**

Mark S. Nelson, Esq.  
LAW OFFICES OF MARK S. NELSON  
215 McHenry Avenue  
Modesto, California 95354  
Telephone: (209) 529-0995  
Facsimile: (209) 529-6207

**DATE AND TIME WHEN DAMAGE OR INJURY OCCURRED:**

October 26, 2011 at approximately 1716 hours

**LOCATION OR OCCURRENCE:**

Lander Avenue near E. Linwood Avenue, Turlock, California.

**CIRCUMSTANCES OF OCCURRENCE.**

Claimant was driving her vehicle southbound on Lander Avenue when a vehicle driven by Turlock Police Officer Jesse Bawcum, and owned by the City of Turlock, struck claimant's vehicle causing injuries and damages to claimant. Attached hereto and incorporated herein by reference is a copy of the Traffic Collision Report.

Claimant alleges that Officer Bawcum operated his motor vehicle and the City of Turlock employed Officer Bawcum at the time of the accident. Further, the City of Turlock owned or controlled the motor vehicle which was operated with its permission; the City of Turlock entrusted the motor vehicle which was being driven by Jesse Bawcum and that Jesse Bawcum acted within the scope and course of his employment with the City of Turlock. This accident occurred within the course and scope of Jesse Bawcum's employment with the Turlock Police Department, thus, the City of Turlock is liable as his employer.

**DESCRIPTION OF LOSS, DAMAGE OR INJURY.**

Claimant sustained injuries to her neck, shoulder, pelvis, lower back, left knee as well as with headaches.

**NAME(S) OF CITY EMPLOYEE(S) CAUSING INJURY, DAMAGE OR LOSS IF KNOWN.**

Turlock Police Officer Jesse Bawcum.

**AMOUNT CLAIMED AT PRESENT INCLUDING, ESTIMATED AMOUNT OF ANY PROSPECTIVE LOSSES.**

This action will be pursued in the Superior Court and will *not* be a limited civil case. We do not state an amount in the claim because the amount of the claim exceeds that amount set forth in Government Code Section 910(f).

**NAME(S) AND ADDRESS(ES) OF WITNESS(ES), DOCTOR(S), AND/OR HOSPITAL(S).**

Those persons listed in the Traffic Collision Report, a copy of which is attached hereto and incorporated herein by reference.

Emergency personnel with Emanuel Medical Center, 825 Delbon Avenue, Turlock, Ca.

Dated: February 14, 2012

LAW OFFICES OF MARK S. NELSON

By: 

MARK S. NELSON, ESQ.  
Attorney for Claimant

**CLAIM TO BE DELIVERED TO:**

City Clerk  
City of Turlock  
156 S. Broadway, Suite 230  
Turlock, CA 95380

Turlock Police Department  
900 N. Palm  
Turlock, CA 95380



## Council Synopsis

March 13, 2012

7A

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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:

Ordinance: Amending Turlock Municipal Code Title 2, Chapter 9, entitled "Public Works Contracts" in order to update Section 03

### 2. DISCUSSION OF ISSUE:

The City of Turlock is a participant in the Uniform Cost Accounting program. The program was created in 1983 which allows local agencies to perform public project work up to \$30,000 with its own work force if the agency elects to follow the cost accounting procedures set forth in the Cost Accounting Policies and Procedures Manual of the California Uniform Construction Cost Accounting Commission. The Act is enacted under Public Contracts Code Section 22000 through 22045.

Every five years, the Commission shall consider whether there have been material changes in public construction costs and make recommendations to the State Controller regarding adjustments to the bidding procedure monetary limits (PCC 22020). In July, the State Controller, at the recommendation of the Commission, adjusted the limits for which a member agency can bid projects through informal procedures. The new limits are as such:

- (a) Public projects of \$30,000 or less may be performed by negotiated contract or by purchase order (PCC 22032(a)).
- (b) Public projects of \$175,000 or less may be let to contract by the informal procedures set forth in the Act (PCC 22032(b)).
- (c) Public projects of more than \$175,000 shall be let to contract by formal bidding procedures (PCC 22032(c)).

