City Council Agenda

MARCH 27, 2012
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

choose civility
www.stancoe.org/civility

Mayor
John S. Lazar

Council Members
William DeHart, Jr. **Amy Bublak**
Forrest White **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 agendized topic or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: "Love Turlock," April 28, 2012, accepted by Pastor David Larson, New Life Christian Center
B. *Proclamation*: American Red Cross Month, March 2012, accepted by Rebecca Ciszek
C. *Appointment*: CDBG Committee (Community Members)
D. *Appointment*: CDBG Committee (Council Representative)
E. *Presentation*: Choose Civility, Tom Changnon, Stanislaus County Superintendent of Schools

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: None

B. STAFF UPDATES: None

C. PUBLIC PARTICIPATION:

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

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 2/23/12 in the amount of $1,401,266.49; Demands of 3/8/12 in the amount of $782,092.63

B. *Motion*: Accepting Minutes of Special Joint Meeting of Turlock City Council/Development Collaborative Advisory Committee of March 13, 2012; Accepting Minutes of Regular Meeting of March 13, 2012

C. *Motion*: Approving the exchange agreement with Joseph and Antonia Borba, for City Project No. 11-41, "Sewer Lift Stations on West Main/Clinton and West Main/Tegner"

D. *Motion*: Awarding bid and approving an agreement in the amount of $11,280 (Fund 228) with Bigler Construction of Turlock, California, for City Project No. 11-56, "Dale Pinkney Park Arbor"

E. 1. *Motion*: Awarding bid and approving an agreement in the amount of $10,755 (Fund 240) with JDS Tile and Construction of Denair, California, for City Project No. 12-23, "City Hall Carpets to Tile Conversion – 2nd Floor"
2. *Resolution*: Appropriating $15,594 to account number 240-00-000-201.44030_13 "BCH Repairs and Improvements" to be funded via a transfer from Fund 240 "Small Equipment Replacement Reserve" for City Project No. 12-23, "City Hall Carpet to Tile Conversion-2nd Floor," to complete the necessary funding required for the project

F. *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

G. *Motion*: Accepting notification of Contract Change Order No. 1 in the amount of $10,404.48 (Fund 305) for City Project No. 0745, "Traffic Signal at W Main and S Kilroy," bringing the contract total to $270,842.48

H. *Motion*: Awarding bid and approving an agreement in the amount of $27,310 (Funds 241, 410, 420) with Harris Builders, Inc., of Hilmar, California, for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation"

I. *Motion*: Approving an agreement with Pacific Gas & Electric (PG&E) of Sacramento, California, in the amount of $7,371.88 (Fund 305) to pay a special facilities payment associated with the gas service for City Project No. 0804B, "Turlock Public Safety Facility"

J. 1. *Resolution*: Approving the submittal of an application for a Caltrans Planning Grant to prepare a Bicycle Master Plan for the City of Turlock and authorizing the City Manager or his designee to execute and submit all documents necessary to complete the grant-funded project

2. *Resolution*: Approving the submittal of an application for a Caltrans Planning Grant to prepare a plan line for the Eastside Expressway for the City of Turlock and authorizing the City Manager or his designee to execute and submit all documents necessary to complete the grant-funded project

K. *Motion*: Approving an agreement with Erler and Kalinowski, Inc. (EKI) to complete Phase 2 of the Salinity Study for the Regional Water Quality Control Facility in the amount of $26,800

L. *Resolution*: Authorizing the sole source procurement of Wemco hydrogritter equipment for Municipal Services in the amount of $60,858 and allowing the sole source procurement of future purchases of Wemco hydrogritter equipment without compliance to the formal bid procedure

M. *Resolution*: Authorizing the sole source procurement of two (2) Flygt brand sewer collections pumps from Shape, Inc. of Stockton, California, in an amount not to exceed $38,527 from Fund 410, without compliance to the formal bid procedure, pursuant to City Council Resolution 2005-174

N. *Resolution*: Authorizing the sole source procurement of two (2) Venturi Model No. VA-1400 from Venturi Aeration, Inc. of Pelham, New Hampshire, in an amount not to exceed $25,840, without compliance to the formal bid procedure

O. *Resolution*: Accepting donations received from January through March FY 2011/12, to be deposited as per the attached worksheet (Exhibit A), for a variety of Parks, Recreation & Public Facilities Division programs, scholarships, and activities

P. *Resolution*: Authorizing the submittal of a San Joaquin Valley Air Pollution Control District (SJVAPCD) grant application in the amount of $96,353.58 for the acquisition of four (4) fully funded 2012 Trikke Pon-e electric scooters at $4,075 per vehicle and four (4) Ford Fusion hybrid vehicles with partial grant funding of up to $20,000 per vehicle, with a per vehicle cost of $28,600

Q. *Resolution*: Reaffirming the emergency declaration of the City Manager that there is a need for the replacement and purchase of one (1) 6809 controller and two (2) ACB boards to be utilized by Turlock Public Safety Communications, from Scott Communications as the nearest available source of supply, and appropriating $9,500 from Fund 116 "Outside Agencies Use of 800 MHz/H.T.E. and Equipment" reserve balance to account number 116-20-230.51005_005 "Communications-800 MHz Equipment"

R. *Resolution*: Authorizing the acquisition of unclaimed or surrendered property for City use and the donation of twelve (12) bicycles to the 38th District Agricultural Association (Stanislaus County Fair Board) for their use in varied community/fair programs

S. *Resolution*: Approving the amended job classification on one (1) vacant Public Safety Records Supervisor and obtaining authorization to fill this vacancy through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

T. *Resolution*: Approving the amended job classification of Police Support Operations Division Manager to Public Safety Support Operations Division Manager and obtaining authorization to fill this vacancy through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

U. *Resolution*: Accepting the second quarter of FY 2011/12 monetary donations valued at $295 from various donors in support of Animal Control Services and accepting the second quarter of FY 2011/12 donations of assorted animal related products valued at $4,363.06 utilized in support of Animal Control Services

V. *Resolution*: Accepting a monetary donation of $1,300 from the Modesto Area Chapter Model A Club in support of the Volunteers in Police Service Program

W. *Motion*: Rejecting Claim for Damages filed by Eddie Dixon

6. FINAL READINGS:

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 as introduced at the March 13, 2012 meeting

7. PUBLIC HEARINGS:

A. Request to approve the 2011 General Plan Implementation Report. *(Whitmore)*

Recommended Action
Resolution: Approving the 2011 General Plan Implementation Report

8. SCHEDULED MATTERS:

A. Request to authorize the City Manager or his designee to execute the attached Municipal Agency Affiliate Participation Form and participate in the Southwest Solar Transformation Initiative. *(Whitmore)*

Recommended Action:
Motion: Authorizing the City Manager or his designee to execute the attached Municipal Agency Affiliate Participation Form and participate in the Southwest Solar Transformation Initiative

B. Request to award bid and approve an agreement with Sierra Mountain Construction, Inc., San Francisco, California, for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline." *(Pitcock)*

Recommended Action:
Motion: Awarding bid and approving an agreement in the amount of $13,194,725 (Fund 415) with Sierra Mountain Construction, Inc., San Francisco, California, for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline"

C. Request to evaluate the status of the Turlock City Arts Commission, pursuant to Council direction. *(Van Guilder)*

***Recommended Action*:**
Informational item only. No action to be taken.

D. Request to authorize the City Manager to take action in support of AB 1585 (Perez) and to express the support of the City of Turlock to the League of California Cities and members of the legislature. *(Pitt)*

Recommended Action:
Motion: Authorizing the City Manager to take action in support of AB 1585 (Perez) and expressing the support of the City of Turlock to the League of California Cities and members of the legislature

E. Request to provide direction and authorize potential action on pending state legislation including SB 986, SB 1220 and SB 1498, as well as federal legislation including S 1813, HR 7 and HR 1433. *(Pitt)*

Recommended Action:
Motion: Providing direction and authorizing potential action on pending state legislation including SB 986, SB 1220 and SB 1498, as well as federal legislation including S 1813, HR 7 and HR 1433

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

Conference with Labor Negotiators, Cal. Gov't Code §54957.6
Agency Negotiators: Roy W. Wasden/Phil Lancaster
Employee Organization: Turlock Associated Police Officers
Employee Organization: Turlock City Employee Association
Employee Organization: Turlock Firefighters Association. Local 2434
Employee Organization: Turlock Management Association-Public Safety
Unrepresented Employees: Accountant, Sr., Assistant to the City Manager for Economic Development/Redevelopment, Community Housing Services Manager, Deputy Development Services Director/Planning, Development Services Director/City Engineer, Development Services Supervisor/City Surveyor, Executive Assistant to the City Manager/City Clerk, Finance Customer Service Supervisor, Fire Chief, Human Resources Manager, Human Resources Technician, Legal Assistant, Municipal Services Director, Office Assistant II, Payroll Coordinator, Principal Civil Engineer, Public Facilities Maintenance Manager, Regulatory Affairs Manager, Secretary/Deputy City Clerk, Executive Administrative Assistant/Public Safety, Technical Services Manager, Traffic/Transportation Engineering Supervisor, Utilities Manager, Water Quality Control Division Manager

12. ADJOURNMENT

2A

IN HONOR OF

LOVE TURLOCK

April 28, 2012

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

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

WHEREAS, on Saturday, April 28, 2012, an army of volunteers from churches, organizations, businesses, and the community at large, will go out into Turlock to make a difference by serving real people one on one; inspiring, leading, loving; and demonstrating kindness, meeting needs, and impacting lives with the love of Jesus; and

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

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim April 28, 2012, as "**LOVE TURLOCK**" day in the City of Turlock and urge all citizens to show their support for this praiseworthy event.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 27th day of March, 2012.

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

2B

IN HONOR OF

AMERICAN RED CROSS MONTH

March 2012

WHEREAS, the American Red Cross has touched many lives in Turlock and fulfills a vital role in our community, preventing and alleviating suffering in the face of disaster and is a true reflection of the humanitarian and volunteer spirit of the American people; and

WHEREAS, during American Red Cross Month, we thank those who contribute to the mission of the Red Cross, whether through their generosity of time, money or blood, and we invite others to support the Red Cross in helping people in need down the street, across the country and around the world; and

WHEREAS, the American Red Cross is synonymous with helping people, and has been doing so for more than 130 years. Throughout the past year, the American Red Cross launched hundreds of disaster relief operations in the United States to help people affected by fires, floods, hurricanes and tornadoes. The American Red Cross also supported major international disasters, including the Japan earthquake and tsunami response, while continuing its work on the 2010 Haiti earthquake response and recovery; and

WHEREAS, in the Turlock area, the Red Cross works tirelessly through its three employees and 129 volunteers to support us when disaster strikes, when someone needs life-saving blood, or the comfort of a helping hand. It provides 24-hour support to those impacted by home fire, to our members of the military, veterans and their families, and provides training in CPR, aquatics safety, and first aid; and

WHEREAS, for nearly 100 years, United States presidents have called on the American people to support the Red Cross and its humanitarian mission. Our community depends on the American Red Cross and because it is not a government agency, the Red Cross depends on support from the public to continue its humanitarian work. This is especially important in these challenging economic times – which impact the Red Cross and many people in our community and across the nation.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock, and on behalf of all our citizens, do hereby proclaim March 2012, as **"AMERICAN RED CROSS MONTH "** in the City of Turlock and encourage all Americans to support this organization and its noble humanitarian mission.

IN WITNESS WHEREOF, I, JOHN LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 27th day of March, 2012.

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

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 2/23/12 IN THE AMOUNT OF $1,401,266.49; DEMANDS OF 3/8/12 IN THE AMOUNT OF $782,092.63	**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:
2/23/2012	$1,401,266.49
03/08/12	$782,092.63

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

LIVE - City of Turlock - LIVE

Payment Register

From Payment Date: 2/17/2012 - To Payment Date: 2/23/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
87481	02/21/2012	Open			Utility Management Refund	HUNDAL M.D., NIRBHAI S	$22.13		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$22.13		
87482	02/21/2012	Open			Utility Management Refund	MANIZOVICHI, MARIET	$55.66		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$55.66		
87483	02/21/2012	Open			Utility Management Refund	SAALWAECHTER, ERIC	$141.54		
	Paying Fund			Cash Amount			Amount		
	420 - WATER			420.11000 (Cash)			$141.54		
87484	02/23/2012	Open			Accounts Payable	ACCOUNTEMPS INC	$1,390.46		
	Paying Fund			Cash Amount			Amount		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$695.23		
	420 - WATER			420.11000 (Cash)			$695.23		
87485	02/23/2012	Open			Accounts Payable	AIRGAS NCN	$872.22		
	Paying Fund			Cash Amount			Amount		
	110 - General Fund			110.11000 (Cash)			$213.28		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$658.94		
87486	02/23/2012	Open			Accounts Payable	AT&T / CALNET 2	$668.82		
	Paying Fund			Cash Amount			Amount		
	110 - General Fund			110.11000 (Cash)			$291.71		
	405 - Building			405.11000 (Cash)			$33.44		
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)			$155.51		
	420 - WATER			420.11000 (Cash)			$155.52		
	502 - Engineering			502.11000 (Cash)			$4.48		
	605 - RDA 20% Housing Set Aside			605.11000 (Cash)			$28.16		
87487	02/23/2012	Open			Accounts Payable	AT&T MOBILITY	$923.27		
	Paying Fund			Cash Amount			Amount		
	110 - General Fund			110.11000 (Cash)			$844.92		
	501 - Information Technology			501.11000 (Cash)			$78.35		
87488	02/23/2012	Open			Accounts Payable	BALSWICK'S TIRE SHOP INC	$1,984.46		
	Paying Fund			Cash Amount			Amount		

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	110 - General Fund	110.11000 (Cash)		$1,984.46	
87489	02/23/2012 Open		Accounts Payable	BENCHMARK ENGINEERING	$225.00
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$225.00	
87490	02/23/2012 Open		Accounts Payable	CAROLLO ENGINEERS	$33,385.96
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$23,381.33	
	411 - Storm Drainage Construction	411.11000 (Cash)		$10,004.63	
87491	02/23/2012 Open		Accounts Payable	CARROLL INC, ROSS F.	$22,699.89
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$22,699.89	
87492	02/23/2012 Open		Accounts Payable	CENTRAL VALLEY COMMUNITY BANK	$28,399.57
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$28,399.57	
87493	02/23/2012 Open		Accounts Payable	CHAMPION INDUSTRIAL	$1,684.83
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$630.98	
	501 - Information Technology	501.11000 (Cash)		$1,053.85	
87494	02/23/2012 Open		Accounts Payable	CHARTER COMMUNICATIONS	$1,343.96
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$49.99	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$293.97	
	501 - Information Technology	501.11000 (Cash)		$1,000.00	
87495	02/23/2012 Open		Accounts Payable	CITY OF TURLOCK - CASH	$134.12
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$47.04	
	113 - Arts Commission	113.11000 (Cash)		$49.15	
	246 - Landscape Assessment	246.11000 (Cash)		$6.41	
	270 - Recreation Grants	270.11000 (Cash)		$4.52	
	426 - Transit - BLAST	426.11000 (Cash)		$4.00	
	502 - Engineering	502.11000 (Cash)		$23.00	
87496	02/23/2012 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$199,608.98
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$199,608.98	
87497	02/23/2012 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$114,023.26
	Paying Fund	Cash Amount		Amount	

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	511 - Health Insurance	511.11000 (Cash)		$114,023.26	
87498	02/23/2012 Open		Accounts Payable	COUNTY BANK VISA	$125.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$125.00	
87499	02/23/2012 Open		Accounts Payable	CURTIS & SONS INC, L N	$48.32
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$48.32	
87500	02/23/2012 Open		Accounts Payable	CWEA	$132.00
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$132.00	
87501	02/23/2012 Open		Accounts Payable	DON'S MOBILE GLASS INC	$316.23
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$316.23	
87502	02/23/2012 Open		Accounts Payable	DYETT & BHATIA URBAN	$30,143.40
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$30,143.40	
87503	02/23/2012 Open		Accounts Payable	ENGINEERED FIRE SYST INC	$360.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$360.00	
87504	02/23/2012 Open		Accounts Payable	GOLDEN STATE STEEL INC	$255,596.18
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$255,596.18	
87505	02/23/2012 Open		Accounts Payable	GOMES & SONS INC, JOE M	$20,685.64
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$12,730.59	
	205 - Sports Facilities	205.11000 (Cash)		$374.66	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,327.19	
	246 - Landscape Assessment	246.11000 (Cash)		$1,315.02	
	405 - Building	405.11000 (Cash)		$139.93	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,990.66	
	420 - WATER	420.11000 (Cash)		$877.88	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$773.36	
	502 - Engineering	502.11000 (Cash)		$64.52	
	505 - Fleet	505.11000 (Cash)		$91.83	
87506	02/23/2012 Open		Accounts Payable	GRAHAM PREWETT INC	$1,515.60
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$1,515.60	

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87507	02/23/2012	Open	Accounts Payable	GREG OPINSKI CONSTRUCTION INC	$6,210.00
	Paying Fund		Cash Amount		Amount
	216 - Streets - Local Transportation		216.11000 (Cash)		$6,210.00
87508	02/23/2012	Open	Accounts Payable	HOWK SYSTEMS INC	$10,200.63
	Paying Fund		Cash Amount		Amount
	420 - WATER		420.11000 (Cash)		$10,200.63
87509	02/23/2012	Open	Accounts Payable	HUB INT'L OF CA INS SVC	$611.47
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$611.47
87510	02/23/2012	Open	Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$59.24
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$59.24
87511	02/23/2012	Open	Accounts Payable	KLEINFELDER	$12,853.50
	Paying Fund		Cash Amount		Amount
	420 - WATER		420.11000 (Cash)		$12,853.50
87512	02/23/2012	Open	Accounts Payable	MADRUGA BROS ENT INC	$450.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$390.00
	255 - CDBG		255.11000 (Cash)		$6.00
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$42.00
	420 - WATER		420.11000 (Cash)		$3.00
	502 - Engineering		502.11000 (Cash)		$9.00
87513	02/23/2012	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS	$179.60
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$122.85
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$17.23
	502 - Engineering		502.11000 (Cash)		$39.52
87514	02/23/2012	Open	Accounts Payable	MODERN BUILDING INC	$182,067.26
	Paying Fund		Cash Amount		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$182,067.26
87515	02/23/2012	Open	Accounts Payable	MODESTO OVERHEAD DOOR INC	$153.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$153.00
87516	02/23/2012	Open	Accounts Payable	NEW WORLD SYSTEM CORP	$5,020.00
	Paying Fund		Cash Amount		Amount
	240 - Small Equipment Replacement		240.11000 (Cash)		$520.00

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	420 - WATER		420.11000 (Cash)		$4,500.00	
87517	02/23/2012	Open	Accounts Payable	P G & E		$96.11
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$82.25	
	426 - Transit - BLAST		426.11000 (Cash)		$13.86	
87518	02/23/2012	Open	Accounts Payable	PATRIAS ELEC CONT, DARRAL		$100,782.00
	Paying Fund		Cash Amount		Amount	
	305 - Capital Facility Fees		305.11000 (Cash)		$100,782.00	
87519	02/23/2012	Open	Accounts Payable	PRESORT CTR STOCKTON INC		$9,104.57
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$3,034.85	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$3,034.86	
	420 - WATER		420.11000 (Cash)		$3,034.86	
87520	02/23/2012	Open	Accounts Payable	REXEL INC		$1,699.83
	Paying Fund		Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1,699.83	
87521	02/23/2012	Open	Accounts Payable	ROLAND PHD,JOCELYN E		$731.25
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$731.25	
87522	02/23/2012	Open	Accounts Payable	SHAPE INC		$64,425.00
	Paying Fund		Cash Amount		Amount	
	306 - North Turlock Master Plan		306.11000 (Cash)		$64,425.00	
87523	02/23/2012	Open	Accounts Payable	SHARPENING SHOP		$11.37
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$11.37	
87524	02/23/2012	Open	Accounts Payable	SPRINT		$3,065.31
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1,791.85	
	205 - Sports Facilities		205.11000 (Cash)		$90.64	
	217 - Streets - Gas Tax		217.11000 (Cash)		$206.01	
	246 - Landscape Assessment		246.11000 (Cash)		$20.16	
	270 - Recreation Grants		270.11000 (Cash)		$23.56	
	405 - Building		405.11000 (Cash)		$33.79	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$188.77	
	420 - WATER		420.11000 (Cash)		$157.98	
	426 - Transit - BLAST		426.11000 (Cash)		$72.33	
	502 - Engineering		502.11000 (Cash)		$434.90	

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	505 - Fleet	505.11000 (Cash)		$45.32	
87525	02/23/2012 Open	Accounts Payable	STANISLAUS REGIONAL 9-1-1		$338.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$338.00	
87526	02/23/2012 Open	Accounts Payable	T I D		$26,589.72
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$290.04	
	216 - Streets - Local Transportation	216.11000 (Cash)		$26,023.57	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$263.37	
	420 - WATER	420.11000 (Cash)		$12.74	
87527	02/23/2012 Open	Accounts Payable	TURLOCK CITY TOW INC		$481.50
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$431.50	
	426 - Transit - BLAST	426.11000 (Cash)		$50.00	
87528	02/23/2012 Open	Accounts Payable	TURLOCK SCAVENGER CO INC		$200,000.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$200,000.00	
87529	02/23/2012 Open	Accounts Payable	UNIVAR USA INC		$5,241.07
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$5,241.07	
87530	02/23/2012 Open	Accounts Payable	US BANK-VISA		$41,415.09
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$14,194.58	
	112 - Capital Purchases	112.11000 (Cash)		$64.40	
	121 - Tourism - City Share	121.11000 (Cash)		$121.31	
	201 - Asset Forfeiture	201.11000 (Cash)		$320.88	
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		$50.00	
	205 - Sports Facilities	205.11000 (Cash)		$2,498.04	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)		$84.75	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,451.64	
	226 - Traffic Tax	226.11000 (Cash)		$986.78	
	242 - Computer Replacement	242.11000 (Cash)		$1,204.14	
	246 - Landscape Assessment	246.11000 (Cash)		$1,566.01	
	270 - Recreation Grants	270.11000 (Cash)		$1,096.08	
	306 - North Turlock Master Plan	306.11000 (Cash)		$224.25	
	405 - Building	405.11000 (Cash)		$320.05	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$13,870.51	

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	420 - WATER	420.11000 (Cash)			$2,195.00
	426 - Transit - BLAST	426.11000 (Cash)			$995.57
	501 - Information Technology	501.11000 (Cash)			$82.84
	502 - Engineering	502.11000 (Cash)			$88.26
87531	02/23/2012 Open		Accounts Payable	VAN DE POL ENTERPRISE INC	$641.98
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$641.98
87532	02/23/2012 Open		Accounts Payable	WEST COAST SAND & GRAVEL	$1,280.45
	Paying Fund	Cash Amount			Amount
	205 - Sports Facilities	205.11000 (Cash)			$1,280.45
87533	02/23/2012 Open		Accounts Payable	WILLE ELECTRIC SUPPLY INC	$1,752.36
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$1,752.36
87534	02/23/2012 Open		Accounts Payable	WORK WELLNESS	$2,479.50
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$2,479.50
87535	02/23/2012 Open		Accounts Payable	Barnett, Charles	$3,464.95
	Paying Fund	Cash Amount			Amount
	702 - Misc Employees Retiree Health	702.11000 (Cash)			$3,464.95
87536	02/23/2012 Open		Accounts Payable	BAWCUM, JESSE	$192.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$192.00
87537	02/23/2012 Open		Accounts Payable	BEATY, MARIA	$18.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00
87538	02/23/2012 Open		Accounts Payable	CAMPOS, MATT	$148.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$148.00
87539	02/23/2012 Open		Accounts Payable	CAVITT, JUSTIN	$18.00
	Paying Fund	Cash Amount			Amount
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00
87540	02/23/2012 Open		Accounts Payable	Coelho-Ashman Inc	$68.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$68.00
87541	02/23/2012 Open		Accounts Payable	DOUBLETREE SANTA BARBARA	$375.93
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$375.93

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87542	02/23/2012	Open		Accounts Payable	EMBASSY SUITES SAN FRANCISCO	$251.70
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$251.70
87543	02/23/2012	Open		Accounts Payable	GOMEZ, MARK	$206.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$206.00
87544	02/23/2012	Open		Accounts Payable	Keyes Charter School	$68.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$68.00
87545	02/23/2012	Open		Accounts Payable	LEON, SERGIO	$80.00
	Paying Fund		Cash Amount			Amount
	205 - Sports Facilities		205.11000 (Cash)			$80.00
87546	02/23/2012	Open		Accounts Payable	LEWIS, MAYRA	$98.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$98.00
87547	02/23/2012	Open		Accounts Payable	Marquises, Eden, Ando	$100.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$100.00
87548	02/23/2012	Open		Accounts Payable	Martinez, Armando	$42.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			($18.00)
	205 - Sports Facilities		205.11000 (Cash)			$60.00
87549	02/23/2012	Open		Accounts Payable	MCROY-WILBUR COMM	$660.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$1,100.00
	420 - WATER		420.11000 (Cash)			($440.00)
87550	02/23/2012	Open		Accounts Payable	Medina, Rosa	$18.60
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$18.60
87551	02/23/2012	Open		Accounts Payable	MELLO, SHEILA	$20.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$20.00
87552	02/23/2012	Open		Accounts Payable	Moody, Deborah	$100.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$100.00
87553	02/23/2012	Open		Accounts Payable	MORALES, MICHELLE	$18.00

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	Paying Fund	Cash Amount			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
87554	02/23/2012 Open		Accounts Payable	NAVARRO, FRANCISCO		$84.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$84.00	
87555	02/23/2012 Open		Accounts Payable	PEREZ, SERGIO		$84.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$84.00	
87556	02/23/2012 Open		Accounts Payable	ROBINSON, KENNY		$18.00
	Paying Fund	Cash Amount			Amount	
	203 - Animal Fee Forfeiture	203.11000 (Cash)			$18.00	
87557	02/23/2012 Open		Accounts Payable	Turloch High Band Booster		$500.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
87558	02/23/2012 Open		Accounts Payable	WALKER, SHAUN		$207.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$207.00	
Type Check Totals:			78 Transactions			$1,401,266.49

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	$1,401,266.49	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	78	$1,401,266.49	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	$1,401,266.49	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	78	$1,401,266.49	$0.00

Grand Totals:

Checks	**Status**	**Count**	**Transaction Amount**	**Reconciled Amount**
	Open	**78**	**$1,401,266.49**	**$0.00**
	Reconciled	**0**	**$0.00**	**$0.00**

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	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	78	$1,401,266.49	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	$1,401,266.49	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	78	$1,401,266.49	$0.00

LIVE - City of Turlock - LIVE

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From Payment Date: 3/2/2012 - To Payment Date: 3/8/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
87651	03/02/2012	Open			Accounts Payable	COMBINED BENEFITS ADMIN C	$106,166.42		
	Paying Fund			Cash Amount		Amount			
	511 - Health Insurance			511.11000 (Cash)		$106,166.42			
87652	03/02/2012	Open			Accounts Payable	MCGEE, RON	$1,000.00		
	Paying Fund			Cash Amount		Amount			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		$1,000.00			
87653	03/02/2012	Open			Accounts Payable	NEW WORLD SYSTEMS	$660.00		
	Paying Fund			Cash Amount		Amount			
	204 - AB 939 Integrated Waste Mgmt			204.11000 (Cash)		$660.00			
87654	03/02/2012	Open			Accounts Payable	CAMPOS, MATTHEW	$1,826.84		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$1,826.84			
87655	03/06/2012	Open			Utility Management Refund	BENNETT, ROBERT	$10.00		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$10.00			
87656	03/06/2012	Voided		03/09/2012	Utility Management Refund	CITY OF TURLOCK - HOUSING DIVISION	$24.05		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$24.05			
87657	03/06/2012	Open			Utility Management Refund	FRIEL, AMANDA	$110.06		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$110.06			
87658	03/06/2012	Open			Utility Management Refund	HUFFMAN, PETER	$58.37		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$58.37			
87659	03/06/2012	Open			Utility Management Refund	VU, TOM	$150.00		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$3.35			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$3.71			
	420 - WATER			420.11000 (Cash)		$142.94			
87660	03/07/2012	Open			Accounts Payable	AMIRFAR, NINO	$226.00		

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	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$226.00
87661	03/07/2012 Open		Accounts Payable	BAY PARK HOTEL MONTEREY	$377.60
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$377.60
87662	03/07/2012 Open		Accounts Payable	CCSF	$100.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$100.00
87663	03/07/2012 Open		Accounts Payable	COURTYARD SAN JOSE/MORGAN HILL	$462.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$462.00
87664	03/07/2012 Open		Accounts Payable	COURTYARD SAN JOSE/MORGAN HILL	$462.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$462.00
87665	03/07/2012 Open		Accounts Payable	D-PREP LLC	$674.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$674.00
87666	03/07/2012 Open		Accounts Payable	DOUBLETREE HOTEL SAN DIEGO	$473.25
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$473.25
87667	03/07/2012 Open		Accounts Payable	HERNANDEZ, DOMINIC	$580.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$580.00
87668	03/07/2012 Open		Accounts Payable	HILTON GARDEN INN	$448.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$448.00
87669	03/07/2012 Open		Accounts Payable	MODESTO POLICE DEPARTMENT	$50.00
	Paying Fund	Cash Amount			Amount
	266 - Police Services Grants	266.11000 (Cash)			$50.00
87670	03/07/2012 Open		Accounts Payable	NAVARRO, FRANK	$290.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$290.00
87671	03/07/2012 Open		Accounts Payable	PRUNEYARD PLAZA HOTEL CAMPBELL	$650.05
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$650.05

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87672	03/07/2012	Open		Accounts Payable	REDD, TIMOTHY	$290.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$290.00
87673	03/07/2012	Open		Accounts Payable	SCCSO	$800.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$800.00
87674	03/07/2012	Open		Accounts Payable	WEBB, STEPHEN	$148.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$148.00
87675	03/07/2012	Open		Accounts Payable	WEBB, STEVE	$112.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$112.00
87676	03/07/2012	Open		Accounts Payable	WILLIAMS, STEVEN	$320.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$320.00
87677	03/07/2012	Open		Accounts Payable	FRESNO CITY COLLEGE	$52.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$52.00
87678	03/08/2012	Open		Accounts Payable	4LEAF INC	$1,429.46
	Paying Fund		Cash Amount			Amount
	405 - Building		405.11000 (Cash)			$1,429.46
87679	03/08/2012	Open		Accounts Payable	ABS PRESORT INC	$5,000.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$5,000.00
87680	03/08/2012	Open		Accounts Payable	AMERICAN CANCER SOCIETY	$442.00
	Paying Fund		Cash Amount			Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			$442.00
87681	03/08/2012	Open		Accounts Payable	AMERICAN RED CROSS	$162.00
	Paying Fund		Cash Amount			Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)			$162.00
87682	03/08/2012	Open		Accounts Payable	ANYTHING VINYL LLC	$267.36
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$267.36
87683	03/08/2012	Open		Accounts Payable	AT&T / CALNET 2	$4,175.25
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$3,585.02
	205 - Sports Facilities		205.11000 (Cash)			$37.87

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	405 - Building	405.11000 (Cash)			$11.66	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$246.18	
	420 - WATER	420.11000 (Cash)			$34.71	
	426 - Transit - BLAST	426.11000 (Cash)			$66.22	
	501 - Information Technology	501.11000 (Cash)			$84.86	
	502 - Engineering	502.11000 (Cash)			$12.73	
	505 - Fleet	505.11000 (Cash)			$96.00	
87684	03/08/2012 Open		Accounts Payable	AT&T INFO SYSTEM		$357.18
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$357.18	
87685	03/08/2012 Open		Accounts Payable	AT&T MOBILITY		$2,822.89
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$2,437.49	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$238.64	
	501 - Information Technology	501.11000 (Cash)			$146.76	
87686	03/08/2012 Open		Accounts Payable	BUREAU VERITAS NO AMERICA		$720.73
	Paying Fund	Cash Amount			Amount	
	405 - Building	405.11000 (Cash)			$720.73	
87687	03/08/2012 Open		Accounts Payable	CAROLLO ENGINEERS		$799.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$799.00	
87688	03/08/2012 Open		Accounts Payable	CENTRAL CA INFO CENTER		$150.00
	Paying Fund	Cash Amount			Amount	
	215 - Streets - Grant Funded Projects	215.11000 (Cash)			$150.00	
87689	03/08/2012 Open		Accounts Payable	CHAMPION INDUSTRIAL		$2,540.05
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$1,686.53	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$486.80	
	425 - Transit - Dial A Ride	425.11000 (Cash)			$37.50	
	501 - Information Technology	501.11000 (Cash)			$250.00	
	505 - Fleet	505.11000 (Cash)			$79.22	
87690	03/08/2012 Open		Accounts Payable	CHARTER COMMUNICATIONS		$104.98
	Paying Fund	Cash Amount			Amount	
	501 - Information Technology	501.11000 (Cash)			$104.98	
87691	03/08/2012 Open		Accounts Payable	CHILDREN'S CRISIS CENTER		$776.00
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$776.00	

Payment Register

From Payment Date: 3/2/2012 - To Payment Date: 3/8/2012

87692	03/08/2012	Open	Accounts Payable	CHRISTMAS FUND	$1,662.00
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$1,662.00
87693	03/08/2012	Open	Accounts Payable	CITY OF TURLOCK - CASH	$173.79
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$6.00
	305 - Capital Facility Fees		305.11000 (Cash)		$34.35
	405 - Building		405.11000 (Cash)		$70.00
	426 - Transit - BLAST		426.11000 (Cash)		$63.44
87694	03/08/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	$65,001.46
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$65,001.46
87695	03/08/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN-	$4,867.55
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$4,867.55
87696	03/08/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN/	$2,183.98
	Paying Fund		Cash Amount		Amount
	511 - Health Insurance		511.11000 (Cash)		$2,183.98
87697	03/08/2012	Open	Accounts Payable	COPWARE INC	$710.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$710.00
87698	03/08/2012	Open	Accounts Payable	COSTCO	$1,388.83
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$458.69
	270 - Recreation Grants		270.11000 (Cash)		$930.14
87699	03/08/2012	Open	Accounts Payable	COUNTRY FORD TRUCKS INC	$1,315.44
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$1,315.44
87700	03/08/2012	Open	Accounts Payable	DAILY BREAD	$1,070.00
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$1,070.00
87701	03/08/2012	Open	Accounts Payable	DENAIR LUMBER INC	$7,423.65
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$7,423.65
87702	03/08/2012	Open	Accounts Payable	EDWARDS, TROY J	$2,766.60
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$2,766.60

Payment Register

From Payment Date: 3/2/2012 - To Payment Date: 3/8/2012

87703	03/08/2012	Open	Accounts Payable	EMPLOYEE COMMUNITY CRISIS	$324.00
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$324.00
87704	03/08/2012	Open	Accounts Payable	FRANCHISE TAX BOARD	$133.00
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$134.50
	110 - General Fund		110.11000 (Cash)		($1.50)
87705	03/08/2012	Open	Accounts Payable	GEOANALYTICAL LAB INC	$3,271.50
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,473.54
	420 - WATER		420.11000 (Cash)		$797.96
87706	03/08/2012	Open	Accounts Payable	GOMES & SONS INC, JOE M	$20,125.42
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$12,296.85
	205 - Sports Facilities		205.11000 (Cash)		$373.62
	217 - Streets - Gas Tax		217.11000 (Cash)		$1,031.14
	246 - Landscape Assessment		246.11000 (Cash)		$1,451.02
	255 - CDBG		255.11000 (Cash)		$92.59
	405 - Building		405.11000 (Cash)		$140.90
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$2,516.13
	420 - WATER		420.11000 (Cash)		$607.33
	425 - Transit - Dial A Ride		425.11000 (Cash)		$745.88
	426 - Transit - BLAST		426.11000 (Cash)		$710.22
	502 - Engineering		502.11000 (Cash)		$159.74
87707	03/08/2012	Open	Accounts Payable	GROENIGER & CO INC	$161.06
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$161.06
87708	03/08/2012	Open	Accounts Payable	HARDER'S PRINT SHOP INC	$1,354.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$240.52
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		$1,113.48
87709	03/08/2012	Open	Accounts Payable	HOSPICE OF EMANUEL	$762.00
	Paying Fund		Cash Amount		Amount
	104 - Payroll Clearing Fund		104.11000 (Cash)		$762.00
87710	03/08/2012	Open	Accounts Payable	HSQ INC	$439.05
	Paying Fund		Cash Amount		Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$439.05

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From Payment Date: 3/2/2012 - To Payment Date: 3/8/2012

87711	03/08/2012	Open	Accounts Payable	HUB INT'L OF CA INS SVC	$519.57
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$519.57
87712	03/08/2012	Open	Accounts Payable	ITRON INC	$877.38
	Paying Fund		Cash Amount		Amount
	420 - WATER		420.11000 (Cash)		$877.38
87713	03/08/2012	Open	Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$308.66
	Paying Fund		Cash Amount		Amount
	246 - Landscape Assessment		246.11000 (Cash)		$308.66
87714	03/08/2012	Open	Accounts Payable	KEY SEAL PRODUCTS INC	$348.39
	Paying Fund		Cash Amount		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$348.39
87715	03/08/2012	Open	Accounts Payable	LEHIGH HANSON INC	$180.39
	Paying Fund		Cash Amount		Amount
	217 - Streets - Gas Tax		217.11000 (Cash)		$180.39
87716	03/08/2012	Open	Accounts Payable	LINCOLN EQUIPMENT INC	$333.44
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$333.44
87717	03/08/2012	Open	Accounts Payable	MCI ENGINEERING	$70,294.14
	Paying Fund		Cash Amount		Amount
	305 - Capital Facility Fees		305.11000 (Cash)		$70,294.14
87718	03/08/2012	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS	$50.53
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$50.53
87719	03/08/2012	Open	Accounts Payable	N & S TRACTOR INC	$218.17
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$19.16
	217 - Streets - Gas Tax		217.11000 (Cash)		$204.82
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		($5.81)
87720	03/08/2012	Open	Accounts Payable	P G & E	$10.22
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$10.22
87721	03/08/2012	Open	Accounts Payable	PACIFIC TIRE & WHEEL	$51.00
	Paying Fund		Cash Amount		Amount
	110 - General Fund		110.11000 (Cash)		$21.00
	205 - Sports Facilities		205.11000 (Cash)		$9.00
	246 - Landscape Assessment		246.11000 (Cash)		$6.00

Payment Register

From Payment Date: 3/2/2012 - To Payment Date: 3/8/2012

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$10.50	
	425 - Transit - Dial A Ride	425.11000 (Cash)			$4.50	
87722	03/08/2012 Open		Accounts Payable	PAL		$220.00
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$220.00	
87723	03/08/2012 Open		Accounts Payable	POLYDYNE INC		$28,400.69
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$28,400.69	
87724	03/08/2012 Open		Accounts Payable	PRECISION CUSTOM WIRING		$2,838.84
	Paying Fund	Cash Amount			Amount	
	112 - Capital Purchases	112.11000 (Cash)			$2,838.84	
87725	03/08/2012 Open		Accounts Payable	RECREATION SCHOLARSHIP		$154.00
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$154.00	
87726	03/08/2012 Open		Accounts Payable	REED INC, GEORGE		$265,429.46
	Paying Fund	Cash Amount			Amount	
	426 - Transit - BLAST	426.11000 (Cash)			$265,429.46	
87727	03/08/2012 Open		Accounts Payable	ROOT TAMERS		$7,029.30
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$7,029.30	
87728	03/08/2012 Open		Accounts Payable	SAUNDERS A/C AND HEATING		$1,216.00
	Paying Fund	Cash Amount			Amount	
	301 - Capital Improvement	301.11000 (Cash)			$1,216.00	
87729	03/08/2012 Open		Accounts Payable	SHAPE INC		$3,624.98
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$3,624.98	
87730	03/08/2012 Open		Accounts Payable	SIERRA CHEMICAL CO		$2,079.15
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$2,079.15	
87731	03/08/2012 Open		Accounts Payable	SPENCE SPRAYING		$5,025.57
	Paying Fund	Cash Amount			Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)			$703.15	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,322.42	
87732	03/08/2012 Open		Accounts Payable	STANISLAUS WILDLIFE CARE		$122.00
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$122.00	
87733	03/08/2012 Open		Accounts Payable	TOMARK SPORTS		$1,556.58

Payment Register

From Payment Date: 3/2/2012 - To Payment Date: 3/8/2012

	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,056.58	
	205 - Sports Facilities	205.11000 (Cash)		$500.00	
87734	03/08/2012 Open	Accounts Payable	TOYS FOR TOTS		$570.00
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$570.00	
87735	03/08/2012 Open	Accounts Payable	TURLOCK ANIMAL SERVICES		$378.00
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$378.00	
87736	03/08/2012 Open	Accounts Payable	TURLOCK CONVENTION BUREAU		$22,589.89
	Paying Fund	Cash Amount		Amount	
	120 - Tourism	120.11000 (Cash)		$22,589.89	
87737	03/08/2012 Open	Accounts Payable	TURLOCK POLICE CHAPLAINCY		$504.00
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$504.00	
87738	03/08/2012 Open	Accounts Payable	TURLOCK POLICE WIDOWS & ORPHANS		$940.00
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$940.00	
87739	03/08/2012 Open	Accounts Payable	TURLOCK SCHOOL DISTRICT		$343.75
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$343.75	
87740	03/08/2012 Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC		$182.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$12.00	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$170.00	
87741	03/08/2012 Open	Accounts Payable	TURLOCK TOGETHER		$430.00
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$430.00	
87742	03/08/2012 Open	Accounts Payable	UNITED WAY OF STANISLAUS		$34.00
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$34.00	
87743	03/08/2012 Open	Accounts Payable	VISION SERVICE PLAN CA		$1,665.86
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$1,665.86	
87744	03/08/2012 Open	Accounts Payable	WESTSIDE MINISTRIES		$476.00
	Paying Fund	Cash Amount		Amount	

Payment Register

From Payment Date: 3/2/2012 - To Payment Date: 3/8/2012

	104 - Payroll Clearing Fund	104.11000 (Cash)			$476.00	
87745	03/08/2012 Open		Accounts Payable	WLC ARCHITECTS INC		$109,207.52
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$109,207.52	
87746	03/08/2012 Open		Accounts Payable	BARNETT, CHARLES		$300.28
	Paying Fund	Cash Amount			Amount	
	702 - Misc Employees Retiree Health	702.11000 (Cash)			$300.28	
87747	03/08/2012 Open		Accounts Payable	GALVAN, ANA MEDEL		$150.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$150.00	
87748	03/08/2012 Open		Accounts Payable	LARSON CONST, KIRK		$1,100.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$1,100.00	
87749	03/08/2012 Open		Accounts Payable	NEWMAN YOUTH SPORTS ALLIANCE		$500.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
87750	03/08/2012 Open		Accounts Payable	SALVATION ARMY		$62.00
	Paying Fund	Cash Amount			Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)			$62.00	
87751	03/08/2012 Open		Accounts Payable	YOSEMITE CHAPTER OF ICC		$370.00
	Paying Fund	Cash Amount			Amount	
	405 - Building	405.11000 (Cash)			$370.00	
Type Check Totals:			101 Transactions			$782,092.63
AP - Accounts Payable Totals						

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	$782,068.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$24.05	$0.00
	Stopped	0	$0.00	$0.00
	Total	101	$782,092.63	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	$782,068.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$24.05	$0.00

Payment Register

From Payment Date: 3/2/2012 - To Payment Date: 3/8/2012

	Stopped	0	$0.00	$0.00
	Total	101	$782,092.63	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	$782,068.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$24.05	$0.00
	Stopped	0	$0.00	$0.00
	Total	101	$782,092.63	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	100	$782,068.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	1	$24.05	$0.00
	Stopped	0	$0.00	$0.00
	Total	101	$782,092.63	$0.00

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5B1

March 13, 2012
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

MINUTES
Special Meeting
Jt. Turlock City Council
& Development Collaborative Advisory Committee

1. **CALL TO ORDER:**

City Council –Mayor Lazar called the meeting to order at 6:02 p.m.
PRESENT: Councilmembers Amy Bublak, Mary Jackson (*arrived at 6:09 p.m.*), Forrest White, and Mayor Lazar.
ABSENT: Councilmember Bill DeHart

Development Collaborative Advisory Committee – Chairman Silva called the meeting to order at 6:03 p.m.
PRESENT: Chairman Sharon Silva, Co-Chair Ron Eivaz, Jerry Powell, Jim Shade, James Brenda, Robert Fernandes, Roger Gregg, and Buster Lucas.
ABSENT: DCAC Member Alan Marchant

2. **WELCOME AND INTRODUCTIONS:**

DCAC members introduced themselves to Council.

3. **PUBLIC PARTICIPATION:** None

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

5. **SCHEDULED MATTERS:**

A. Development Services Director Mike Pitcock presented the staff report on the request to establish the Development Collaborative Advisory Committee (DCAC) as a permanent committee and adopt the accompanying bylaws.

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

Councilmember Bublak spoke in regard to the DCAC being very helpful and a great collaborative effort. She also spoke of the number of DCAC members in comparison to other commissions and committees, specifically the Planning Commission, and the need to be consistent.

Councilmember Jackson agreed with consistency, but spoke regarding the need for the diverse views represented on the committee.

Mayor Lazar complimented DCAC members and acknowledged recent community successes being directly related to their efforts. Mayor Lazar also thanked City staff and DCAC Chair Sharon Silva for their hard work.