In September 2011, staff brought forth an ordinance amendment to modify the limits as recommended by the State Controller. Since that time, the California

Legislature increased the limits for work to be self-performed by city forces or negotiated contract bid procedures from \$30,000 to \$45,000. Staff is recommending updating Turlock Municipal Code, Title 2, Chapter 9, entitled "Public Works Contracts" in order to update Section 03 to meet the new monetary limit set forth by the legislature.

**3. BASIS FOR RECOMMENDATION:**

- A. The California State Controller modified the limits for which a public works contract can be bid through an informal procedure.
- B. The informal bid procedures allow staff to expedite the construction of minor construction projects.

**Strategic Plan Initiative H. MUNICIPAL INFRASTRUCTURE**

- Goal(s):**
- a. Identify Avenues to Address Existing Deficiencies
    - iii. Storm Drainage
    - iv. Streets and Roadways
    - v. Water and Sewer
    - vi. Street Lighting

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

Fiscal Impact: None

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

Exempt pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**7. ALTERNATIVES:**

- A. The City Council may choose not to adopt this amendment.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 2, CHAPTER 9, }  
ENTITLED "PUBLIC WORKS CONTRACTS" }  
IN ORDER TO UPDATE SECTION 03 }  
\_\_\_\_\_ }

ORDINANCE NO. -CS

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

**SECTION 1. AMENDMENT:** Title 2, Chapter 9, Section 03, is hereby amended to read as follows:

**2-9-03 Public projects less than Thirty Thousand Dollars.**

Public projects of ~~Thirty~~Forty-five Thousand and no/100ths (\$3045,000.00) Dollars or less may be performed by the employees of the City agency by force account or by negotiated contract as follows:

(a) Force work by City employees. The City Engineer shall approve a work order for the public project following the guidelines outlined in Section 2-9-02 of the Code, and all charges relative to the project, including all labor, equipment rentals, materials, overhead costs, and the like, shall be charged to the work order.

(b) Negotiated contracts. The City Engineer shall negotiate with at least two (2) contractors whom he determines are capable of performing public projects of the type and size. Upon the completion of negotiations, the City Engineer shall select the best contract proposal. A written contract will be prepared, approved as to form by the City Attorney, and signed by the City Manager and the contractor. The City Engineer will then direct contractor to perform the required work

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

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

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this \_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

GA

March 13, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Supporting an Effective Sustainable Community Strategy for the Stanislaus Council of Governments as required by SB 375 and committing to Leadership for Economically Viable Smart Growth Planning

### 2. DISCUSSION OF ISSUE:

The attached resolution was placed on the City Council agenda at the request of Riverbank's Mayor Virginia Madueño. Mayor Madueño's objective is to obtain a broad base of support for this resolution. The StanCOG Policy Board endorsed the resolution at its January 10 meeting and the Mayor is asking each of the nine cities and the County to also endorse the resolution. By signing on to the resolution, the City would be committing to joining StanCOG and the other nine jurisdictions in Stanislaus County to actively participate in the development of the SB 375 Sustainable Communities Strategy and disseminating information to the public.

The resolution was drafted by the San Joaquin Valley Network which was established through ClimatePlan. ClimatePlan is a coalition of non-profit organizations with a broad spectrum of interests including the American Farmland Trust, the Natural Resources Defense Council, the Local Government Commission, the American Lung Association, the Greenbelt Alliance, the Nature Conservancy, the Sierra Club and a host of other partner agencies. While each organization brings its unique perspective to the coalition, all are committed to improving planning in California to create vibrant, healthy communities and reduce harmful greenhouse gas emissions. The partnership provides research, communications, and venues for public dialogue, as well as advocacy that promotes the successful implementation of SB 375.

Mayor Madueño will attend the March 13 City Council meeting to present this item.

**3. BASIS FOR RECOMMENDATION:**

A. Under AB 32 and SB 375, the Stanislaus Council of Governments is required to develop a Sustainable Communities Strategy as part of its 2014 Regional Transportation Plan. The purpose of the Strategy is to address greenhouse gas emission reduction targets established by the State for local governments from mobile sources.

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

**Goal(s):**

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

**Actions:**

- Council:* a. General Plan adoption
- Staff:* a. General Plan implementation

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

**Goal(s):**

- a. Community Infrastructure

Strive to:

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

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

**Fiscal Impact:** None

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

Recommend approval.