Action: **Resolution No. 2012-032** Establishing the Development Collaborative Advisory Committee (DCAC) as a permanent committee and adopting the accompanying bylaws was introduced by Councilmember Jackson, seconded by Councilmember White, and carried with Councilmember DeHart absent.

B. Development Services Director Mike Pitcock introduced the staff report on the request to accept the Development Collaborative Advisory Committee Annual Report for 2011. DCAC Member Robert Fernandes presented the annual report.

Council and Committee discussion included the need to continue to bring new ideas forward to make sure Turlock stays on the same playing field as surrounding communities and bring in new businesses, and the receptiveness of City staff.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember White, Accepting the Development Collaborative Advisory Committee Annual Report for 2011. Motion carried with Councilmember DeHart absent.

6. COMMISSIONER FORUM:

A. *DCAC Comments:*

Committee Member comments included that City staff has become much friendlier and are a pleasure to work with, City staff has been very open to listening to information being brought forth, and the partnership has been helpful in economic development in Turlock.

B. ***City Council Comments:***

Council comments included their appreciation for DCAC Members and City staff.

7. ADJOURNMENT:

A. Development Collaborative Advisory Committee: Motion by DCAC Member Fernandes, seconded by DCAC Member Buster Lucas, to adjourn the Development Collaborative Advisory Committee meeting at 6:20 p.m. Motion carried unanimously.

B. City Council: Motion by Councilmember Jackson, seconded by Councilmember White, to adjourn the Turlock City Council meeting at 6:20 p.m. Motion carried with Councilmember DeHart absent.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver
City Clerk

5B2

MARCH 13, 2012
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

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MINUTES
Regular Meeting
Turlock City Council

1. **A. CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:05 p.m.
   PRESENT: Councilmembers Amy Bublak, Mary Jackson, Forrest White, and Mayor John S. Lazar.
   ABSENT: Councilmember Bill DeHart

   B. SALUTE TO THE FLAG

Mayor Lazar asked that Scheduled Matters Item 8A be heard at this time.

Scheduled Matters Item 8A:

8A. Planning Director Debbie Whitmore introduced Riverbank Mayor Madueno who presented the staff report on the 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.

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

Action: **Resolution No. 2012-033** 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 was introduced by Councilmember White, seconded by Councilmember Jackson, and carried with Councilmember DeHart absent.

Mayor Lazar announced that Councilmember DeHart was ill and would not be attending tonight's meeting and passed on condolences to Councilmember DeHart over the recent passing of his mother.

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

A. Pastor Dave Larson of New Life Christian Center presented information about the "Love Turlock" event to be held April 28, 2012, with the focus of serving people to meet real needs in the community and impacting citizens with the love of Jesus.

B. Mayor Lazar recommended that he be appointed as the City's general representative to the Successor Agency Oversight Board.

Action: Motion by Councilmember Jackson, seconded by Councilmember White, appointing John Lazar to be the City's general representative to the Successor Agency Oversight Board. Motion carried with Councilmember DeHart absent.

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C. Mayor Lazar recommended that Roy Wasden be appointed as the City's former RDA employee representative to the Successor Agency Oversight Board.

Action: Motion by Councilmember Jackson, seconded by Councilmember Bublak, appointing Roy Wasden to be the City's former RDA employee representative to the Successor Agency Oversight Board. Motion carried with Councilmember DeHart absent.

3. **A. SPECIAL BRIEFINGS:**

California State University, Stanislaus, Governmental Affairs Administrator Sabrina Dominguez, briefed the Council on activities at the University, including a recent bus trip to the State Capitol to protest cuts to higher education, LGBT Awareness Week, upcoming Comedy Nights, and the Annual Easter Egg Hunt.

B. STAFF UPDATES

1. City Clerk Kellie Weaver provided information regarding Board, Commission, and Committee vacancies.

2. Interim Assistant City Manager/Housing Program Services Manager Maryn Pitt provided a legislative update. Council discussion included providing additional information regarding AB 1585 (Perez bill) and agendizing future legislative information in a way that allows Council to take action should they desire.

Mayor Lazar recognized former City of Turlock employee, Abe Rojas, and noted he will be serving in the future as a member of the Successor Agency Oversight Board.

C. PUBLIC PARTICIPATION:

Brooks Judd of the Friends of Turlock Public Library spoke regarding the Yes on T Campaign Kickoff event to be held on March 24, 2012.

Turlock Library Branch Manager Carol Blomquist provided information about upcoming programs and activities at the Turlock Library, including the In-N-Out Burger Cover to Cover program and centennial celebrations planned for the 100th birthday of the Stanislaus Library System.

Alex Cantatore, one of two Turlock finalists in the San Joaquin Entrepreneur Challenge, spoke regarding the competition finals to be held on March 21, 2012.

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

5. CONSENT CALENDAR:

Mayor Lazar asked that Consent Calendar Item 5K be removed from the agenda for future consideration.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jackson, and carried with Councilmember DeHart absent, to adopt the amended consent calendar as follows:

A. **Resolution No. 2012-034** 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 No. 2012-035** 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

H. 1. **Resolution No. 2012-036** Authorizing the City Manager to relinquish $17,000 of the $600,000 construction donation to the Carnegie Arts Center Foundation
2. **Resolution No. 2012-037** 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. *Removed from agenda for future consideration.*

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 No. 2012-038** 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 No. 2012-039** 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. Development Services Director presented the staff report on the request to amend Turlock Municipal Code Title 2, Chapter 9, entitled "Public Works Contracts" in order to update Section 03, regarding a new monetary limit set forth by the legislature.

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

Action: Motion by Councilmember White, seconded by Councilmember Bublak, introducing an Ordinance Amending Turlock Municipal Code Title 2, Chapter 9, entitled "Public Works Contracts" in order to update Section 03, and setting the final reading for March 27, 2012. Motion carried with Councilmember DeHart absent.

8. SCHEDULED MATTERS:

Scheduled Matters Item 8A was heard prior to Section 2 - Proclamations, Presentations, Recognitions, Announcements & Appointments.

B. City Manager Roy Wasden presented the staff report on the request to support the extension of a 1/8 cent sales tax which would fund the Stanislaus County Library.

Mayor Lazar asked for public comment. Pat Hickman, President of the Local Turlock Friends of the Library, spoke in favor of the 1/8 cent sales tax measure. Mayor Lazar closed public comment.

Action: **Resolution No. 2012-040** Supporting the extension of a 1/8 cent sales tax which would fund the Stanislaus County Library was introduced by Councilmember White, seconded by Councilmember Jackson, and carried with Councilmember DeHart absent.

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION:

Councilmember Jackson requested staff prepare a report in support of AB 1585 (Perez bill) to bring forward for Council consideration.

10. COUNCIL COMMENTS:

Councilmember White commented on the new HAM Center, including that they have seen very good attendance and the opening has been very positive for the community, as people are using the facility on a regular basis.

Mayor Lazar asked about Denair Park and efforts to deal with an individual creating a nuisance in the park. He was advised it is being addressed.

Mayor Lazar commented about the median on Christoffersen between Geer and Fosberg Roads. Development Services Director Mike Pitcock provided information on the project.

Councilmember Jackson congratulated Brandon and Emily Follett on the birth of their new baby girl and acknowledged Mayor Lazar's birthday.

11. CLOSED SESSION: None

12. ADJOURNMENT:

Mayor Lazar asked to adjourn the meeting in memory of retired City of Turlock employee, Tony Lozano, who recently passed away.

Motion by Councilmember Bublak, seconded by Councilmember White, to adjourn at 7:42 p.m. Motion carried with Councilmember DeHart absent.

RESPECTFULLY SUBMITTED

_____

Kellie E. Weaver
City Clerk

5C

Council Synopsis

March 27, 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 the exchange agreement with Joseph and Antonia Borba, for City Project No. 11-41, "Sewer Lift Stations on West Main/Clinton and West Main/Tegner"

2. DISCUSSION OF ISSUE:

There is the need for an additional sanitary sewer lift station and an upgrade to an existing sanitary sewer pump station as the City has started the development in the Turlock Regional Industrial Park. Both of these projects are identified in the Westside Industrial Specific Plan. The newly installed sanitary sewer line on West Main Street from Clinton Road to Washington Road and on Washington Road from West Main Street to Fulkerth Road is inoperable until a lift station is installed.

With the anticipated development of Blue Diamond and future sanitary users, City Staff has started the design for the two lift stations. The lift station located near Clinton Road on West Main Street requires a sanitary sewer easement from the property owner. Staff has worked with the owner and has come to an agreement for the exchange of the easement for compensation. The total compensation for the sewer and construction easement is $25,000.

The approval of the exchange agreement is one of the steps necessary to construct the facilities required bring the sanitary sewer online for the users in the Turlock Regional Industrial Park.

3. BASIS FOR RECOMMENDATION:

a) City Policy states that all agreements which legally encumber the City are to be brought before the City Council for consideration.

b) The exchange agreement will ensure that the necessary easements can be secured to construct and maintain the sanitary sewer project to the City's specifications and safety standards.

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: Sufficient funds are available in the current budget in line item 410-51-534.51124, "Sewer Lift Stations on West Main/Clinton and West Main/Tegner", for the purchasing of easements for $25,000 to construct the sanitary sewer lift station.

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) Not approve the exchange agreement. This is not recommended by City Staff as the exchange agreement is needed to make the existing sanitary sewer lines available to users in the Turlock Regional Industrial Park.

EXCHANGE AGREEMENT

THIS AGREEMENT is entered into this 27th day of March, 2012 by and between the **CITY OF TURLOCK** (hereinafter "City") and Joseph and Antonia Borba (hereinafter "Owner").

WHEREAS, City desires to acquire Sanitary Sewer Easements and Temporary Construction Easements on the real property owned by Owner more particularly described on Exhibit A, B, C, and D attached hereto (hereinafter the "Easements"); and

WHEREAS, Owner is willing to convey the Easements to City in exchange for compensation.

NOW, THEREFORE, the parties agree to the following exchange as follows:

- Owner will provide Easements as indicated on Exhibit A, B, C and D,
- Temporary Construction Easement will expire upon the Notice of Completion of the Sanitary Sewer Lift Station Project,
- The City will prepare and record all necessary documents,
- The City will compensate the Owner $25,000 for the Easements,
- Each party shall execute any documents necessary to accomplish the purposes of this Agreement.

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 Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie Weaver, City Clerk

Joseph and Antonia Borba

By: _____
Joseph Borba

By: _____
Antonia Borba

Date: _____

23480 W Williams Avenue
Hilmar, California 95324

City Contract 12-995

OK for Agenda

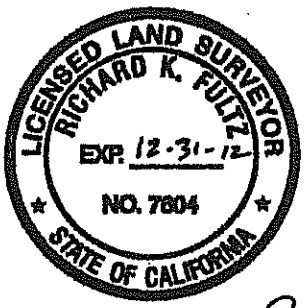
EXHIBIT A

SANITARY SEWER EASEMENT

DESCRIPTION

A portion of the west half of the southeast quarter of the southwest quarter of Section 17, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

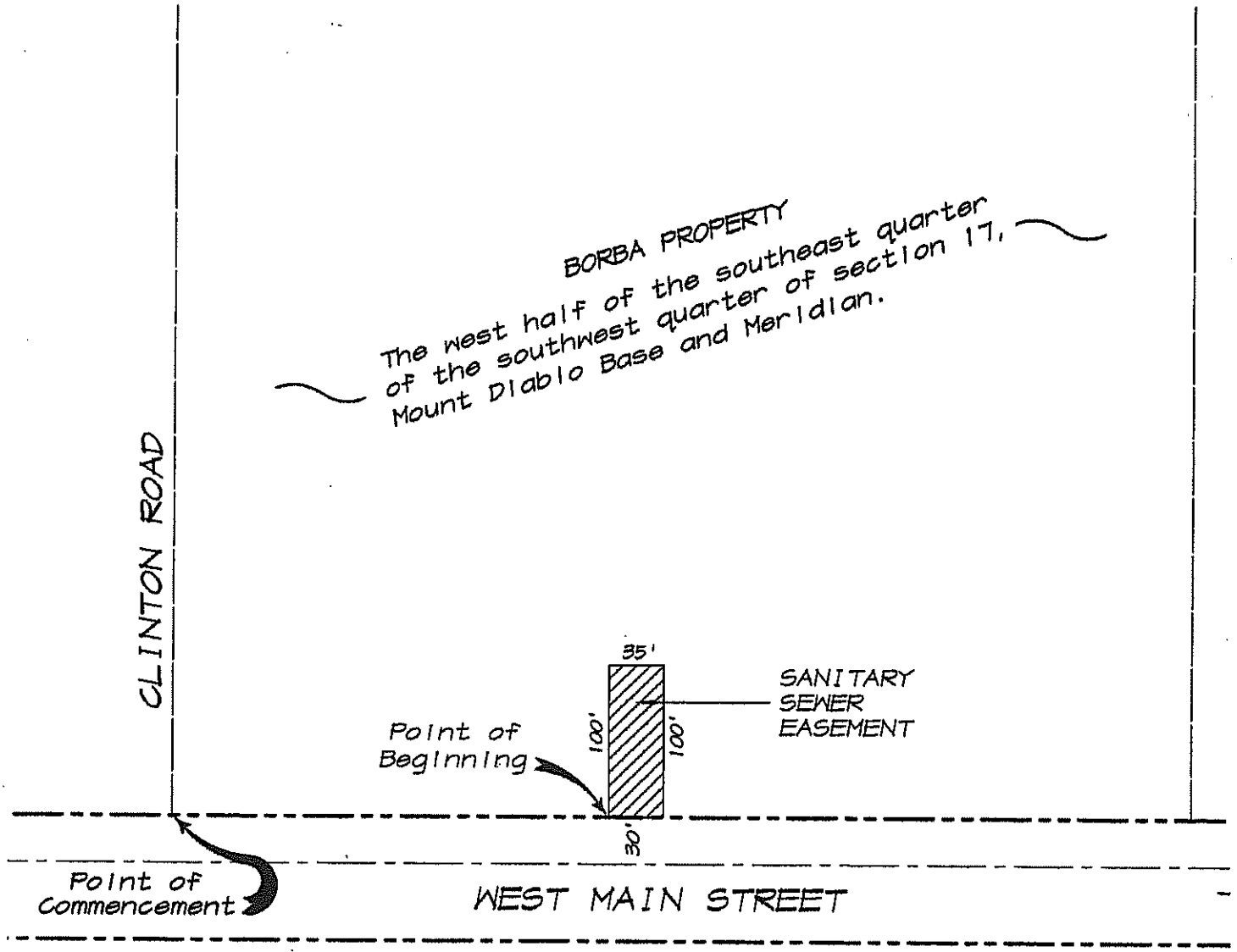
COMMENCING at the southwest corner of said west half of the southeast quarter of the southwest quarter of Section 17; thence South 89°49'44" East along the south line of said west half of the southeast quarter of the southwest quarter of Section 17, a distance of 282.82 feet; thence North 0°10'16" East 30.00 feet to the POINT OF BEGINNING, being on the existing north Right-of-way line of West Main Street; thence continuing North 0°10'16" East 100.00 feet; thence South 89°49'44" East along a line parallel with and 130.00 feet north of said south line of west half of the southeast quarter of the southwest quarter of Section 17, a distance of 35.00 feet; thence South 0°10'16" West 100.00 feet to said existing north Right-of-way line of West Main Street; thence North 89°49'44" West along said existing north Right-of-way line of West Main Street, a distance of 35.00 feet to the point of beginning.



3-5-12

EXHIBIT B

Sanitary Sewer Easement



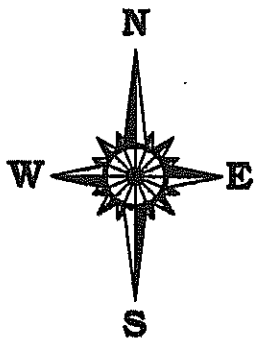


EXHIBIT C

TEMPORARY CONSTRUCTION EASEMENT

DESCRIPTION

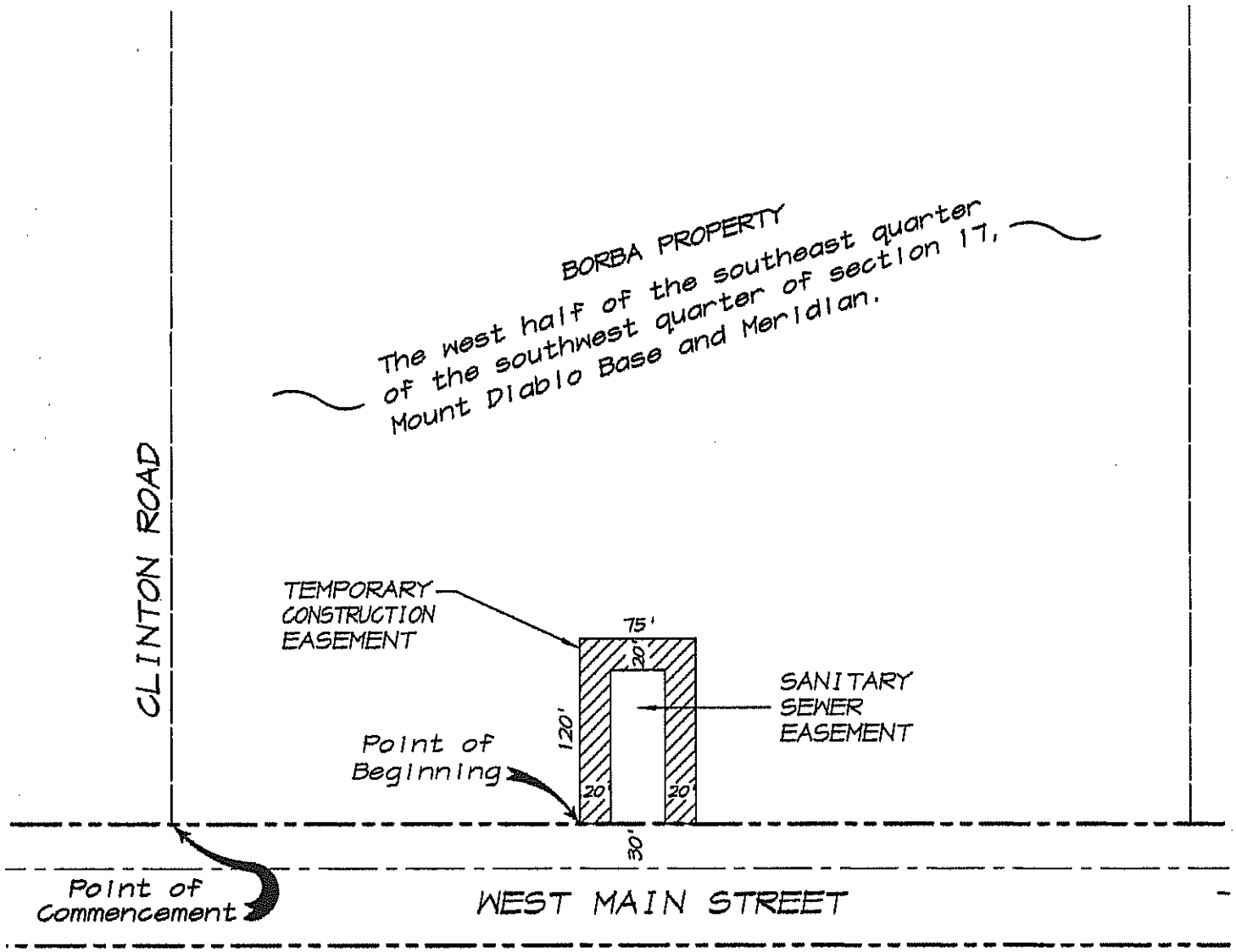
A portion of the west half of the southeast quarter of the southwest quarter of Section 17, Township 5 South, Range 10 East, Mount Diablo Base and Meridian, in the City of Turlock, County of Stanislaus, State of California, described as follows:

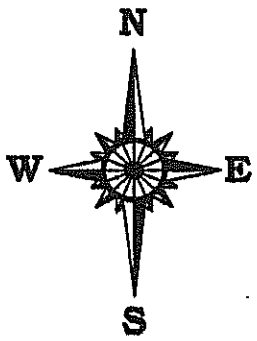
COMMENCING at the southwest corner of said west half of the southeast quarter of the southwest quarter of Section 17; thence South 89°49'44" East along the south line of said west half of the southeast quarter of the southwest quarter of Section 17, a distance of 262.82 feet; thence North 0°10'16" East 30.00 feet to the POINT OF BEGINNING, being on the existing north Right-of-way line of West Main Street; thence continuing North 0°10'16" East 120.00 feet; thence South 89°49'44" East along a line parallel with and 150.00 feet north of said south line of west half of the southeast quarter of the southwest quarter of Section 17, a distance of 75.00 feet; thence South 0°10'16" West 120.00 feet to said existing north Right-of-way line of West Main Street; thence North 89°49'44" West along said existing north Right-of-way line of West Main Street, a distance of 20.00 feet; thence North 0°10'16" East 100.00 feet; thence North 89°49'44" West along a line parallel with and 130.00 feet north of said south line of west half of the southeast quarter of the southwest quarter of Section 17, a distance of 35.00 feet; thence South 0°10'16" West 100.00 feet to said existing north Right-of-way line of West Main Street; thence North 89°49'44" West along said existing north Right-of-way line of West Main Street, a distance of 20.00 feet to the point of beginning.

3-5-12

EXHIBIT D

Temporary Construction Easement





5D

Council Synopsis

March 27, 2012

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

Prepared by: Jeff Haney, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of $11,280 (Fund 228) with Bigler Construction of Turlock, California, for City Project No. 11-56, "Dale Pinkney Park Arbor "

2. DISCUSSION OF ISSUE:

On March 6, 2012, four (4) bids were received for City Project No. 11-56, "Dale Pinkney Park Arbor." Bigler Construction of Turlock, California, was the lowest responsible bidder with a bid in the amount of $11280.

Bid Summary:

COMPANY NAME	BID AMOUNT
Bigler Construction	$11,280
BC Construction	$16,992
Alameda Construction	$18,050
Harris Builders, Inc.	$18,250

The arbor is an amenity identified in the original planned layout of Dale Pinkney Park and will be furnished with benches and barbeque facilities in the near future. Once completed the Arbor may be a potential source of revenue for the City if the space can be rented out.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) The arbor is an amenity that will enhance the park and may help to generate revenue for the City if the space can be rented out.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal(s): a. Community Infrastructure

iv. Strive to provide safe, well designed and attractively maintained park facilities for the citizens of Turlock to enjoy recreation activities and socialize

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	City Furnished Materials	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering & Building Permit
$34,402.95	$11,280	$17,738.95	$1,692	$1,692	$2,000

City staff has already purchased the arbor structure at a cost of $17,738.95. Therefore, the remaining cost to complete this project is $16,664.

Funding is available in line item number 228-60-606.51270, "Colorado Park Improvements" for the proposed work. These funds are specifically for the construction of this type of project.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

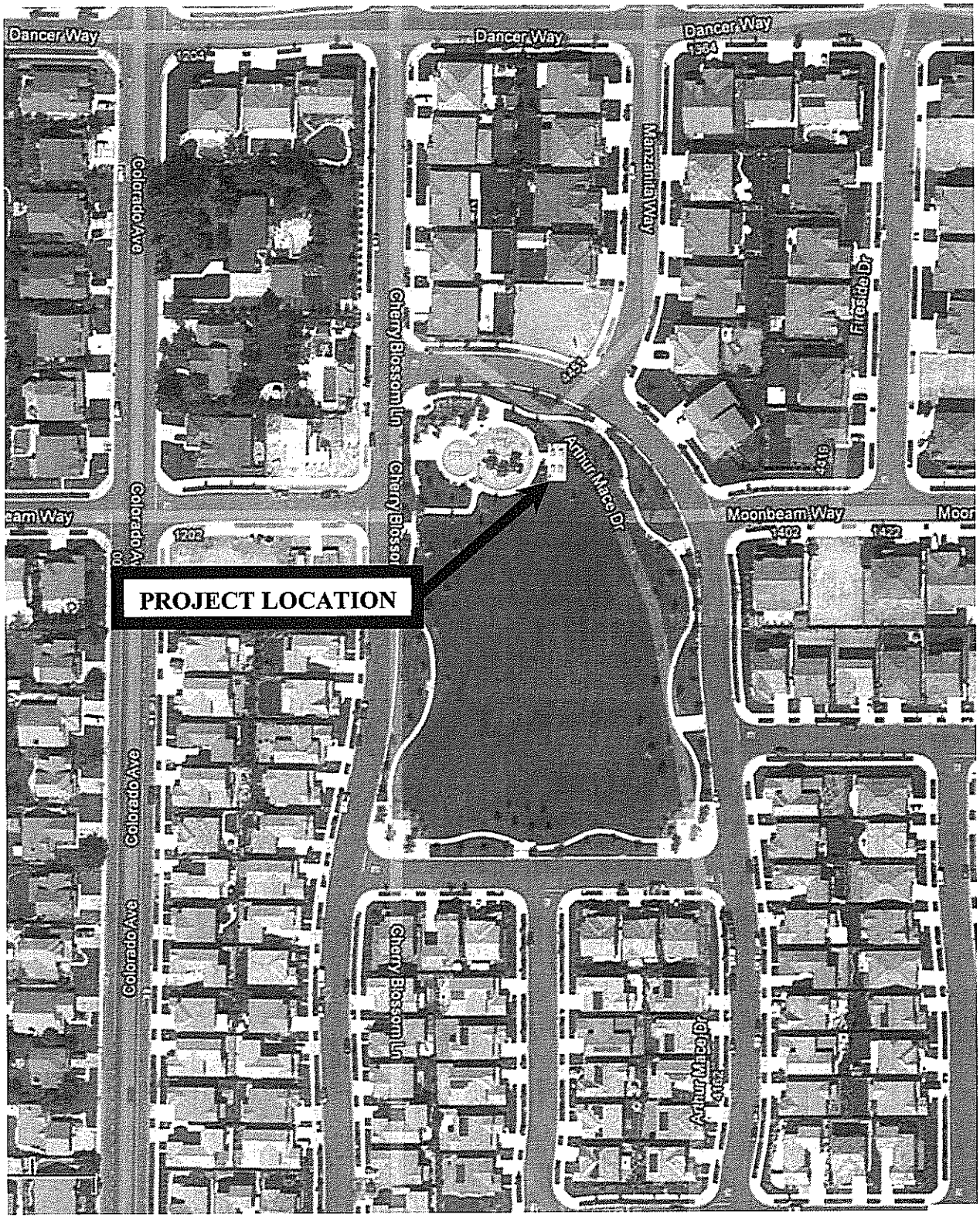
6. ENVIRONMENTAL DETERMINATION:

This project is found to be categorically exempt per CEQA Section 15303 (e) New Construction or Conversion of Small Structures

7. ALTERNATIVES:

1. Reject all bids submitted for this project. Staff does not recommend this alternative because the funding is available.

City Project No. 11-56
Dale Pinkney Park Arbor



CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Dale Pinkney Park Arbor
PROJECT NUMBER: 11-56
BID OPENING: March 6, 2012
11:00 A.M.
ANTICIPATED COUNCIL AWARD DATE: March 27, 2012

						1		2		3		4	
				ENGINEER'S EST.		Bigler Construction		BC Construction		Alameda Constuction		Harris Builders, Inc.	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Construct Arbor (Complete and in place)	LS	1	$20,000.00	$20,000.00		$11,280.00		$16,992.00		$18,050.00		$18,250.00
Total =					**$20,000.00**		**$11,280.00**		**$16,992.00**		**$18,050.00**		**$18,250.00**

AGREEMENT

FOR PUBLIC IMPROVEMENT

PROJECT NO. 11-56
Dale Pinkney Park Arbor

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

Bigler Construction
304 E. Barnhart Road
Turlock, CA 95382

hereinafter called "Contractor" on this 27th 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 27, 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:

Sawcut and remove existing concrete, construct foundations, replace concrete and erect arbor, complete and in place 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. 11-56, "Dale Pinkney Park Arbor ."**

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 **Eleven Thousand Two Hundred Eighty and NO/100ths Dollars ($11,280.00).** 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 **Ten (10)** 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. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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:

_____
_____
_____
_____

28. Interpretation:

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

29. 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 11 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

5E

Council Synopsis

March 27, 2012

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

Prepared by: Jeff Haney, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of $10,755.00 (Fund 240) with JDS Tile and Construction of Denair, California, for City Project No. 12-23, "City Hall Carpet to Tile Conversion-2nd Floor"

Resolution: Appropriating $15,594 to account number 240-00-000-201.44030_13 "BCH Repairs and Improvements" to be funded via a transfer from Fund 240 "Small Equipment Replacement Reserve" for City Project No. 12-23, "City Hall Carpet to Tile Conversion-2nd Floor," to complete the necessary funding required for the project

2. DISCUSSION OF ISSUE:

Staff contacted and invited four (4) Contractors to prepare bids for the project. Of the four (4) invited to bid the project, two (2) attended the mandatory pre-bid meeting that was scheduled for February 21, 2012.

On 2/29/2012, One (1) bid was received for City Project No. 12-23, "City Hall Carpet to Tile Conversion ~ 2nd Floor." JDS Tile and Construction of Denair, California, was the lowest responsible bidder with a bid in the amount of $10,755.00.

Bid Summary:

COMPANY NAME	BID AMOUNT
JDS Tile and Construction	$10,755.00

The project will replace approximately 820 square feet of carpet with ceramic tile. The area of work will be between the top of the stairs to the wall of the Council Chambers and from the Administration suite to the hallway located near the top of the stairs.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) The project will replace the existing worn out carpet with tile which will require less maintenance and relieve the tripping hazard currently caused by the carpet.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$15,594	$10,755	$1,613	$1,613	$1,613

Funding is available in line item number 240-00-000-201.44030_13, "BCH Repairs and Improvements" for the proposed work. These funds are specifically for City Hall maintenance costs.

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 all bids submitted for this project. Staff does not recommend this alternative because the funds are available and the project will relieve the tripping hazard on the second floor of City Hall.

AGREEMENT

FOR PUBLIC IMPROVEMENT

PROJECT NO. 12-23
City Hall Carpet to
Tile Conversion ~ 2nd Floor

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

JDS Tile & Construction
P O Box 205
Denair, CA 95316

hereinafter called "Contractor" on this 27th 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 27, 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:

Remove existing carpet, sub-floor, base boards and doors; install floor transitions, cement fiber board, tiles and grout, match existing size, pattern and color; trim down, if needed, and reinstall base boards and doors 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. 12-23."**

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 **Ten Thousand Seven Hundred Fifty Five and NO/100ths Dollars ($10,755.00).** 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 **Five (5)** 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. <u>Change of Contract Time:</u>

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. 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.

23. 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.

(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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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:

_____
_____
_____
_____

29. Interpretation:

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

30. 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 11 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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $15,594 TO ACCOUNT NUMBER 240-00-000-201.44030_13 "BCH REPAIRS AND IMPROVEMENTS" TO BE FUNDED VIA A TRANSFER FROM FUND 240 "SMALL EQUIPMENT REPLACEMENT RESERVE" FOR CITY PROJECT 12-23, "CITY HALL CARPET TO TILE CONVERSION-2nd FLOOR," TO COMPLETE THE NECESSARY FUNDING REQUIRED FOR THE PROJECT	**RESOLUTION NO. 2012-**

WHEREAS, the carpet on the 2nd floor of City Hall was newly installed in 1998; and

WHEREAS, regular wear and tear has damaged the carpet beyond repair and created a tripping hazard; and

WHEREAS, the current budget does not contain funds for the necessary repairs; and

WHEREAS, these monies are available for use for the City Hall maintenance costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate $15,594 to account number 240-00-000-201.44030_13 "BCH Repairs and Improvements" to be funded via a transfer from Fund 240 "Small Equipment Replacement Reserve" for City Project No. 12-23, "City Hall Carpet to Tile Conversion-2nd Floor," to complete the necessary funding required for the project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

5F

Council Synopsis

March 27, 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 28th, 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.

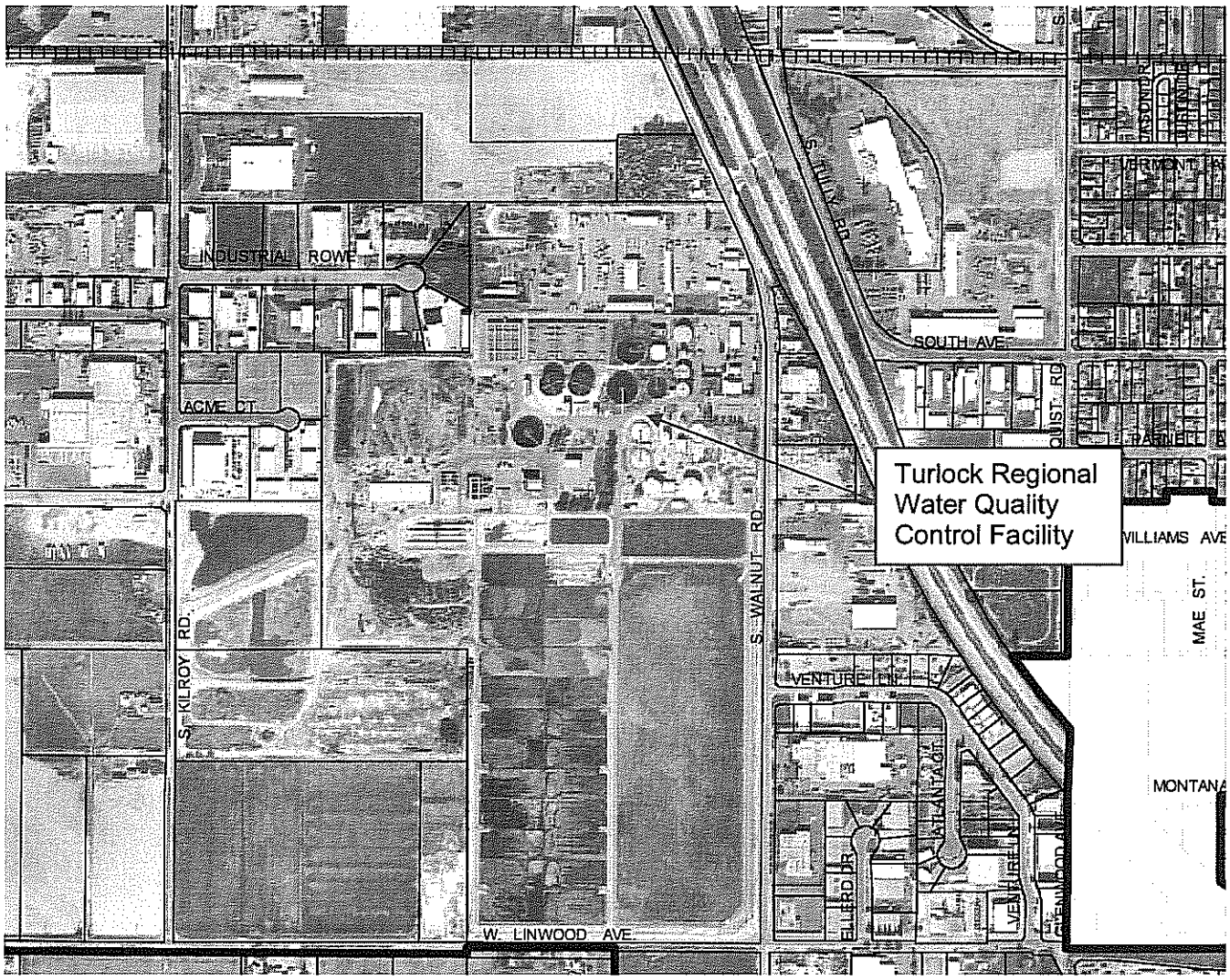
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. 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



CITY OF TURLOCK INC. 1908

Council Synopsis

5G

March 27, 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: Accepting notification of Contract Change Order No. 1 in the amount of $10,404.48 (Fund 305) for City Project No. 0745, "Traffic Signal at W Main and S Kilroy," bringing the contract total to $270,842.48

2. DISCUSSION OF ISSUE:

On June 16, 2011, Council awarded a contract in the amount of $260,438 to MCI Engineering of Stockton, California for City Project 0745, "Traffic Signal at W Main and S Kilroy."

Description of Contract Change Order Items:

1) The contractor was directed to move the location of a traffic signal pole to facilitate better visibility, and in doing so created a situation that resulted in non-compliance with the ADA. The solution was to install pedestrian push button post so that the distance between the push button and the access ramp was within the required 5 feet.

2) The contractor was directed to saw-cut additional concrete and pavement to facilitate the removal of said concrete and pavement. The saw-cutting needed to be done to provide a clean and straight line to tie into. The concrete and pavement needed to be removed per ADA requirements. This item was tracked separately as a subcontractor performed the work.

3) The contractor was directed to remove some additional concrete and pavement that needed to be removed in order to facilitate the installation of new concrete curb, gutter and sidewalk. The removal of the pavement and concrete was needed in order to meet ADA requirements as well allow storm water to flow into the near-by catch basin.

4) The contractor was directed to perform additional earthwork that related the southeast corner of the intersection. In order to transition the new roadway to the existing roadway in a safe manner, the contractor was directed to install additional roadway. The asphalt and aggregate base material will be paid per the unit price in

the contractors bid. However, the earthwork portion of this work item (lump sum) is not in the original quantities so a separate payment via force account was performed.

5) During the project, the contractor uncovered buried concrete that was unforeseen. The contractor was directed to remove all of the unusable material.

6) In order to transition the newly constructed road and curb, the contractor was directed to perform additional grading. This additional grading was to grade the native material and fill in behind the new concrete curbs so they were not displaced during paving.

7) The contractor was directed to install a v-ditch to collect the storm water on the east side of Kilroy, south of West Main. This is a temporary solution until the developer of the southeast corner develops and installs the full frontage improvements.

8) During construction, the contractor broke the water main which required City Staff to repair the line. The cost is the actual amount incurred by the City and is a change that results in a credit to the City.

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) This work was required to complete the project in a manner that resulted in a safe environment for the public.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

v.) Impact on current transportation system

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in account number 305-40-440.51270, "Traffic Signal at Kilroy and Main" and are available for contingencies such as Contract Change Order No. 1. The original contract amount of $260,438 will be increased in the amount of $10,404.48, bringing the total contract to $270,842.48.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

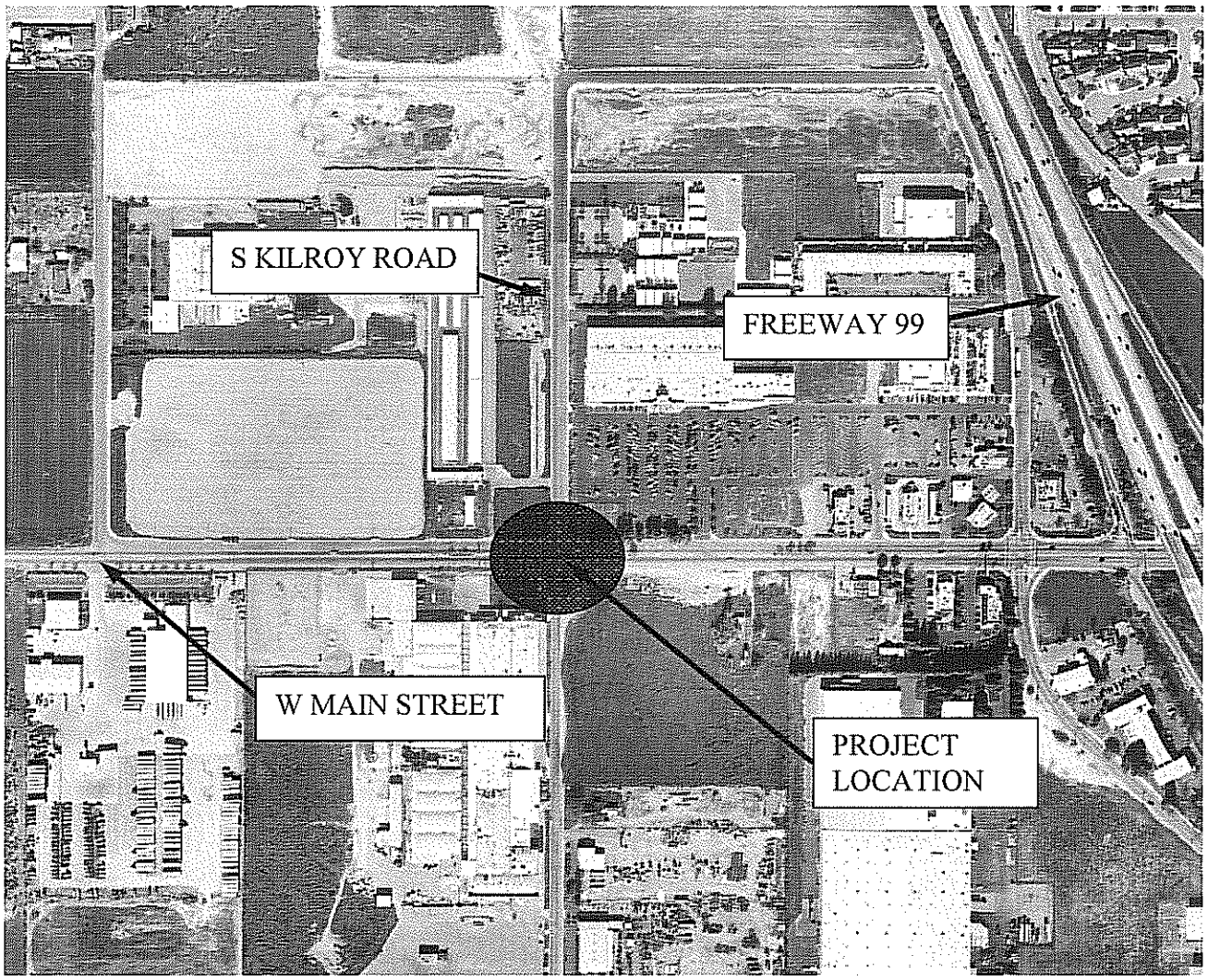
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject notification of Contract Change Order No. 1. Staff does not recommend this alternative as the City Manager is authorized to approve contract change orders up to 5% of the contract total.

CITY PROJECT NO. 0745
TRAFFIC SIGNAL AT W MAIN AND S KILROY



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

MCI Engineering
7207 Murry Drive
Stockton CA, 95210
209.478.7407

Project Name:	Traffic Signal at W Main and S Kilroy
Project No.:	0745
Awarded on:	June 14, 2011
Original Contract Amount:	$260,438.00
Increase to contract:	$10,404.48
Increase percentage:	4.0%
New Contract Total:	$270,842.48

Change Order No. 1

Description of change order:

This CCO deals with a variety of issues that differed from the plans to the field conditions. There was extra demo work to be completed to make the newly constructed access ramps flow as well as additional demo that resulted from moving some traffic signal poles due to underground utility conflictions. A push button post was added in order to meet ADA requirements that would not have otherwise been addressed by the contract plans, however; a traffic signal pole needed to be moved for visability reasons.

[ ] ***Change orders <2% of contract: Approval of City Engineer, notify City Manager & City Council***

Approved: _____
Michael G. Pitcock, Director of Development Services — Date
City Engineer

[X] ***Change order >2% and <5% of contract: Recommended by City Engineer; approved by City Manager; City Council is notified.***

Recommended: _____ 3/7/12
Michael G. Pitcock, PE, Director of Development Services — Date
City Engineer

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

[ ] ***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-Mar-12 **Change Order No.:** 1
Project Name: Traffic Signal at W Main and S Kilroy

MCI Engineering
7207 Murry Drive
Stockton CA, 95210

Project No.: 0745
Contract For: $260,438.00
Contract Award Date: June 14, 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 Puch Button Assembly	LS	1	$2,018.85	$2,018.85
2	Additional Saw Cut	FA	1	$529.62	$529.62
3	Additional Removal	FA	1	$247.75	$247.75
4	Additional Earthwork on Kilroy South of Signal	FA	1	$2,762.25	$2,762.25
5	Removal of Concrete that was unforseen	FA	1	$2,647.71	$2,647.71
6	Additional grading on Kilroy	FA	1	$2,653.44	$2,653.44
7	V-Ditch	FA	1	$1,521.05	$1,521.05
	MCI Bond at 1.5%				$185.71
8	City Crews to Fix Broken Water Line	FA	1	$2,161.90	($2,161.90)
			Total this CCO=		**$10,404.48**

The original contract sum =	**$260,438.00**
Net change by previous change orders =	**$0.00**
The contract sum will be (increased) by this Change Order =	**$10,404.48**
The new contract sum including this change order will be =	**$270,842.48**
The contract time will not be increased by any working days.	

Accepted: _____ **Date:** _____
Contractor

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

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

Council Synopsis

5H

March 27, 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: Awarding bid and approving an agreement in the amount of $27,310 (Funds 241, 410, 420) with Harris Builders, Inc., Hilmar, California, for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation"

2. DISCUSSION OF ISSUE:

In an effort to correct a construction related deficiency, staff advertised for bid City Project No. 0767, "Municipal Services Building Balcony Deck Renovation." Four (4) potential bidders attended the mandatory pre-bid meeting. On March 7, 2012, two (2) bids were received for City Project No. 0767, "Municipal Services Building Balcony Deck Renovation." Harris Builders, Inc. of Hilmar, California, was the lowest responsible bidder with a bid in the amount of $27,310.