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

**7. ALTERNATIVES:**

A. The Council may choose not to support the resolution.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPPORTING AN }  
EFFECTIVE SUSTAINABLE COMMUNITY }  
STRATEGY FOR THE STANISLAUS }  
COUNCIL OF GOVERNMENTS AS }  
REQUIRED BY SB 375 AND COMMITTING }  
TO LEADERSHIP FOR ECONOMICALLY }  
VIABLE SMART GROWTH PLANNING }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, City of Turlock has affirmed our commitment to the long term goals set forth in the Blueprint Planning Principles and Smart Valley Places / U.S. Partnership for Sustainable Communities Livability Principles, which all strive to strengthen existing communities with more walkable, vibrant neighborhoods and help improve air quality and support better health for all residents; and

**WHEREAS**, SB 375 is California state legislation that became law effective January 1, 2009, that prompts California regions to reduce greenhouse gas emissions from cars and light trucks; this law requires the creation of Sustainable Community Strategies (SCS) which combine transportation and land use elements as part of the Stanislaus Council of Governments' Regional Transportation Plan (RTP); and

**WHEREAS**, the SCS/RTP can provide valuable support to the City/County in achieving its goals including economic vitality, lower traffic, and cleaner air; and

**WHEREAS**, access to new state and federal funds for transportation and land use planning and development are increasingly encouraging alignment with efficient smart growth and regional planning efforts, and this alignment has already brought significant funds and national attention to San Joaquin Valley governments, such as the Smart Valley Places Initiative, which received a \$4 million Sustainable Communities planning grant; and

**WHEREAS**, the National Association of Realtors has found that 83 percent of U.S. residents support building communities where people can walk more and use their car less; more Californians want to live in communities where they can walk, bike or take public transit to their destinations; and real estate market experts have projected that these changing housing preferences and changing demographics will lead to a shortage of housing in compact, walkable communities; and

**WHEREAS**, the average household in the City is currently burdened with spending more of its income on the combined costs of housing and long commutes due to increased fuel prices, costs that will continue to rise particularly if people have no choice but to drive longer distances to get to schools, jobs, shopping, and services; and

**WHEREAS**, building new homes at all income levels and jobs in compact, walkable, and bike-friendly communities near public transportation can ensure that residents of all income and age levels have choices about how to travel to work, school, or shopping, while a lack of transportation options can isolate or preclude opportunity from those such as senior citizens who do not drive or drive less; and

**WHEREAS**, building sufficient homes affordable to families of all incomes, maintaining existing transportation infrastructure and investing in public transportation, upgrading water and sewage infrastructure to support growth in existing communities, and building complete streets will put people back to work, revitalize existing communities, preserve valuable natural resources and water supplies for future generations, and safeguard the agricultural economy; and

**WHEREAS**, better studying and understanding the benefits of our land use and transportation planning will ultimately help us best address issues such as health and safety in our neighborhoods, diabetes and obesity among our school aged children, and the costs of housing and transportation to all of our residents, and thereby help increase capacity for smart growth planning and discussions in our community; and

**WHEREAS**, building new homes and jobs in a compact development pattern and promoting more infill development can reduce long-term costs to local governments and agencies.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Turlock supports the creation of an effective Sustainable Communities Strategy that makes significant strides in improving air quality and reducing pollution-related illness, providing convenient and affordable housing and transportation options to help create inclusive communities and provide opportunities for all residents, lowering maintenance and infrastructure costs for local agencies, protecting valuable natural resources and preserving farmland, and supporting safe streets for walking and biking; and

**BE IT FURTHER RESOLVED** that the City of Turlock asks that the Sustainable Community Strategy process provide a wider range of information on potential benefits for our residents such as health, street safety, economic and infrastructure impacts, and job opportunities; and

**BE IT FURTHER RESOLVED** that the City of Turlock requests and offers its assistance to the COG in developing this Sustainable Communities Strategy through a process that engages its residents, a wide array of public stakeholders, and the City Council to ensure that this plan best meets our local needs.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of March 2012, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

EB

March 13, 2012

From: Roy W. Wasden, City Manager

Prepared by: Kellie E. Weaver, City Clerk

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Supporting the extension of a 1/8 cent sales tax which would fund the Stanislaus County Library

### 2. DISCUSSION OF ISSUE:

In 1995, Stanislaus County voters approved a 1/8 cent sales tax increment to support the Stanislaus County Library. Voters extended the special tax in 1999 for a period of five years, and in March 2004, approved a measure to continue the tax, this time for eight years, through June 30, 2013. Monies received from this tax can only be used for library services and currently fund 87% of the cost of operating the County's libraries. The Stanislaus County Library is seeking continued funding through an extension of a 1/8 cent sales tax through Ballot Measure T which will be brought before voters in Stanislaus County at an election to be held on June 5, 2012.