Bid Summary:

COMPANY NAME	BID AMOUNT
Harris Builder's, Inc.	$27,310
Alameda Construction, Inc	$35,399

The Municipal Services Building at City Hall was constructed with the remodel / addition project in 2001. A few years following project completion, staff noticed evidence of storm water infiltration into the interior of the first floor within the Engineering Division and the second floor hallway between the Municipal Services Department and Human Resources. During heavy rainfall, water can often be found standing on the tile interior to the 2nd floor, as well as seeping through the exterior wall on the 1st floor and damaging gypsum board, soffit, and saturating the carpet. In 2011, the City's retained architectural firm, Lionakis, was called upon to investigate the cause of the infiltrating storm water, propose recommendations for eliminating the source of water infiltration and prepare construction drawings and specifications for the necessary improvements and repairs. The field studies and reports by Lionakis concluded that the cause of the leak was a failure of the membrane below the balcony deck slab and an improperly sloped finished concrete surface. This project will remove the existing concrete deck and underlying

materials down to, but not including the floor trusses, construct a new vinyl membrane flooring system with new floor drains, and repair gypsum board, soffit, and ceiling tiles on the interior of the building.

The contract also includes dry rot testing of building materials. If dry rot is found, additional work would be necessary and would result in a change order to the contract.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) This project will prevent further storm water infiltration and repair finish surfaces interior to City Hall.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
This project reduces the risk of further water damage to City Hall.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Contractor Bid Cost:	$ 27,310
Construction Contingency:	$ 3,000
Construction Engineering & Inspection:	$ 3,000
Consultant Fees FY 11/12:	$ 12,208
Preliminary Engineering FY 11/12:	$ 2,800
Building Permit Fee:	$ 762
Estimated Total Project Cost:	**$ 49,080**

The fiscal year 2011/2012 budget includes funding for this project under the following line item numbers:

Line Item Number	FY11/12 Amount
410-51-534.43355, "Municipal Serv. Bldg-Balcony Repair"	$12,000
420-52-551.43554, "Municipal Serv. Bldg Balcony Repair"	$15,000
241-00-000-228.43188, "Engineering-Balcony Repair"	$45,000

The project accounting shall be set up in such a fashion that the actual total project costs are divided among the accounts as follows:

Line Item Number	Percentage of project costs charged
410-51-534.43355, "Municipal Serv. Bldg-Balcony Repair"	25%
420-52-551.43554, "Municipal Serv. Bldg Balcony Repair"	25%
241-00-000-228.43188, "Engineering-Balcony Repair"	50%

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

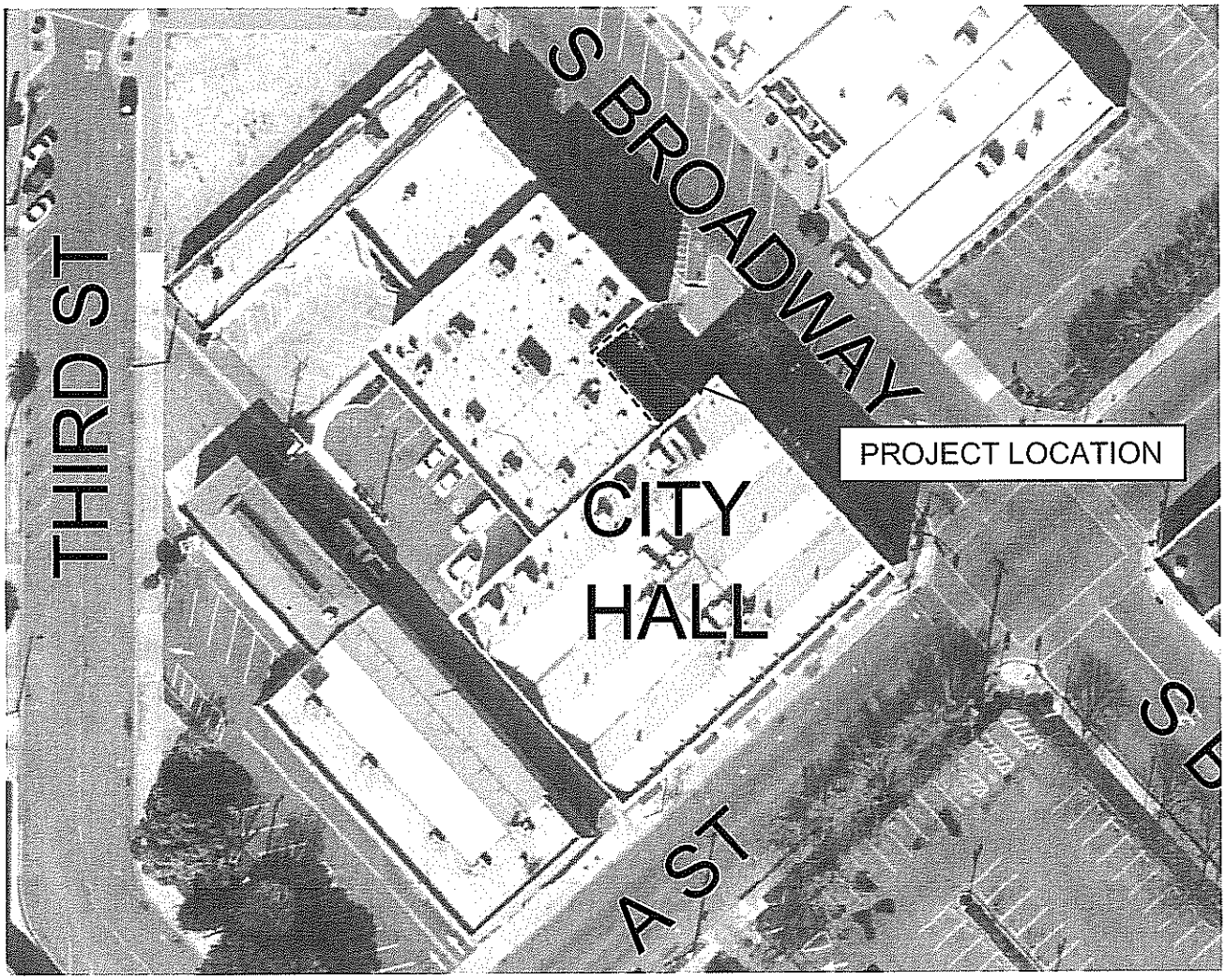
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

1. Reject all bids submitted for this project. Staff does not recommend this alternative because the work is needed to prevent further storm water infiltration and repair finish surfaces interior to City Hall.

City Project No. 0767
Municipal Services Building Balcony Deck Renovation



CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Municipal Services Building Balcony Deck Renovation
PROJECT NUMBER: 0767
BID OPENING: March 7, 2012
4:00 P.M.
ANTICIPATED COUNCIL AWARD DATE: March 27, 2012

						1		2	
				ENGINEER'S EST.		Harris Builders, Inc.		Alameda Construction	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Municipal Services Building Balcony Deck Renovation project	LS	1	$20,000.00	$20,000.00	$27,310.00	$27,310.00	$35,399.00	$35,399.00
Total =					**$20,000.00**		**$27,310.00**		**$35,399.00**

AGREEMENT

FOR PUBLIC IMPROVEMENT

PROJECT NO.: 0767
PROJECT NAME: Municipal Services Building Balcony Deck Renovation

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

Harris Builders, Inc.
18736 Bloss Avenue
Hilmar, CA 95324

hereinafter called "Contractor" on this 27th 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 27, 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:

• Obtain a no-fee encroachment permit from the Engineering Division prior to beginning construction.
• Obtain a no-fee Building Permit. The plan check process has been completed. Contractor shall pick up the permit from the Building Division prior to beginning any work. Contractor shall be responsible to call in for the required inspections, and comply with all applicable requirements of the Building Code.
• Remove existing concrete deck, underlayment, plywood, and floor drains from the second floor balcony, as shown on the project plans.
• Install vinyl membrane over ¾" plywood, sloped to new roof drains, as shown on the

• Perform work in accordance with the project plans and the Technical Specifications.
• A mandatory pre-bid meeting will be held at the City of Turlock Engineering Division at 156 S. Broadway, Suite 150 on February 24th, 2012 at 10:00 a.m.. Bidders must attend the meeting to be considered for award of the contract. The meeting will consist of a job walk and overview of the work to be performed.
• Obtain lien release from all sub-contractors and material suppliers before final payment.

In addition to the above, the Contractor shall furnish 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 City of Turlock Standard Specifications and 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, plans and detailed drawings, Technical Specifications, addendums, 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. 0767, "Municipal Services Building Balcony Deck Renovation."**

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 Seven Thousand Three Hundred Ten and NO/100ths Dollars ($27,310.00).** 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 **20 (Twenty)** 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 and no/100ths Dollars **($200.00)** 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.

(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.

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 12 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 Weaver, City Clerk

Council Synopsis

51

March 27, 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 agreement with Pacific Gas & Electric (PG&E) of Sacramento, California, in the amount of $7,371.88 (Fund 305) to pay a special facilities payment associated with the gas service for City Project No. 0804B, "Turlock Public Safety Facility"

2. DISCUSSION OF ISSUE:

On February 1, 2011, the City Council approved agreements with multiple contractors for City Project No. 0804B, "Turlock Public Safety." Construction activities began in March 2011 and are currently underway with the project completion anticipated in June 2013. This project is associated with City Project No. 0804A, "Turlock Public Safety Facility – Off-site Improvements."

One of the Contractor's responsibilities is coordinating the installation of the gas utility 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 project was purposely exempted from the project plans and specifications 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 Contractor to coordinate the service with PG&E, but forward all necessary paperwork to the City for execution of the agreement and direct payment of all fees.

In an attempt to facilitate the installation of the gas service prior to the Contractor placing the paved surface of W. Olive Avenue, the original contract was executed with a low pressure service in order to avoid the additional review time that a medium pressure service would require. Now that PG&E has performed their review and the medium pressure service has been granted, the City is required to

pay a special facilities payment in the amount of $7,371.88 in order to provide medium pressure gas service to the Turlock Public Safety Facility.

3. BASIS FOR RECOMMENDATION:

A) All agreements and must be approved by the City Council.

B) Executing an agreement directly with PG&E, to include direct payment of all related fees, saves the City money on the project by eliminating Contractor markups.

Strategic Plan Initiative C. PUBLIC SAFETY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: This places no burden on the current adopted budget. The cost for this project, inclusive of utility fees such as this fee for $7,371.88, has been encumbered and funds are available in line number 305-40-441.51270.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

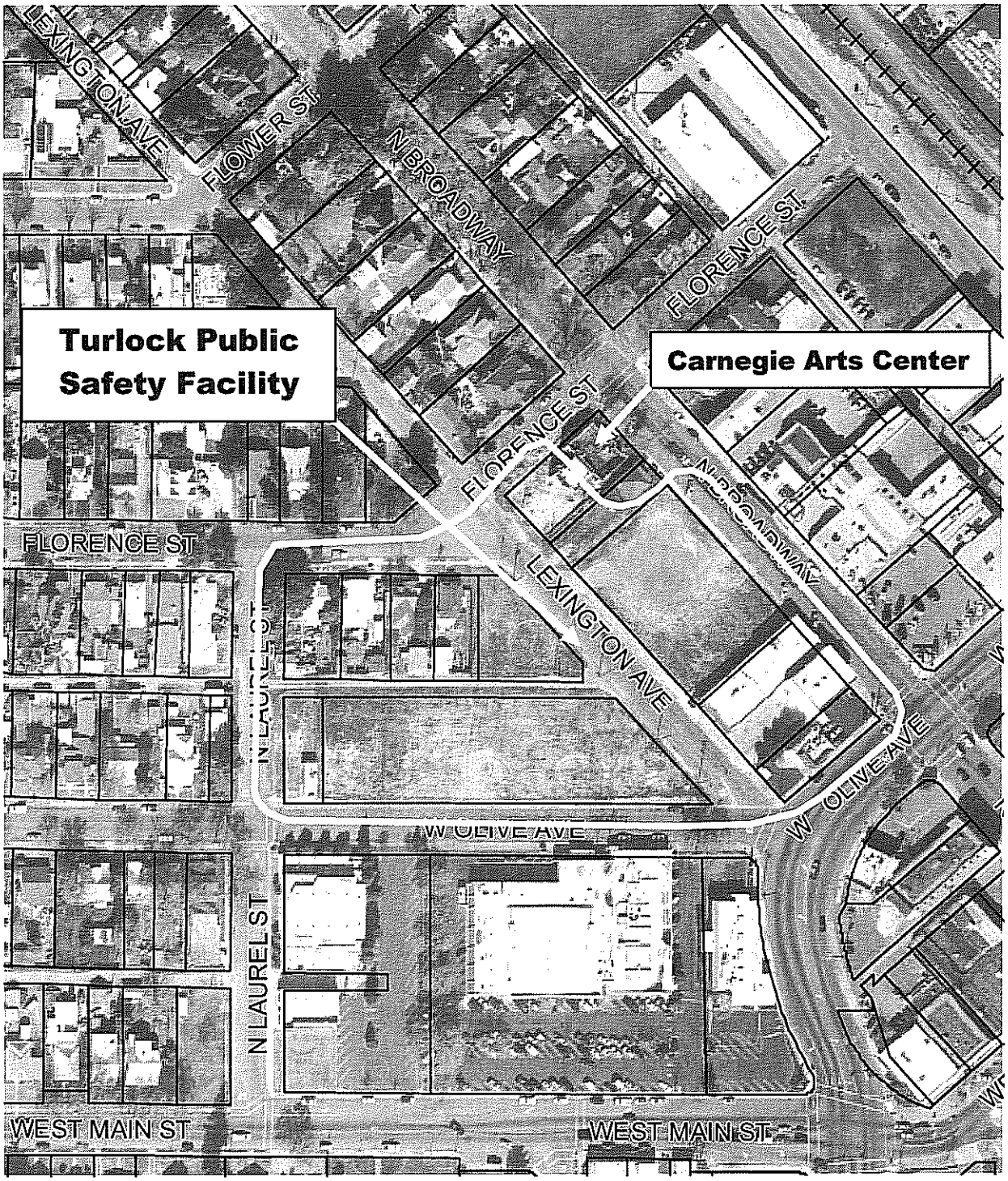
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject this agreement and thereby limit gas service to the building. Staff does not recommend this alternative because gas service is a critical part of the proper operation of the facility.

TURLOCK PUBLIC SAFETY FACILITY
(not to scale)



Pacific Gas and Electric Company®

Pacific Gas and Electric Company
Gas and Electric Rule 2

Agreement to Install Applicant Requested Common Special Facilities

DISTRIBUTION:		REFERENCES:	
Original:	☐	Notification #	105599428
	☐	Contract #	1138899
	☐	EMLX-PM #	
Copy:	☐	E16R-PM #	30894454
	☐	ERR-PM #	
	☐	MLX #	0
	☐	Customer #	927311

Date Readyfor Service_____
This area for Company Internal use only

At the request of **CITY OF TURLOCK, A Government Agency** (Applicant),
Pacific Gas and Electric Company (PG&E), hereby agrees, as an accommodation, to install Facilities that are in addition to or in substitution for its standard facilities as located and described in paragraph 1 herein.

PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefore, subject to the following conditions:

1. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits):

   LOCATION:
   244 NORTH BROADWAY TURLOCK, 95380

   DESCRIPTION OF FACILITIES:
   REQUEST FOR 2 PSIG DELIVER PRESSURE REQUIREMENT TO CITY OF TURLOCK PUBLIC SAFETY CENTER.

2. Applicant shall pay to PG&E, promptly upon demand by PG&E prior to construction, the additional cost over and above the standard equipment installation. In addition, Applicant shall pay for the ongoing maintenance and operation of that equipment through an Equivalent One Time Cost of Ownership payment. The costs are summarized as follows:

Special Facilities Additional Cost	$3,246.34
Equivalent One Time Payment	$3,411.34
Rearrangement Cost	$0.00
ITCC	$714.19
TOTAL DUE *	**$7,371.88**

3. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

OK for Agenda

*Total due is net credit of $0.00 for Applicant work

105599428G

Form 79-1049
Advice No. 2688-G/2755-E
December 2005

4. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

5. Where it is necessary to install Special Facilities on Applicant's premises, Applicant hereby grants to PG&E:

   (a) the right to make such installation on Applicant's premises along the shortest practical route thereon and of sufficient width to provide legal clearance from all structures now or hereafter erected on Applicant's premises for any facilities of PG&E; and ,

   (b) the right of ingress to and egress from Applicant's premises at all reasonable hours for any purposes reasonably connected with the operation and maintenance of the Special Facilities.

6. As provided in PG&E'sapplicable Electric Rule 14 or Gas Rules 14 and 21, Applicant understands that PG&E does not guarantee electric or gas service to be free from outages, interruptions, or curtailments and that the charges for the Special Facilities represent the additional cost associated with providing the Special Facilities rather than for a guaranteed level of service or reliability.

7. Upon request of the customer and at the option of PG&E, gas will be delivered at a pressure higher than standard delivery pressure where such higher pressure is available from existing facilities. PG&E, however, retains the right to decrease at any time the higher delivery pressure, as per Rule 2, incorporated into this agreement by reference.

Upon completion of requested work, ownership shall vest in PG&E.

Executed this 27TH day of MARCH 2012.

CITY OF TURLOCK, A Government Agency	PACIFIC GAS & ELECTRIC COMPANY
Applicant	
By: _____	By: Candace Briskey
ROY W. WASDEN Print/Type/Name	Candace Briskey
Title: CITY MANAGER	Title: Service Planning Supervisor

Mailing Address: 156 SOUTH BROADWAY SUITE 150
TURLOCK, CA 95380

105599428G

Form 79-1049
Advice No. 2688-G/2755-E
December 2005

5J

Council Synopsis

March 27, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the submittal of an application for a Caltrans Planning Grant to prepare a Bicycle Master Plan for the City of Turlock and authorizing the City Manager or his designee to execute and submit all documents necessary to complete the grant-funded project

Resolution: Approving the submittal of an application for a Caltrans Planning Grant to prepare a plan line for the Eastside Expressway for the City of Turlock and authorizing the City Manager or his designee to execute and submit all documents necessary to complete the grant-funded project

2. DISCUSSION OF ISSUE:

The City of Turlock is in the process of updating its General Plan. The Public Review Draft document was approved for release by the City Council at its December 2011 meeting. In order to implement the new General Plan, a number of follow-up studies will need to take place. Among these actions, the City will need to prepare more detailed implementation plans for the transportation system plan that is included in the new General Plan.

Caltrans has established a grant program to support local governments in these planning efforts. Although there are several different programs available, the Community-Based Planning Grant program is intended to provide financial support to cities to prepare local transportation plans that encourage more sustainable development and promote public involvement. Approximately $3 million are available to local agencies under the Community-Based Transportation Planning Program. Local governments may apply for up to $300,000 for each project (with the minimum of $100,000). The local agency must be able to provide a local match of at least ten (10%) percent.

Staff is requesting the City Council's authorization to apply for two projects in this grant cycle:

1) **Turlock Bicycle Master Plan:** The General Plan includes a new bicycle system plan and proposes to implement that system through a new fee to be established as part of the City's Capital Facility Fee Program as well as other potential outside grant funds. To apply for certain State grant programs, the City must prepare a Bicycle Master Plan. The Bicycle Master Plan will include a needs assessment, a detailed project list, cost estimates for each project, and a priority ranking of the projects. Preliminary engineering plans will be developed for each project included in the project list. In addition to these basic elements, staff is proposing to also include a section on safe routes to school. The total grant request would be for approximately $200,000. Of that amount approximately $125,000 would be allocated to hire a consultant to prepare the Bicycle Master Plan document. The remaining $75,000 would be to cover staff time and hard costs (supplies, public noticing, mailing, etc). The City would be required to provide $20,000 in matching funds. Staff is proposing that this match be paid using Capital Facilities Fees.

2) **Eastside Expressway Plan Line Study:** The General Plan includes a future expressway that will run from Christoffersen on the north to the new interchange in the southeast area. The northern portion of the proposed expressway would be constructed in the unincorporated area which is not proposed to be incorporated into the City during the planning period (2030). The purpose of the project is to develop a plan line for that portion of the expressway that would travel through the unincorporated area although it will be necessary to include the entire corridor in the planning study. The total grant request would be for approximately $225,000. Of that amount approximately $150,000 would be to cover consultant costs to prepare the plan line study. The remaining $75,000 would be to cover staff time and other hard costs. The City would be required to provide $22,500 in matching funds. Staff is proposing that this match be paid using Capital Facility Fees.

3. BASIS FOR RECOMMENDATION:

A. The City of Turlock is currently updating its General Plan, Housing Element and Capital Facility Fee program. The two grant applications would help the City fund tasks that are outlined in the General Plan Update and reduce the fiscal impact on the City's General Fund and Capital Facility Fee Program by providing an outside funding source for these activities.

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

Goal(s):

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

Actions:

a. General Plan implementation

Strategic Plan Initiative: D. POLICY INITIATIVE – MUNICIPAL INFRASTRUCTURE

Actions:

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

i) County Islands
ii) West Side
iii) Storm Drainage
iv) Streets/Roadways *
v) Water & Sewer
vi) Street Lighting
vii) Fleet & Equipment Management

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

i) Surface Water project
ii) Water
iii) Wastewater
iv) Interchanges
v) Impact on current transportation system
vi) Storm Water management
vii) Bike paths/routes around town/buses

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Turlock Bicycle Master Plan: The project would cost an estimated $200,000. If awarded, the grant would bring $75,000 in funding for Planning and Engineering staff and $125,000 to hire a consultant to prepare the Bicycle Master Plan. Matching funds of 10% are required and would be funded through the Capital Facility Fee Program.

Eastside Expressway Plan Line: If awarded, the project would cost an estimated $225,000. Of that total cost, approximately $150,000 would cover in-consultant costs and $75,000 would be used to cover staff and hard costs. Matching funds of 10% are required and would be funded through the Capital Facility Fee Program.

Budget Amendment: Not requested at this time. Will be incorporated into the FY 2011-2012 budget or will seek a budget amendment if awarded grant funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The action is not a project subject to CEQA review.

7. ALTERNATIVES:

A. The City Council may choose not to participate in one or more of the grant applications.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE SUBMITTAL OF AN APPLICATION FOR A CALTRANS PLANNING GRANT TO PREPARE A BICYCLE MASTER PLAN FOR THE CITY OF TURLOCK AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AND SUBMIT ALL DOCUMENTS NECESSARY TO COMPLETE THE GRANT-FUNDED PROJECT	**RESOLUTION NO. 2012-**

WHEREAS, the California Department of Transportation (Caltrans), Division of Transportation Planning, provides transportation planning grants to promote implementation of a balanced, comprehensive multi-modal transportation system; and

WHEREAS, Caltrans provides approximately $3 million for Community-Based Transportation Planning (CBTP) grants to fund coordinated transportation and land use planning that promotes public engagement, livable communities, and a sustainable transportation system; and

WHEREAS, the City of Turlock is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, the City is eligible to apply for CBTP grants for an amount up to $300,000 with a minimum local match of 10% of which 7.5% must be a cash match and the remaining may be provided as an in-kind contribution; and

WHEREAS, staff time is considered a cash match for purposes of the CBTP grant program; and

WHEREAS, the Caltrans Transportation Planning Grant Application Guide requires a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) that shall include authorizing the City Manager or his designee to execute and submit all documents necessary to complete the grant-funded project; and

WHEREAS, the City of Turlock, if selected, will execute a Fund Transfer Agreement with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City of Turlock wishes to delegate authorization to execute all agreements, any amendments, and carry out all responsibilities associated with receiving such funds; and

WHEREAS, the City of Turlock is in the process of updating its General Plan and Capital Facility Fee to provide a funding source to implement its bicycle system plan; and

WHEREAS, the City of Turlock is seeking grant assistance to prepare a detailed financial and implementation strategy for bicycle projects included in the bicycle system plan.

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

1. Approve the filing of an application for the Turlock Bicycle Master Plan in order to become a more sustainable community; and

2. Certify that applicant will have sufficient funds to develop the Proposal or will secure the resources to do so; and

3. Appoints the City Manager, or the Deputy Director of Development Services/Planning, or their designees, as agent to conduct all negotiations, execute, and submit all documents including, but not limited to, applications, Fund Transfer Agreements, any other agreements, payment requests and so on, and any amendments thereto, with the California Department of Transportation which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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 APPROVING THE SUBMITTAL OF AN APPLICATION FOR A CALTRANS PLANNING GRANT TO PREPARE A PLAN LINE FOR THE EASTSIDE EXPRESSWAY FOR THE CITY OF TURLOCK AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AND SUBMIT ALL DOCUMENTS NECESSARY TO COMPLETE THE GRANT-FUNDED PROJECT	**RESOLUTION NO. 2012-**

WHEREAS, the California Department of Transportation (Caltrans), Division of Transportation Planning, provides transportation planning grants to promote implementation of a balanced, comprehensive multi-modal transportation system; and

WHEREAS, Caltrans provides approximately $3 million for Community-Based Transportation Planning (CBTP) grants to fund coordinated transportation and land use planning that promotes public engagement, livable communities, and a sustainable transportation system; and

WHEREAS, the City of Turlock is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, the City is eligible to apply for CBTP grants for an amount up to $300,000 with a minimum local match of 10% of which 7.5% must be a cash match and the remaining may be provided as an in-kind contribution; and

WHEREAS, staff time is considered a cash match for purposes of the CBTP grant program; and

WHEREAS, the Caltrans Transportation Planning Grant Application Guide requires a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) that shall include authorizing the City Manager or his designee to execute and submit all documents necessary to complete the grant-funded project; and

WHEREAS, the City of Turlock, if selected, will execute a Fund Transfer Agreement with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City of Turlock wishes to delegate authorization to execute all agreements, any amendments, and carry out all responsibilities associated with receiving such funds; and

WHEREAS, the City of Turlock is in the process of updating its General Plan and Capital Facility Fee to provide a funding source to plan the implementation of the Eastside Expressway; and

WHEREAS, the City of Turlock is seeking grant assistance to prepare a plan line study for the Eastside Expressway.

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

1. Approve the filing of an application to prepare a plan line for the Turlock Eastside Expressway in order to become a more sustainable community; and

2. Certify that applicant will have sufficient funds to develop the Proposal or will secure the resources to do so; and

3. Appoints the City Manager, or the Deputy Director of Development Services/Planning, or their designees, as agent to conduct all negotiations, execute, and submit all documents including, but not limited to, applications, Fund Transfer Agreements, any other agreements, payment requests and so on, and any amendments thereto, with the California Department of Transportation which may be necessary for the completion of the aforementioned project.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

5K

Council Synopsis

March 27, 2012

From: Dan Madden, Municipal Services Director

Prepared by: John S. Wilson, Water Quality Control Division Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement with Erler and Kalinowski, Inc. (EKI) to complete Phase 2 of the Salinity Study for the Regional Water Quality Control Facility in the amount of $26,800

2. DISCUSSION OF ISSUE:

On January 28, 2010, the Central Valley Regional Water Quality Control Board (CVRWQCB) adopted a new National Pollutant Discharge Elimination System (NPDES) permit for the City of Turlock Regional Water Quality Control Facility (RWQCF). The new "permit" became effective on March 19, 2010. The purpose of the permit is to regulate the quality and quantity of the treated wastewater discharged to the San Joaquin River by the RWQCF. The permit sets technology-based and water quality-based effluent limitations. Some of the limitations are very restrictive to the point that the RWQCF, in its present treatment configuration, cannot meet the desired limit on a consistent basis. The CVRWQCB recognizes this and for the constituents in this category, interim limits have been established with the understanding that by end of the compliance schedule, the City will have made the necessary treatment modifications to fully comply with the restrictive limits. One such limit is the amount of salt (or the salinity of the water) that is in solution in the wastewater, measured as Electrical Conductivity. Electrical Conductivity is the ability of the water to "conduct" an electrical charge. The more readily the water can conduct an electrical charge, the more salt is dissolved in solution. The salinity limit is 1,000 umhos/cm, as a monthly average from 1 September to 31 March; and 700 umhos/cm, as a monthly average from 1 April through 31 August. The date that the City is to be in full compliance with the salinity limit is July 28, 2022.

On June 1, of each year, the City must submit a report to the CVRWQCB demonstrating reasonable progress in the reduction of salinity in its discharge to the San Joaquin River and detailing what actions are being taken to meet full compliance with the Salinity limit.

Assessing where and how salt is entering the RWQCF is an important step in determining what actions will be necessary on the City's part to demonstrate reasonable progress toward meeting the salinity limit within the compliance time limit. The study will give the city the data to begin making decisions to determine the necessary actions to meet the compliance time limit.

At its January 11, 2011, regular meeting, the City Council approved agreement No. 10-858 with EKI to perform Phase 1 of the salinity study.

In lieu of issuing requests for proposals to complete the study, staff believes that it is a more efficient use of information that the City has already paid for, to utilize the same consultant that completed Phase 1 of the study to complete Phase 2 of the study. It would be necessary for a different consultant to cover ground that EKI already has practical knowledge of in order for that consultant to complete Phase 2 of the Study. EKI has submitted a proposal (Exhibit A) to complete Phase 2 of the salinity study.

3. BASIS FOR RECOMMENDATION:

A requirement of the City's NPDES Permit is to demonstrate reasonable progress in the reduction of salt that is discharge to the San Joaquin River. The City is required to submit a report each year detailing the actions being taken to demonstrate reasonable progress in the reduction of salt that is discharge by the RWQCF. A study, assessing where and how salt is entering the RWQCF is an important step in determining what actions will be necessary on behalf of the City in order to meet the salinity limit within the compliance time limit. The study itself will be considered an action and will provide the data necessary to demonstrate reasonable progress toward reducing salt in the Facility's effluent.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

The cost to complete Phase 2 of the Salinity Study is $26, 800.00. Funds are available in 410.51.530_43316 NPDES Studies, for this work. No funds will come from the General Fund for this work.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N.A.

7. ALTERNATIVES:

Do not approve this request. Staff does not recommend this alternative due to the need to comply with the NPDES Permit requirements.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
ERLER AND KALINOWSKI, INC.
for
Completion of Phase 2 of the Salinity Study at the RWQCF
CONTRACT NO. 12-994

THIS AGREEMENT is made this 27TH 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 **ERLER AND KALINOWSKI, INC**, a Corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for professional services to complete phase 2 of the salinity study for the RWQCF ; 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 Twenty-six Thousand Eight Hundred and 00/100^{ths} Dollars ($26,800.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of six months (6) beginning March 27, 2012 and ending September 27, 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: **Stephen A. Tarantino, Vice President**
Erler and Kalinowski, Inc.
Consulting Engineers and Scientists
1870 Ogden Drive
Burlingame, CA 94010
PHONE: (650) 292-9100
FAX: (650) 552-9012

for CITY: **CITY OF TURLOCK**
ATTN: Dan Madden
Municipal Services Department
156 SOUTH BROADWAY, SUITE 270
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 Ext. 4401
FAX: (209) 668-5695

34. **PERFORMANCE BY KEY EMPLOYEE:** CONSULTANT has represented to CITY that Andy Safford will be the person primarily responsible for the performance of the services referred to in this Agreement. CITY has entered into this Agreement in reliance on that representation by CONSULTANT.

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: _____
Dan Madden, Director of Municipal Services

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

_____

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A

Erler & Kalinowski, Inc.
Consulting Engineers and Scientists
1870 Ogden Drive
Burlingame, CA 94010
(650) 292-9100
Fax (650) 552-9012

2 March 2012

John S. "Steve" Wilson
Water Quality Division Manager
City of Turlock
156 South Broadway, Suite 270
Turlock, California 95380-5454

Subject: Proposal for Continued Assistance to City of Turlock
Compliance with Salinity Requirements
(EKI B2-003)

Dear Mr. Wilson:

Erler and Kalinowski, Inc. ("EKI") is pleased to provide this proposal for continued assistance to the City of Turlock ("City") in evaluating the sources of salinity in wastewater treated by the Regional Water Quality Control Facility ("RWQCF"). This proposal describes additional tasks to aid in identifying and implementing actions to: (1) reduce the discharge of salt to the San Joaquin River consistent with the City of Turlock Salinity Source Control Program, and (2) to ultimately comply with final effluent limitations established by the California Regional Water Quality Control Board, Central Valley Region ("Regional Board"). EKI's services under this proposal will be performed in accordance with the terms and conditions of our Agreement, dated 11 January 2011 ("Agreement").

BACKGROUND

In 2010, the Regional Board renewed the National Pollutant Discharge Elimination System ("NPDES") permit for the RWQCF. The NPDES permit requires the City of Turlock to implement a Salinity Source Control Program and provide annual reports demonstrating reasonable progress in the reduction of salinity in its effluent from the RWQCF discharged to the San Joaquin River.

The NPDES permit also includes effluent limitations that are intended to achieve water quality objectives for the San Joaquin River. Salt concentrations in water are most often quantified by measuring total dissolved solids ("TDS") or electrical conductivity ("EC"). The salinity effluent limitations in the NPDES permit are expressed in terms of EC, which is reported as micromhos per centimeter ("µmhos/cm"). EC represents the ability of salt ions in water to conduct electricity. Therefore, EC increases as the salinity of the water increases.

EXHIBIT A

The NPDES permit specifies an interim EC effluent limitation of 979 µmhos/cm. Final EC effluent limitations are as follows:

- 1,000 µmhos/cm, as a monthly average from 1 September to 31 March; and
- 700 µmhos/cm, as a monthly average from 1 April to 31 August.

Compliance with the final EC effluent limitations is not required until 28 July 2022, except for critically dry water years. The compliance deadline for critically dry years is 28 July 2026.

In 2004, the City of Turlock estimated that approximately 70 percent of the salt in wastewater received by the RWQCF originated from food processing and dairy industries. As an initial step towards achieving final EC effluent limitations, the City of Turlock previously asked EKI to quantify the current salt loadings from the ten regulated Significant Industrial Users ("SIUs") in Turlock. Based on data provided by the City, the average TDS loading from each of these facilities for 60 days in 2010 was calculated and compared with the total salt loading to the RWQCF. The results of these calculations are presented in EKI's technical memorandum, titled *City of Turlock Salinity Source Study*, submitted to the City on 26 May 2011 ("May 2011 Memorandum").

In summary, EKI determined that significant fractions of the total TDS load to the RWQCF in 2010 were due to TDS contained in the source water and TDS contributed to the water by four SIUs, consisting of California Dairies Inc., Dairy Farmers of America, and Foster Farms Turkey Plants Nos. 1 and 2. Based on these data and other observations provided in the May 2011 Memorandum, EKI made recommendations of next steps that could help identify specific sources of the TDS load, and ultimately reduce the salt load in the RWQCF effluent. The scope of this proposal is to perform these next steps, as outlined below.

PROPOSED SCOPE OF WORK

EKI will perform Tasks 1 through 4 to assist the City of Turlock in evaluating the sources of salinity in wastewater treated by the RWQCF and reducing the salt load in the RWQCF effluent.

Task 1 – Estimate Organic Fraction of TDS

Although salt and TDS are often used interchangeably to refer to conservative salt components, TDS (and EC) measurements reported by a laboratory can be considerably higher than the concentrations of minerals in water due to charged organic matter present in water. For this reason, TDS concentrations that reflect high levels of charged organic matter should be adjusted because organic matter does not persist in the environment in the same fashion as mineral salts. Identifying the fraction of TDS

EXHIBIT A

measurements that is attributable to charged organic matter ("organic fraction") will allow the City to more accurately account for mineral salt contributions from individual SIUs, as well as to establish appropriate effluent limitations for the RWQCF based on the understanding that the intent of the EC effluent limitation is to control the discharge of mineral salts. EKI understands that the City of Turlock is collecting continuous EC data and is analyzing wastewater samples at the four largest SIUs for fixed dissolved solids ("FDS") and total cations and anions. These SIUs are food processors and significant amounts of their salt loads may be associated with the organic fractions of TDS.

EKI will review continuous EC data and wastewater sample analytical results compiled by the City to assess completeness and representativeness of the wastewater measurements. Estimation of the organic fraction of TDS or EC may entail making assumptions to supplement analytical data, if the measurements alone are insufficient to calculate the organic fraction outright. EKI will suggest collection of additional samples, if needed, to ascertain the organic fraction of TDS in wastewater.

Task 2 – Perform Site Visits of Four Largest SIUs and RWQCF

EKI's May 2011 memorandum recommended information be collected on the four largest SIUs and the RWQCF to improve the City's understanding of processes responsible for the bulk of the TDS load above the contribution of source water. As part of this effort, EKI will perform site visits of the four largest SIUs and RWQCF to observe the operations at each facility and to identify processes that may be contributing significant amounts of mineral salt to wastewater treated by the RWQCF. The ability to evaluate the contributions of mineral salt by individual processes at a given facility will depend upon the complexity and available information (e.g., flow rates and FDS and cation/anion data) on such processes. EKI will not perform testing to characterize wastewater at the SIUs and RWQCF.

Each visit to the SIUs and RWQCF is assumed to require a half-day, such that, with appropriate coordination, all five site visits should be performed within three working days. EKI assumes the City of Turlock will coordinate and arrange access to the SIUs and RWQCF.

Task 3 – Assess Salt Reduction Technologies

Upon completing Task 1 and 2, EKI will review the resulting process information and will assess the potential applicability of existing salt reduction technologies (e.g., chemical product substitution and membrane processes) to the SIUs and RWQCF. If certain salt reduction technologies are determined to be potentially feasible, EKI will provide recommendations for additional steps that could be taken by the City to reduce the mineral salt load in wastewater generated by the SIUs and treated by the RWQCF.

EXHIBIT A

Task 4 – Prepare Technical Memorandum

EKI will prepare a draft technical memorandum summarizing the findings from Tasks 1 through 3. EKI will discuss the findings of the draft technical memorandum with representatives of the City of Turlock. EKI will modify the technical memorandum to incorporate comments by the City and will include recommendations for additional action, if appropriate and desired by the City of Turlock.

SCHEDULE

EKI is prepared to begin work immediately on this project upon receipt of the City of Turlock's authorization to proceed. Upon receiving authorization to proceed, EKI will develop a mutually agreeable schedule to complete the scope of work, as described above.

COMPENSATION FOR CONSULTING SERVICES

Inasmuch as the exact level of effort to complete the proposed Scope of Work cannot be identified at this time, we propose that compensation for consulting services by Erler & Kalinowski, Inc. be on a time and expense reimbursement basis in accordance with our Schedule of Charges, dated 1 January 2008. EKI proposes an initial budget of $26,800. Additional tasks to be performed by EKI will be determined and budgeted separately.

AUTHORIZATION

If this proposal meets with your approval, please contact the undersigned and we can develop an agreement for this Scope of Work.

Very truly yours,

ERLER & KALINOWSKI, INC.

Andrew N. Safford, P.E.
Project Manager

Stephen A. Tarantino, P.E.
Vice President

5L

Council Synopsis

March 27, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Larry Gilley, Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the sole source procurement of Wemco hydrogritter equipment for Municipal Services in the amount of $60,858 and allowing the sole source procurement of future purchases of Wemco hydrogritter equipment without compliance to the formal bid procedure

2. DISCUSSION OF ISSUE:

The Regional Water Quality Control Facility (RWQCF) has three (3) Wemco hydrogritters. This equipment is used to remove heavier solids (sand, grit, etc.) that have settled out of the flotation clarifiers. Two (2) of the hydrogritters have been in service since 1978 (34 years); the third unit was installed in 2005 during a facility expansion.

The two older units have exceeded their useful life. Therefore, Staff has budgeted for the replacement of one hydrogritter in the 2011-12 fiscal year and will budget for the replacement of the remaining in the 2013-14 fiscal year.

Pursuant to Turlock Municipal Code Section 2-7-08 (b)(2), when a commodity can only be obtained from one vendor, it may be purchased without compliance to the formal bid procedures. The hydrogritter is a specialized piece of equipment that can only be obtained from one manufacturer.

3. BASIS FOR RECOMMENDATION:

A) The Wemco hydrogritter from MuniQuip, Inc. is identical to the newest unit installed in 2005. Replacing the (34) year old unit is a scheduled preventative maintenance item to ensure that the operation of the RWQCF will not be compromised and that downtime will be held to a minimum.

B) The unit to be replaced in 2012 has been in service 24 hours a day for thirty-four (34) years.

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line numbers:

410-51-534.44023 Equipment Replacement	$50,000
410-51-534.44030_033 Minor Equipment Dianne Pumps	$10,858

Fiscal impact to above line numbers: $60,858

There is no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A) The City Council may choose to deny the purchase. This alternative is not recommended as it may compromise the reliability of the flotation clarifiers which are critical to the primary wastewater treatment system.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SOLE SOURCE PROCUREMENT OF WEMCO HYDROGRITTER EQUIPMENT FOR MUNICIPAL SERVICES IN THE AMOUNT OF $60,858 AND ALLOWING FOR THE SOLE SOURCE PROCUREMENT OF FUTURE PURCHASES OF WEMCO HYDROGRITTER EQUIPMENT WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE	**RESOLUTION NO. 2012-**

WHEREAS, the City of Turlock needs to replaced hydrogritter equipment at the Turlock Regional Water Quality Control Facility (RWQCF) because it has been in constant service at the flotation clarifiers for 34 years and has reached the end of its useful life; and

WHEREAS, Wemco is the only known manufacturer of hydrogritter equipment that is similar to the existing hydrogritter equipment at the RWQCF; and

WHEREAS, Turlock Municipal Code Section §2-7-08 (b)(2) allows for the sole source procurement of a commodity when it can only be obtained from one vendor; and

WHEREAS, MuniQuip, Inc. is the Northern California supplier for this equipment; and

WHEREAS, funds have been programmed in the 2011-12 fiscal year budget to purchase this equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the sole source procurement of Wemco hydrogritter equipment for Municipal Services in the amount of $ 60,858.

FURTHER, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the sole source procurement of future purchases of Wemco hydrogritter equipment without compliance to the formal bid procedure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of March 2012, by the following votes:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5M

Council Synopsis

March 27, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Larry Gilley, Utilities Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the sole source procurement of two (2) Flygt brand sewer collections pumps from Shape, Inc. of Stockton, California, in an amount not to exceed $38,527 from Fund 410, without compliance to the formal bid procedure, pursuant to City Council Resolution 2005-174

2. DISCUSSION OF ISSUE:

On September 13, 2005, by Resolution No. 2005-174 (Exhibit A), the City Council approved the sole source procurement of Flygt storm pumps for Municipal Services from Shape, Inc. of Stockton.

Flygt pumps are used extensively by the City in many different applications and have proven to be far superior in the operations of the City's collection system. Staff is again requesting approval of the sole source procurement of two (2) Flygt brand pumps.

3. BASIS FOR RECOMMENDATION:

A) The Myers brand pumps at the Pitman High school sewer lift station require frequent maintenance.

B) Staff has tested the sewer lift station using both Myers brand and Flygt brand pumps. The Myers brand pumps required weekly maintenance which includes physically removing the two (2) pumps twice a week with a crane truck and hand cleaning sewage from the pump. Flygt brand pumps were borrowed from the Fransil sewer lift station (both pumps use the same guide and piping system) and the Flygt brand pumps have not been removed since they were installed.

C) Staff is currently using the Flygt brand pumps at the Pitman High school sewer lift station and have kept the Myers pumps at the Fransil sewer lift station due to the low impact materials that are collected there.

D) Staff has budgeted for new Flygt pumps in 2011-12 fiscal year that will be installed at the Pitman High school sewer lift station and will return the existing Flygt pumps back to the Fransil lift station because staff is anticipating increased flows to Fransil in the future.

E) Staff will utilize the Myers pumps as back up units in case of an emergency as the City Sanitary Sewer Master Plan recommends.

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line number:
410-51-534.44030_041 Pitman/Fransil – New Pump

Fiscal impact to above line number: $38,527

There is no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION: N/A

7. ALTERNATIVES:

A) The City Council may choose to deny the purchase. This alternative is not recommended as it may: compromise the reliability of the sewer lift station; increase the risk of sanitary sewer overflows; and increase maintenance requirements.

EXHIBIT A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SOLE SOURCE PROCUREMENT OF FLYGT STORM PUMPS FOR MUNICIPAL SERVICES FROM SHAPE INC OF STOCKTON, CA, WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE

RESOLUTION NO. 2005-174

WHEREAS, Flygt collection pumps are used extensively throughout the pump stations; and

WHEREAS, this is the only known pumps that meets the City's pumping reliability for these pump stations; and

WHEREAS, Shape Inc is a northern distributor for this product

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does here by approve the sole source purchase of Flygt storm pumps for Municipal Services from Shape, Inc. of Stockton, CA; without consideration of the formal bid process.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 13th day of September, 2005, by the following vote:

AYES: Councilmembers Hatcher, Lazar, Vander Weide, and Mayor Curt Andre
NOES: None
ABSTAIN: None
NOT PARTICIPATING: None
ABSENT: Councilmember Wallen

ATTEST:

Rhonda Greenlee

Rhonda Greenlee, CMC
City Clerk, City of Turlock, County of Stanislaus, State of California

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SOLE SOURCE PROCUREMENT OF TWO (2) FLYGT BRAND SEWER COLLECTIONS PUMPS FROM SHAPE, INC. OF STOCKTON, CALIFORNIA, IN AN AMOUNT NOT TO EXCEED $38,527 FROM FUND 410, WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE, PURSUANT TO CITY COUNCIL RESOLUTION 2005-174	**RESOLUTION NO. 2012-**

WHEREAS, Flygt brand pumps are used extensively by the City in many different applications and have proven to be very reliable in the operations of the Cities collection system; and

WHEREAS, sewer lift station at Pitman High School is currently operated with Myers brand pumps which require a higher frequency of maintenance than other pumps in the City's sewer collection system; and

WHEREAS, Staff has test Flyt brand pumps in the Pitman High sewer lift station and found their operation to be superior; and

WHEREAS, Turlock Municipal Code Section 2-7-08 (b)(2) allows for the sole source procurement of a commodity and by Resolution 2005-174 authorized the sole source procurement of Flyt storm pumps for Municipal Services; and

WHEREAS, funds have been budgeted in the 2011-12 fiscal year to purchase this equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the sole source procurement of two (2) Flygt brand sewer collections pumps from Shape, Inc. of Stockton, California, in an amount not to exceed $38,527 from fund 410 without compliance to the formal bid procedure, pursuant to City Council Resolution 2005-174.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of March 2012, by the following votes:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

5N

Council Synopsis

March 27, 2012

From: Dan Madden, Municipal Services Director

Prepared by: Larry Gilley, Utilities Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the sole source procurement of two (2) Venturi Model No. VA-1400 from Venturi Aeration, Inc. of Pelham, New Hampshire, in an amount not to exceed $25,840, without compliance to the formal bid procedure

2. DISCUSSION OF ISSUE:

On January 12, 2010, the City Council approved the rental of two venturi units Model VA-1400 for 30 days to evaluate their performance as a possible replacement for the pressurization tanks at the Turlock Regional Water Quality Control Facility. The pressurization tanks were more than 34 years old, were expensive to operate and maintain, and would have been very expensive to replace.