The Stanislaus County Library is requesting cities in Stanislaus County to support the extension of the 1/8 cent sales tax. Since voters approved the initial 1/8 cent sales tax measure in 1995, Turlock City Councilmembers have unanimously supported the extension of the tax through formal Council action taken in both 1998 and 2004.

### 3. BASIS FOR RECOMMENDATION:

A. Stanislaus County Libraries provide valuable services and resources to all members of our community.

**Strategic Plan Initiative:** Not specifically identified within the Strategic Plan.

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact:** None

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Council could choose not to support the extension of the tax.



## Help us Save Stanislaus Libraries . . . *Without raising taxes*

Our county libraries desperately need your help. The one-eighth of a penny sales tax that funds the libraries is expiring, and voters will be asked to renew it on the June, 2012 ballot as Measure T.

***If we don't act, our libraries will lose 87% of their funding and many – if not all – branches will close.***

Since 1995, when it was first approved by more than 2/3 of Stanislaus County voters, this tiny sales tax has kept our libraries open through some pretty tough times.

When you examine the facts, we hope you will decide to Support Measure T and Save Stanislaus Libraries:

- ★ ***Measure T is not a new tax.*** It just renews the current one-eighth of a penny sales tax we already pay.
- ★ By law, these revenues can only be used for library services. ***They can't be taken by the state or diverted for other uses.*** With our state budget in such trouble, local measures are the only way to ensure our tax dollars are being used to satisfy our priorities.
- ★ This measure automatically expires in 5 years and can't be extended without 2/3 voter approval. An ***independent citizens' oversight committee*** is written into the measure to ensure funds are being spent in the way voters approved.
- ★ ***Finally, renewal of this library funding measure is not a Democratic or Republican issue.*** Our supporters cut across all ideologies.

Some people question the relevance of the library in the age of the Internet. But ***more than 300,000 Stanislaus County residents have library cards, and usage is up by every measure:***

- ★ Children are coming to participate in story times and learning the importance and joy of reading – perhaps the key building block to success in school.
- ★ Teens use the library as a safe place to read and study.
- ★ Seniors utilize services like computer training, large print books, and book delivery to the homebound.
- ★ Workers are accessing job applications, employment services, and job training resources – more important than ever in this era of staggering unemployment rates.
- ★ Businesses use the library as a resource for economic information and research.
- ★ Adults and families are able to change their lives through Literacy training the library offers.
- ★ In these tough economic times, free access to over 781,000 books and publications, DVD's, CD's, and online databases is more valued than ever.
- ★ The libraries' free computers and Wi-Fi access are in constant demand.

***But to win at the ballot box in June, we need your help!  
Sign up today to Help Save Stanislaus Libraries!***

**For more information, go to [www.SaveStanLibraries.com](http://www.SaveStanLibraries.com).**

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPPORTING THE }  
EXTENSION OF A 1/8 CENT SALES TAX }  
WHICH WOULD FUND THE STANISLAUS }  
COUNTY LIBRARY }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the Stanislaus County Library is seeking continued funding through an extension of a 1/8 cent sales tax; and

**WHEREAS**, an election will be held on June 5, 2012, whereupon the voters will be asked to extend the 1/8 cent sales tax to assist in funding of the Stanislaus County Library; and

**WHEREAS**, the Stanislaus County Library is requesting cities in Stanislaus County to support the extension of the 1/8 cent sales tax which supports the Stanislaus County Library by adoption of this resolution; and

**WHEREAS**, a certified copy of this resolution shall be delivered to the Stanislaus County Library.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby endorse the June 2012 election in support of the extension of the 1/8 cent sales tax which funds the Stanislaus County Library.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 13<sup>th</sup> day of March, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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