In March 2010 City staff received, installed, and evaluated the venturi units on Flotation Clarifier #2 for a minimum of 30 days. Test data indicated that the two venturi units would provide removal rates within two (2%) percent of the existing pressurization system. Importantly, cost savings include $35,000 in capital costs and $6,000 annually in electrical costs. The venturi system has no moving parts and is expected to exceed the life of the current pressurization system.

Pursuant to Turlock Municipal Code Section 2-7-08 (b)(2), when a commodity can only be obtained from one vendor, it may be purchased without compliance to the formal bid procedures. Venturi Aeration Inc. is the only known source for this size of venturi units in the United States.

3. BASIS FOR RECOMMENDATION:

A) The pressurization system on Flotation Clarifier #1 is forty (40) years old.

B) The venturi system installed on Flotation Clarifier #2 in 2010 has worked very well with significant capital, operations, and maintenance savings.

C) Venturi Aeration Inc. is the only known source for this size of venturi unit in the United States.

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 and equipment.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Currently budgeted at line number:
410-51-534.44030_034 Pressurization Tank Replacement

Fiscal impact to above line number: $25,840

There is no impact to the General Fund.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A) The City Council may choose to deny the purchase. This alternative is not recommended as it may compromise the reliability of the flotation clarifiers which are critical to the primary wastewater treatment system.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SOLE SOURCE PROCUREMENT OF TWO (2) VENTURI MODEL NO. VA-1400 FROM VENTURI AERATION, INC. OF PELHAM, NEW HAMPSHIRE, IN AN AMOUNT NOT TO EXCEED $25,840 WITHOUT COMPLIANCE TO THE FORMAL BID PROCEDURE	**RESOLUTION NO. 2012-**

WHEREAS, the pressurization system on Flotation Clarifier #1 is forty (40) years old; and

WHEREAS, the venturi system installed on Flotation Clarifier #2 in 2010 has worked very well with significant capital, operations, and maintenance savings; and

WHEREAS, the venturi system has no moving parts and is expected to exceed the life of the current pressurization system; and

WHEREAS, Turlock Municipal Code Section §2-7-08 (b)(2) allows for the sole source procurement of a commodity when it can only be obtained from one vendor; and

WHEREAS, Venturi Aeration Inc. is the only known source for this size of venturi unit in the United States; and

WHEREAS, funds have been programmed in the 2011-12 fiscal year budget to purchase this equipment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the sole source procurement of two (2) Venturi model No. VA-1400 from Venturi Aeration, Inc. of Pelham, New Hampshire, in an amount not to exceed $25,840 without compliance to the formal bid procedure.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of March 2012, by the following votes:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

50

Council Synopsis

March 27, 2012

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

Prepared by: Carla McLaughlin, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting donations received from January through March FY 2011/12 to be deposited as per the attached worksheet (Exhibit A), for a variety of Parks, Recreation & Public Facilities Division programs, scholarships, and activities

2. DISCUSSION OF ISSUE:

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

3. BASIS FOR RECOMMENDATION:

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

Strategic Plan Initiative: B. FISCAL RESPONSIBILITY

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Increases to account numbers as attached.

Total amount donated $182.00

5. CITY MANAGER'S COMMENTS:

Recommend Approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DONATIONS RECEIVED FROM JANUARY THROUGH MARCH FY 2011/12, TO BE DEPOSITED AS PER THE ATTACHED WORKSHEET (EXHIBIT A), FOR A VARIETY OF PARKS, RECREATION & PUBLIC FACILITIES DIVISION PROGRAMS, SCHOLARSHIPS, AND ACTIVITIES	**RESOLUTION NO. 2012-**

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

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

WHEREAS, monies received through donations assist in leveraging City resources.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the donations received from January through March FY 2011/12 as indicated on the attached worksheet (Exhibit A) to be used for a variety of programs and activities.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

RECREATION PROGRAM DONATIONS & IN KIND CONTRIBUTIONS

Date	Donor	Address	City	State	Zip Code	Account Number		Amount
1/13/2012	Misc Donors		Turlock			113-61-632.37200_000	$	132.00
2/21/2012	First Street Gallary	226 N First St	Turlock	ca	95380	113-61-632.37200_000	$	50.00

	Donation Total	$	182.00
In Kind			
	In Kind Total	$	-
	Grand Total	**$**	**182.00**

Taken to City Council March 27, 2012 for acceptance.

EXHIBIT A

5P

Council Synopsis

March 27, 2012

From: Robert Jackson, Chief of Police

Prepared by: Ron Reid, Turlock Police Department

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the submittal of a San Joaquin Valley Air Pollution Control District (SJVAPCD) grant application in the amount of $96,353.58 for the acquisition of four (4) fully funded 2012 Trikke Pon-e electric scooters at $4,075 per vehicle and four (4) Ford Fusion hybrid vehicles with partial grant funding of up to $20,000 per vehicle, with a per vehicle cost of $28,600

2. DISCUSSION OF ISSUE:

Staff has identified an opportunity to purchase clean energy vehicles to incorporate into the Police Department fleet. The purchase would be through a grant application process and would provide four (4) alternative electric scooter vehicles and four (4) hybrid cars. The hybrid cars are intended to replace current fleet vehicles, already identified as in need of replacement, and not intended to increase the total number of cars utilized by the Department.

The Police Department has investigated various alternative vehicles that would reduce emissions for the betterment of the community. The Department has also sought to provide enhanced services to the community in the most fiscally responsible manner possible. Part of that fiscal responsibility has included the investigation of alternative funding sources.

The SJVAPCD Public Benefit Program grant has been established to fully or partially fund electric, hybrid, and alternative vehicles. The maximum grant allocation has been set at $100,000.00 with a stipulation that no more than $20,000.00 per vehicle can be expended.

Staff has identified two models of vehicles that both meet or exceed the minimum qualifications required by the grant and would benefit and fulfill varied service needs within the Department:

- The Trikke electric scooter is a vehicle that is small, allows for ease of movement through crowds, and can be utilized in street fairs and events, the County fair, or parking enforcement duties. The vehicle can travel up to eighteen (18) miles per hour and is propelled solely by rechargeable batteries.
- The Ford Fusion is a hybrid vehicle that can be used for standard non-emergency transportation and duties. The vehicle can fulfill numerous functions within the Department, deliver as much as fifty (50) miles per gallon, and provide the storage and capacity needs for a multitude of uses.

Staff is requesting authorization to apply for the grant with the intention, if funded, of acquiring the above listed resources.

3. BASIS FOR RECOMMENDATION:

Staff is recommending authorization of the grant application based on the expected benefit to the City, Department and community.

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

There is no match requirement for the grant award. The City would realize an $80,000.00 savings to the Police Department's Vehicle Replacement fund (for the four Ford Fusions) and an additional, previously unfunded $16,353.58 (for the added resource of the scooters); a total of $96,353.58.

The four (4) Trikke electric scooter vehicles will be purchased wholly through the grant. The cost to the City for the Ford Fusion cars, after grant funding, will be $8,600.00 per vehicle. The City will replenish the vehicle fleet while realizing a savings of $80,000.00 (four vehicles at $20,000.00 per).

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

The utilization of the four (4) electric scooter vehicles and the four (4) hybrid cars will enhance services for the Department while reducing emissions and providing cleaner power.

7. ALTERNATIVES:

Council could decline authorization of the application for the grant award.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF A SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) GRANT APPLICATION IN THE AMOUNT OF $96,353.58 FOR THE ACQUISITION OF FOUR (4) FULLY FUNDED 2012 TRIKKE PON-E ELECTRIC SCOOTERS AT $4,075 PER VEHICLE AND FOUR (4) FORD FUSION HYBRID VEHICLES WITH PARTIAL GRANT FUNDING OF UP TO $20,000 PER VEHICLE, WITH A PER VEHICLE COST OF $28,600	}	**RESOLUTION NO. 2012-**

WHEREAS, the Turlock Police Department has investigated alternative vehicles that would reduce carbon emissions for the betterment of the community; and

WHEREAS, the Turlock Police Department has sought to identify alternative funding sources to supplement resource allocation; and

WHEREAS, the Turlock Police Department has identified Trikke Pon-e electric scooters to be valuable resources for the Department's provision of services; and

WHEREAS, the Turlock Police Department has identified Ford Fusion vehicles to be valuable resources for the Department's provision of services; and

WHEREAS, the San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit Grant Program offers a grant award of up to $100,000.00 to government agencies for the acquisition of electric, hybrid, and alternative vehicles; and

WHEREAS, the Turlock Police Department has determined that both the Trikke electric scooters and Ford Fusion hybrid vehicles fall within the scope of the SJVAPCD grant guidelines; and

WHEREAS, staff recommends the authorization for the application of the SJVAPCD grant for vehicle acquisition

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the submittal of a San Joaquin Valley Air Pollution Control District (SJVAPCD) grant application in the amount of $96,353.58 for the acquisition of four (4) fully funded 2012 Trikke Pon-e electric scooters at $4,075 per vehicle and four (4) Ford Fusion hybrid vehicles with partial grant funding of up to $20,000 per vehicle, with a per vehicle cost of $28,600

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

5Q

Council Synopsis

March 27, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Reaffirming the emergency declaration of the City Manager that there is a need for the replacement and purchase of one (1) 6809 controller and two (2) ACB boards to be utilized by Turlock Public Safety Communications, from Scott Communications as the nearest available source of supply, and appropriating $9,500 from Fund 116 "Outside Agencies Use of 800 MHz/H.T.E. and Equipment" Reserve balance to account number 116-20-230.51005_005 "Communications-800 MHz Equipment"

2. DISCUSSION OF ISSUE:

On 3-1-12, Staff requested the City Manager approve the emergency purchase of the 6809 controller due to the critical impacts a failure will have on providing public safety. As provided in Turlock Municipal Code Section, 2-7-08 (b) (1) "Bidding Requirements", the bidding procedures are not required regardless of the amount involved when an emergency necessitates an order be placed with the nearest available source of supply.

The Turlock Public Safety Communications Center provides dispatching services for Turlock and contract agency public safety needs. The radio system is aging and has recently experienced several temporary failures. As a full service, 24 hour emergency dispatch center, even a temporary radio system failure causes great concern. There have been four (4) radio system failures within a four (4) month period.

Contracted radio system maintenance technicians, Delta Wireless, analyzed the failures and have determined that the existing power supply is weak and is the cause of the failures. Technicians have been able to revive the recent temporary failures by resetting the power supply. This resulted in the radio system reverting to a "fail soft" mode for 15-45 minutes of system failure until the radio technicians were able to respond and reset the system.

The power supply is a part of the radio system controller. The radio system controller (otherwise known as the "6809") is antiquated and nearly obsolete. The radio system manufacture no longer supports or manufactures replacement parts for the current radio system. Should the entire controller fail, a reset will not be an option and the radio system will not operate until a new controller is installed.

Through an exhaustive search, staff located a replacement 6809 controller which includes redundant power supplies. Staff purchased the necessary replacement equipment from Scott Communications in St. Ignatius, Montana.

The power supply will be used on the existing radio system. The main components of the replacement 6809 will be readily available in the event of a complete controller failure.

3. BASIS FOR RECOMMENDATION:

A) Staff's recommendation is based on necessity of maintaining the current radio system.

B) Turlock Public Safety Communications Center provides dispatching services to several outside agencies including CSUS Police, Ceres Police, and Gustine Police. Each of these outside agencies contributes to an annual radio system maintenance/replacement fund. Appropriating $9,500 from this fund would be an appropriate use of these funds.

C) $9,500 includes the cost of the replacement 6809 controller, two (2) ACB boards, tax, and shipping. Installation of the replacement power supply and ACB boards will be covered under the existing Delta Wireless maintenance contract.

Strategic Plan Initiative:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact $9,500

Budget Amendment

Appropriation from Fund 116 "Outside Agencies Use of 800 MHz/H.T.E. and Equipment" Reserve to account number 116-20-230.51005_005 "Communications – 800MHz Equipment."

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

None

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF REAFFIRMING THE THE EMERGENCY DECLARATION OF THE CITY MANAGER THAT THERE IS A NEED FOR THE REPLACEMENT AND PURCHASE OF ONE (1) 6809 CONTROLLER AND TWO (2) ACB BOARDS TO BE UTILIZED BY TURLOCK PUBLIC SAFETY COMMUNICATIONS, FROM SCOTT COMMUNICATIONS AS THE NEAREST AVAILABLE SOURCE OF SUPPLY, AND APPROPRIATING $9,500 FROM FUND 116 "OUTSIDE AGENCIES USE OF 800 MHZ/H.T.E. AND EQUIPMENT" RESERVE BALANCE TO ACCOUNT NUMBER 116-20-230.51005_005 "COMMUNICATIONS -800 MHZ EQUIPMENT"	RESOLUTION NO. 2012-

WHEREAS, staff has identified a critical need to replace the power supply to the existing radio system; and

WHEREAS, the existing radio system has experienced four (4) failures within a four (4) month period resulting from an antiquated power supply; and

WHEREAS, the radio system power supply is a part of the 6809 controller; and

WHEREAS, the 6809 controller is antiquated and no longer supported by the radio system manufacturer; and

WHEREAS, staff has located a replacement 6809 controller and ACB boards in St. Ignatius, Montana; and

WHEREAS, funds are available through Fund 116 "Outside Agency Use of 800MHz ."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby reaffirm the emergency declaration of the City Manager that there is a need for the replacement and purchase of one (1) 6809 controller and two (2) ACB boards to be utilized by Turlock Public Safety Communications, from Scott Communications as the nearest available source of supply, and appropriating $9,500 from Fund 116 "Outside Agencies Use of 800 MHz/H.T.E. and Equipment" reserve balance to account number 116-20-230.51005_005 "Communications-800 MHz Equipment."

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

5R

Council Synopsis

March 27, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Authorizing the acquisition of unclaimed or surrendered property for City use and the donation of twelve (12) bicycles to the 38th District Agricultural Association (Stanislaus County Fair Board) for their use in varied community/fair programs

2. DISCUSSION OF ISSUE:

Staff is recommending the acquisition of four (4) items of property from Police Property/Evidence for use by the Police Department. Staff is further recommending the donation of twelve (12) bicycles from Police Property/Evidence that would otherwise have been auctioned through PropertyRoom.com.

Municipal and State codes outline the legal authority for the City to authorize the acquisitions recommended.

Per Turlock Municipal Code Section 2-8-04, "All unclaimed property not returned to the finder or owner shall be transferred to the Purchasing Department. If such property is determined by the Purchasing Department to be needed for public use, such property may be retained by the City."

Further, under the authority of the California Code of Civil Procedures -- § 2080 through 2080.6 – and the California Penal code -- § 12028(c), 12029, 12030, and 12032 – a police department may retain property for exclusive use by the agency.

The Finance Department has reviewed the proposal for all listed items (refer to "EXIBIT A" of the attached Resolution) and concurs the disbursement would be of benefit to the City. The Police Department has reviewed the proposal for the listed items and also concurs the disbursement would be of benefit to the City.

The property requested for Police Department use is:

- An ink-jet printer that will replace an aged and antiquated printer at Animal Services,
- A monitor in Patrol Operations that will replace an aged and degraded monitor; the resource utilized for internal monitoring of calls for service, and
- Two (2) Colt rifles that will be utilized in the Patrol Rifle Program; a savings to the City of approximately $1,600.00 per weapon had they been purchased new.

In addition, the Police Department regularly takes possession of found or seized bicycles through various means. The bicycles that the Department is unable to determine ownership of or unable to return by legal statute are purged from inventory (usually auctioned through PropertyRoom.com).

Twelve (12) bicycles currently fall into that category and would normally be auctioned off (refer to "EXIBIT A" of the attached Resolution). Staff is recommending, however, that those twelve (12) bicycles be donated to the 38th District Agricultural Association (Stanislaus County Fair Board). The fair board has requested a donation of as many as fifty (50) bicycles to be recycled for use in various community/fair programs throughout the year. Fair board staff is requesting the bicycles in any condition to accumulate an inventory. Fair board staff is confident they can refurbish the bicycles for safe use within their planned programs.

3. BASIS FOR RECOMMENDATION:

Staff is recommending the acquisition and donation of the described property to benefit the City and community at large. The property has been identified to fulfill specific needs.

Strategic Plan Initiative: B. POLICY INITIATIVE – FISCAL RESPONSIBILITY:

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

Strategic Plan Initiative: H. POLICY INITIATIVE – COMMUNITY PROGRAMS AND FACILITIES AND INFRASTRUCTURE:

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Minimal –

- The monitor and printer would have been forwarded to auction, to which a portion of the sale would have been returned to the General Fund. The acquisition will actually save money in that the City will not be burdened with the purchase of new replacement equipment, but instead will utilize this acquired equipment.
- By procedure, the Department does not sell firearms; therefore, the weapons would have been destroyed. Utilization of the two (2) rifles will save the City the cost of purchase by supplementing the needs of the armory.
- The bicycles, again, would have been forwarded to auction with a portion of the sale being returned to the General Fund. The donation to the fair board will, however, provide enhanced community support and sponsorship.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Decline the acquisition of the property in the Property/Evidence Room and seek other avenues of acquisition or purchase for the identified Police Department equipment.

B. Decline the donation of the bicycles.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING THE ACQUISITION OF UNCLAIMED OR SURRENDERED PROPERTY FOR CITY USE AND THE DONATION OF TWELVE (12) BICYCLES TO THE 38TH DISTRICT AGRICULTURAL ASSOCIATION (STANISLAUS COUNTY FAIR BOARD) FOR THEIR USE IN VARIED COMMUNITY/FAIR PROGRAMS	**RESOLUTION NO. 2012-**

WHEREAS, the City of Turlock does regularly acquire found or seized property through various processes, and Department is unable to return that property to the respective owners as the lawful owners are unknown or the Department is prohibited from doing so by statute; and

WHEREAS, Municipal and State codes outline the legal authority for the City to authorize the acquisitions recommended; and

WHEREAS, the City of Turlock does currently have property (Exhibit A) fitting the above description – one (1) printer, one (1) monitor, two (2) rifles, and twelve (12) bicycles; and

WHEREAS, the Police Department does currently have need for the printer at the Animal Control Services Unit; and

WHEREAS, the Police Department does currently have need for the monitor at the Police Department headquarters, in the Field Operations Division; and

WHEREAS, the Police Department does currently have need for the two (2) rifles, to be used in the Patrol Rifle Program; and

WHEREAS, the 38th District Agricultural Association (Stanislaus County Fair Board) does currently have need for the twelve (12) bicycles; and

WHEREAS, public convenience, necessity and common benefit will be served by reallocating said property in the manner stipulated

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the acquisition of unclaimed or surrendered property for City use and the donation of property to the 38th District Agricultural Association (Stanislaus County Fair Board) for their use in varied community /fair programs as follows:

One (1) printer, one (1) monitor, and two (2) rifles shall be allocated to the Animal Control Services Unit, the Police Department Headquarters, and the Police Department Patrol Rifle Program, respectively.

Twelve (12) bicycles shall be offered as a donation to Stanislaus County Fairgrounds to be used for community programs.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

EXHIBIT A

LIST OF PROPERTY FOR CITY/POLICE DEPARTMENT USE:

1. Printer – TPD Case #1-05-4549
    a. An HP 5510 all in one printer, serial #MY4CPG11Y4 model #5510

2. Monitor – TPD Case #1-10-11404
    a. A Panasonic 46" Plasma flat screen monitor, serial#LC01960634, Model #TCP46C2

3. Two Colt Rifles – TPD Case #1-11-8194
    a. The rifles were voluntarily surrendered by a Turlock citizen who no longer wanted responsibility of the weapons.
    b. The rifles are the same make and model currently utilized by the Department.
        i. COLT – AR-15 (223), serial #CMH015981 model #MT6601
        ii. COLT – AR-15 (223), serial #CMH015531 model # MT6601

LIST OF BICYCLES FOR DONATION:

CASE NUMBER	DESCRIPTION	SERIAL #
1. 1-11-9968	Huffy Girls 18 speed, burgundy	#HC5654504
2. 1-11-9195	Schwinn 14 speed, High Trail, Mt. Bike	#SNHUA05C21897
3. 1-11-9080	Schwinn Mens Mt. Bike, blue/silver	#POLF04696
4. 1-11-9108	Schwinn Boys 10 speed, blue frame	#AV516590
5. 1-11-9267	Specialized Boys 21 speed, red/white	#P1KK05040
6. 1-11-9267	Roadmaster Boys 15 speed, blue/purple	#RM60880877
7. 1-11-9096	Roadmaster Girls 18 speed, purple	#SNFSD9932
8. 1-11-9342	Magna Mens, blue	Unknown
9. 1-11-9350	Haro BMX, orange	#MBS1F02408
10. 1-11-9308	Roadmaster Mens Mt. Bike, green	#DCH100792
11. 1-11-9645	Roadmaster 18 speed, purple frame	#SNFSD11DC0746
12. 1-11-9890	Boys bicycle fram, black	#AC1K059957

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Council Synopsis

March 27, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the amended job classification on one (1) vacant Public Safety Records Supervisor and obtaining authorization to fill this vacancy through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

2. DISCUSSION OF ISSUE:

A vacant position exists in the Support Operations Division of the Turlock Police Department for a Public Safety Records Supervisor position.

This supervisory classification is responsible for assisting the supervision of discrete sub-divisional organizational component(s) and programs/functions within a department as determined by the Public Safety Support Operations Division manager. The incumbent is expected to demonstrate technical competence while working as a team member and exercise independent judgment in a number of confidential and sensitive assignments. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related regulating entities.

3. BASIS FOR RECOMMENDATION:

A vacant position exists in the Support Operations Division of the Turlock Police Department for a Public Safety Records Supervisor position.

The Public Safety Records Supervisor reports to the Public Safety Support Operations Division Manager and is responsible for planning, organizing, directing, and supervising the activities of the Police Records Unit. While reviewing this position, very minor updates were made and are recommended for approval as indicated in Exhibit "A".

Strategic Plan Initiative:

A) Policy Initiative- Effective Leadership

Goal 1. C. Hire, develop and retain the best most qualified employees

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact

Funding for this position is currently allocated in the FY11-12 budget.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Reject the request to staff this vacant, funded position.

PUBLIC SAFETY RECORDS SUPERVISOR

DEFINITION

The Public Safety Records Supervisor reports to the Police Support Operations Division Manager and is responsible for planning, organizing, directing, and supervising the activities of the Police Records Unit.

~~Performs other job related work as required.~~

This position is assigned to the Miscellaneous Bargaining Unit for labor relations purposes and is subject to overtime assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Police Support Operations Division Manager, as assigned. The incumbent provides direct supervision to subordinate level clerical or technical staff within assigned support services area.

DISTINGUISHING CHARACTERISTICS

This is a supervisor classification responsible for assisting the supervision of discrete sub-divisional organizational component(s) and programs/functions within a department as determined by the Police Support Operations Division Manager. The incumbent is expected to demonstrate technical competence while working as a team member and exercise independent judgment in a number of confidential and sensitive assignments. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related regulating entities.

~~EXAMPLES OF DUTIES~~ ESSENTIAL FUNTIONS: - Duties may include, but are not limited to the following:

- Performs highly complex specialized record keeping and tasks related to police functions by using automated ad manual systems.
- Supervise, train and operate all department computer systems, which include but are not limited to: California Law Enforcement Telecommunications System (CLETS), Criminal Justice Information Center (CJIS), National Crime Information Center (NCIC), and the Turlock Police and Fire Department Records Management System and other law enforcement integrated records systems.
- Maintain and update data and information tables in the police and fire Records Management System.
- Supervise subpoenas, RMS, CLETS, and all criminal records processes performed within the Records Unit.

- Assigns, coordinates, supervises, and evaluates the work of subordinate records personnel on an assigned shift for the most effective utilization of available personnel.
- Manages clerical procedures and incoming/outgoing information and records.
- Monitors employee workload and solves related problems.
- Develops/conducts training programs.
- Reviews requests for release of reports.
- Monitors the quality of computer data entry.
- Receives complaints and provides information to the public as required.
- Testifies in court as required.
- Represents the department at meetings and/or serves as liaison with other criminal justice agencies involving records or telecommunications issues.
- Performs other related duties as assigned.
- Provides specialized support services and supervision within assigned area.
- Answers questions; provides information to the public, other City departments, and other agencies; recommends and coordinates corrective actions; investigates, reports, documents and resolves complaints.
- Adapt to working shifts, weekends, holidays, nights and evenings.
- Perform all related duties of a Police Records Technician as required.
- Performs research, compiles data, and conducts studies, as assigned.
- Maintains and supervises record management system; processes and provides custody and security of various records; files historical information, lists, certificates, contracts, agreements, claims, or other specialized documents or data related to assigned program area.
- Assists with audits or requests for information by providing research and reports, as needed.
- Assists with the preparation of specialized budgets related to assigned activities; assists in budget implementation; organizes and prepares department's Annual Report; Quarterly Report; participates in budget forecasts; alerts Police Support Operations Division Manager of problems detected in budget related to planned programs, projects or expenditures.
- Provide technical support and training on computer software and hardware.
- Provide administrative support on special projects and implementation of programs and processes.
- Assists with the research, submits, reviews, coordinates and follows up on grant requests from state and federal funding sources or other contracts or agreements, as assigned; assures insurance and other requirements are met.
- Orders or purchases and distributes or assigns materials, equipment or supplies; maintains related records and inventories.
- Provides, assists with or coordinates training to others, as needed.
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.

- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Models appropriate professional supervisory conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; participates in teams, or committees, as needed.
- Assures staff works in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements. Performs other duties, as assigned.
- Receives and responds to citizen information requests.
- Oversees daily operations of Police Records Unit; processes information for Uniform Crime Report (UCR) to Department of Justus (DOJ), oversees maintenance of police reports, fire arson reports, sex offender registration records, narcotics violations and parking enforcement records.
- Perform other job related work as required.

MINIMUM QUALIFICATIONS:

Knowledge Of:

- Required training and certification requirements related to assigned program area.
- A variety of automated and manual law enforcement systems.
- Police department procedures and policies and Personnel Rules and Regulations.
- Laws, codes, and regulations relevant to police operations and confidentiality.
- Principles and practices of supervision.
- Technical and operational aspects of assigned function or program area.
- Statistical methods and principles.
- Modern office procedures, and methods including computer equipment, word processing, spread sheet, data base, graphic presentations and other needed specialized software applications, and internet and electronic communication usage and methods.
- Budgeting procedures and techniques.
- Principles and practices of supervision, staff selection, training and personnel management.
- Principles of effective record, file and archival management related to area of assignment.
- Principles of effective time management.
- Safe work practices and related regulations.
- Principles of conflict resolution and excellent customer service.
- Provisions, principles and practices of municipal structure and organization.
- Applicable federal, state and local laws, regulations and guidelines.
- Modern techniques for proper maintenance and destruction of police records and other documents.
- Requirements and processes for Live Scan Fingerprint Program and Live ID.

- Stays current with laws related to records retention, records release, records destruction, and records management.
- Customer service techniques.

Ability To:

- Interpret laws, regulations, and procedures and to ensure compliance in all areas and responsibilities.
- Compile information for statistical reports.
- Establish and maintain tactful, courteous, and effective working relationships with others.
- Provide lead supervision.
- Handle multiple priorities, organize workload and meet strict deadlines.
- Resolve problems.
- Make effective decisions.
- Take appropriate action in a variety of work situations.
- Understand and comply with complex state and federal regulations, laws, codes, policies as related to assigned program area.
- Understand City processes and procedures and specific requirements of assigned program area.
- Diagnose and troubleshoot complex problems and provide and coordinate appropriate solutions.
- Work with and control sensitive and confidential information and assure security for assigned program area.
- Create and maintain accurate and detailed record keeping systems.
- Facilitate and coordinate meetings or training.
- Develop and implement policies and procedures.
- Estimate, track and project revenues and expenditures.
- Plan, initiate, manage and complete complex and multiple simultaneous work assignments or projects with a minimum of direction.
- Work irregular hours, which may include late night meetings.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise assigned program goals and City objectives.
- Use computer and needed programs in a highly effective manner.
- Organize, analyze, manage and implement a variety of programs.
- Assist in preparing, forecasting and administering a budget.
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.
- ~~Successfully complete a Peace Officer Standards and Training (POST) Certified Civilian Supervisory Course.~~

EXPERIENCE AND EDUCATION

Experience:

Three years of increasingly responsible technical, administrative or analytical experience in a public safety agency in related function areas or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities. One of the three years of experience shall be in a lead or supervisory capacity.

Education:

Equivalent to an Associate's degree from an accredited college or university with significant course work in the areas of Public Administration, Criminal Justice, Administration of Justice or related field.

LICENSE AND/OR CERTIFICATE

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required as the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.

Successfully complete a Peace Officer Standards and Training (POST) Certified Civilian Supervisory Course within twelve (12) months from date of appointment.

PHYSICAL REQUIREMENTS

Vision adequate to operate vehicles and office equipment, read instructions and follow directions; hearing adequate to converse on telephone and in person; body mobility adequate to drive and perform required office duties including reaching and bending for files and related office items; use of hands and fingers adequate for operating vehicles, writing, typing, computer, copier, and fax machine and related functions; ability to lift office files, binders and small office equipment, as needed.

Created September 2011
Revised 2/12

Review and Approved: _____ **Date:** _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE AMENDED JOB CLASSIFICATION ON ONE (1) VACANT PUBLIC SAFETY RECORDS SUPERVISOR AND OBTAINING AUTHORIZATION TO FILL THIS VANCANCY THROUGH AN IN-HOUSE RECRUITMENT OF FULL-TIME, PART-TIME AND VOLUNTEER STAFF, AND OUTSIDE RECRUITMENT IF NEEDED	**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 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, there exists a vacancy within the Support Operations Division of the Turlock Police Department for the position of Public Safety Records Supervisor; and

WHEREAS The Public Safety Records Supervisor reports to the Public Safety Support Operations Division Manager and is responsible for planning, organizing, directing, and supervising the activities of the Police Records Unit; and

WHEREAS Minor modifications to the job description was necessary to ensure an accurate reflection of the job being filled.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the amended job classification on one (1) vacant Public Safety Records Supervisor and obtaining authorization to fill this vacancy through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

5T

Council Synopsis

March 27, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Steven Williams, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the amended job classification of Police Support Operations Division Manager to Public Safety Support Operations Division Manager and obtaining authorization to fill this vacancy through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if needed

2. DISCUSSION OF ISSUE:

As a budget reduction strategy in July of 2011, the Police Support Operations Division Manager assumed additional responsibilities by serving both the Police and Fire Departments. This eliminated redundant positions within the City, streamlined efforts, and increased operational efficiencies within both departments.

The current allocated position of Police Support Operations Division Manager within the Turlock Police Department recently became vacant through the resignation of a long-term management employee.

In an effort to further enhance operational efficiencies and make effective use of allocated resources, the police department intends to modify managerial oversight of two work units. Management of the Emergency Communications Center (dispatch) will be shifted from the Support Operations Division to the Special Operations Division. Management of the Property and Evidence facility will be shifted from the Special Operations Division to the Support Operations Division.

The amended job description of the Public Safety Support Operations Division Manager is included as Exhibit "A".

3. BASIS FOR RECOMMENDATION:

This is a mid-management classification responsible for the supervision of discrete sub-divisional organizational component(s) and programs/functions within a department as determined by the Department Director, City Manager, and City Council. This position exercises policy interpretation and application for assigned program/functional area, demonstrated professional and technical competence while working as a team member and exercises independent judgment in a number of confidential and sensitive areas. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related regulating entities.

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:

Fiscal Impact

Maximum annual impact for salary = $10,956 benefits = $3,970
Total maximum $14,926.

Budget Amendment

N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not move forward with the amended position allocation. Staff does not recommend this alternative as it would be in conflict with the City Strategic plan goal relative to Effective Leadership.

PUBLIC SAFETY SUPPORT OPERATIONS DIVISION MANAGER

DEFINITION

Under general direction of the Chief of Police and/or Fire Chief; maintains oversight and leads the activities of ~~one of three major Divisions comprising the Turlock Police Department.~~ the Support Operations Division serving both the Police Department and Fire Department. Position provides direction to meet City goals and to coordinate with other service areas, agencies, boards, commissions and the public. Performs other job related work as required.

The ~~Police Support Operations Division Manager~~ Public Safety Support Operations Division Manager performs administrative and management duties with substantial authority, oversees, leads and directs technical, financial, statistical and other analytical support, research and special project management; supervises sensitive, confidential specialized record maintenance; oversees and ensures legal compliance and budgetary expenditures, supervises staff; and may fulfill other assignments in functional areas such as supervising various other administrative, accounting or technical functions.

The ~~Police Support Operations Division Manager~~ Public Safety Support Operations Division Manager is responsible for staff and activities of a special nature within the non-sworn functions and programs of the police department and fire department. Assigned to serve both the Police Department and Fire Department, the ~~Support Operations Manager~~ Public Safety Support Operations Manager has responsibility for ~~dispatch (including 911),~~ records management, evidence and property room management and front counter reception services, and related non-sworn functions; to oversee the acquisition, maintenance, and enhancement of technical communication, records, and other automated systems; and to provide highly complex staff assistance to the Chief of Police and Fire Chief.

The position is also responsible for coordinating the design, maintenance, implementation, and administration of ~~police~~ emergency service communications, records, and related automated systems, working collaboratively with the City's Information Technology Division.

This position is assigned to Turlock Management Association – Public Safety (TMAPS) for Labor Relations purposes and is considered exempt under the Fair Labor Standards Act (FLSA).

SUPERVISION RECEIVED AND EXERCISED

The Public Safety Support Operations Division Manager ~~Police Support Operations Division Manager is non-sworn, and reports directly to the Police Chief and/or Fire Chief as a division manager~~ receives general supervision is provided by the Chief of Police and Fire Chief.

The incumbent provides direct supervision to subordinate level supervisory and clerical or technical staff within assigned support service area.

DISTINGUISHING CHARACTERISTICS

This is a mid-management classification responsible for the supervision of discrete sub-divisional organizational component(s) and programs/functions within a department as determined by the Department Director (Chief), City Manager and City Council. This position exercises policy interpretation and application for assigned program/functional area. Demonstrates professional and technical competence while working as a team member and exercises independent judgment in a number of confidential and sensitive areas. Duties and responsibilities are performed in accordance with municipal codes, ordinances, City policy, and related regulating entities.

EXAMPLE OF DUTIES: - Duties may include, but are not limited to the following:

- Provides specialized support services and supervision within assigned area.
- Answers questions; provides information to the public, other City departments, and other agencies; recommends and coordinates corrective actions; investigates, reports, documents and resolves complaints.
- Performs research, compiles data, and conducts studies, as assigned.
- Maintains and oversees the police record management system; processes and provides custody and security of various records; files historical information, lists, certificates, contracts, agreements, claims, or other specialized documents or data related to assigned program area.
- Prepares a variety of technical reports, including reports for City Council; develops, and recommends, implements and documents policies and procedures.
- Performs audits or requests for information by providing research and reports, as needed.
- Prepares specialized budgets related to assigned activities; participates in budget implementation; Oversees implementation of budget; recommends regarding the forecast of additional funds; approves expenditures; implements mid-year adjustments; organizes and oversees the department's Annual Report; participates in budget forecasts; alerts Chief of Police and/or Fire Chief of problems detected in budget related to planned programs, projects or expenditures.
- Researches, prepares, submits, reviews, coordinates and follows up on grant requests from state and federal funding sources or other contracts or agreements, as assigned; assures insurance and other requirements are met.

- Provides assistance and coordination and makes presentations before various groups, including City Council, commissions, boards, committees, task forces, and on and off-site public meetings, as needed.
- Attends, facilitates or provides support, to include follow up or coordination, for various internal or external meetings, as assigned.
- Oversees the ordering or purchases including equipment or supplies; maintains related records and inventories.
- Oversees payroll process; provides required employee notices related to payroll; assures payroll is accurate and timely and meets all legal requirements.
- Provides, assists with or coordinates training to others, as needed.
- Supervises staff including provision of timely performance evaluations; recommends and implements approved discipline; provides staff development; and maintains high standards necessary for efficient, professional operations.
- Builds and maintains respectful, positive working relationships with staff, supervisors, outside agencies and the public using principles of good customer service; provides effective conflict resolution, as needed.
- Models appropriate professional supervisory conduct; maintains appropriate confidentiality of sensitive information; complies with and supports City policies and procedures, labor laws, and MOU provisions.
- Attends assigned meetings and training; interacts with outside agencies and commissions; participates in teams, or committees, as needed.
- Assures staff works in a safe manner; follows safety requirements; monitors and assures compliance with regulations and other legal requirements.
- Performs other duties, as assigned.
- Receives and responds to citizen information requests.
- Assists City Council and City Manager in responding to various inquiries related to citywide operations, policies, and programs including sensitive and political issues that may affect the organization as a whole.
- Ensures that appropriate City staff is informed of City Council policy direction issued at Council meetings; assists with follow up and implementation of City Council decisions and actions.
- Establishes and maintains working relationships with the Mayor, City Council members, City Council appointees, City staff, news media, other governmental organizations, and the public.
- Manages and plans, oversees and coordinates special or sensitive projects with City wide impact, as assigned.
- Research, recommend, monitor, procure, and oversee installation of enhancements to various communications system.
- Oversees daily operations of Property/Evidence; maintains legal compliance and chain of custody; conducts quarterly audit and internal spot checks of property room; assures safe physical storage and proper disposal of hazardous materials cleared for destruction.
- Oversees daily operations of Live Scan Fingerprint Program and Live ID processes.
- Works with various equipment including 800 MHZ systems, E9-11 systems, CAD Systems and related databases.
- ~~Works closely with other law enforcement agencies on radio compatibility and concerns.~~

- Oversees the maintenance and upgrade of technology for the police and fire department.
- Oversees daily operations of Police Records Unit; processes information for Uniform Crime Report (UCR) to Department of Justus (DOJ), oversees maintenance of police reports, fire arson reports, sex offender registration records, narcotics violations and parking enforcement records.
- Maintains all department personnel records; appears at court when subpoenaed to produce officer personnel records; maintains Internal Affairs (IA) reports records.
- Tracks, calculates and reconciles departmental expenditures including travel, continuing education, POST reimbursement, phone and cell phone bills, credit card issuance/usage and purchases; authorizes expenditures within policy range.
- Reviews, tracks and reconciles bills for departmental expenditures.
- Provides oversight of technology problems or complaints; assures communication of changes in equipment, software, systems and processes to staff in clear, timely and appropriate manner with the Information Technology Staff.
- Performs budgetary forecasting relative to user fee revenue and operational expenses and makes recommendations for adjustments.
- Serves on or facilitates various specialized committees and task forces related to departmental operations.
- Prepares written guidelines regarding internal operational procedures.
- Calculates project costs and estimates costs of fees associated with police and fire functions.
- Analyzes a variety of operational data to evaluate trends and makes recommendations regarding policy changes.
- Prepares technical reports required by the City Council and State agencies in conformance with normal reporting cycles and deadlines.
- May coordinate and administer special programs and projects which have multiple departmental applications or are required by the State of Federal agencies.
- Performs other job related work as required.

QUALIFICATIONS:

Knowledge Of:

- Modern principles, practices and techniques of a municipal public safety agency.
- Required training and certification requirements related to assigned program area.
- Technical and operational aspects of assigned function or program area.
- Statistical methods and principles.
- Modern office procedures, and methods including computer equipment, word processing, spread sheet, data base, graphic presentations and other needed specialized software applications, and internet and electronic communication usage and methods.
- Principles of financial record keeping and reporting; auditing; technical report writing and grant writing.
- Budgeting procedures and techniques.

- Principles and practices of supervision, staff selection, training and personnel management.
- Principles of effective record, file and archival management related to area of assignment.
- Principles of effective time management.
- Safe work practices and related regulations.
- Principles of conflict resolution and excellent customer service.
- Provisions, principles and practices of municipal structure and organization.
- ~~Applicable federal, state and local laws, regulations and guidelines. When Assigned to City Manager's Office:~~
- ~~Principles and practices of modern municipal management and administration.~~
- ~~Modern techniques for proper maintenance and destruction of police records, property and evidence. Requirements and processes for Live Scan Fingerprint Program and Live ID.~~
- ~~Possesses proven ability to manage, organize, and direct a Records function and direct a Communications function.~~
- Stays current with technology used in voice, data, 9-1-1, CAD, RMS, and MDC communication and information systems.
- Stays current with laws related to records retention, records release, records destruction, and records management.

Ability To:

- Effectively formulate, organize and manage sound divisional policy in the areas of police records and fiscal management ~~communications.~~
- Interact with citizens and employees in an effective way that produces positive results.
- Implement City Council direction.
- Delegate authority and responsibility as well as schedule and program work.
- Plan, initiate, manage complex and multiple simultaneous work assignments; set priorities and organize work to meet deadlines.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and direct divisional goals within City objectives.
- Manage, project and administer a budget.
- Understand and comply with complex state and federal regulations, laws, codes, policies as related to assigned program area.
- Perform research; compile and analyze data and prepare technical reports.
- Understand City processes and procedures and specific requirements of assigned program area.
- Diagnose and troubleshoot complex problems and provide and coordinate appropriate solutions.
- Work with and control sensitive and confidential information and assure security for assigned program area.
- Create and maintain accurate and detailed record keeping systems.
- Facilitate and coordinate meetings or training.
- Develop and implement policies and procedures.
- Estimate, track and project revenues and expenditures.
- Plan, initiate, manage and complete complex and multiple simultaneous work assignments or projects with a minimum of direction.

- Research and write complex loan, grant and program documents and monitor processes, as assigned.
- Oversee contracts and legal agreements for requirements and compliance.
- Work irregular hours, which may include late night meetings.
- Lead, manage, evaluate and train personnel effectively and maintain discipline.
- Organize, implement and supervise assigned program goals and City objectives.
- Use computer and needed programs in a highly effective manner.
- Organize, analyze, manage and implement a variety of programs.
- Prepare, forecast and administer a budget.
- Establish and maintain respectful, effective and cooperative working relationships with those contacted in the course of work.
- Communicate effectively, orally, electronically and in writing.

EXPERIENCE AND EDUCATION

Experience:

Three years of increasingly responsible technical, administrative or analytical experience in a public agency in related function areas or any experience that would have provided the opportunity to develop the required skills, knowledge and abilities. One of the three years of experience shall be in a lead or supervisory capacity.

Education:

Possession of ~~Equivalent to~~ a Bachelor's degree from an accredited college or university with significant course work in the areas of Business Administration, Public Administration, or related fields including specialized training in the area of accounting and financial management.

LICENSE OR CERTIFICATE

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required as the time of appointment. Maintenance of a valid California Driver's license and proof of automobile liability insurance is a condition of continued employment.

PHYSICAL REQUIREMENTS

Vision adequate to operate vehicles and office equipment, read instructions and follow directions; hearing adequate to converse on telephone and in person; body mobility adequate to drive and perform required office duties including reaching and bending for files and related items; use of hands and fingers adequate for operating vehicles, writing, typing, computer, copier, and fax machine and related functions; ability to lift office files, binders and small office equipment, as needed.

Created June 2007
Revised February 2012

REVIEWED AND APPROVED: _____ **DATE:** _____

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE AMMENDED JOB CLASSIFICATION OF POLICE SUPPORT OPERATIONS DIVISION MANAGER TO PUBLIC SAFETY SUPPORT OPERATIONS DIVISION MANAGER AND OBTAINING AUTHORIZATION TO FILL THIS VACANCY THROUGH AN IN-HOUSE RECRUITMENT OF FULL-TIME, PART-TIME AND VOLUNTEER STAFF, AND OUTSIDE RECRUITMENT IF NEEDED	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 2-4-504 of the Turlock Municipal Code to adopt rules and regulations for the administration of the personnel system; and

WHEREAS, the Personnel System Rules and Regulations Section 12.02 Adoption of (Classification) Plan relates to employee job classifications and the creation, abolishment or modification of job classifications requires City Council approval; and

WHEREAS, the current allocated position of Police Support Operations Division Manager within the Turlock Police Department recently became vacant through the resignation of a long-term management employee; and

WHEREAS, the position of Support Operations Division Manager assumed additional responsibilities in July of 2011, as a budget reduction strategy, by providing Support Operations services to both the Police and Fire Departments; and

WHEREAS, the Police Department intends to adjust managerial oversight of specific work groups creating modified responsibilities for the Support Operations Division Manager; and

WHEREAS, an amended job description is necessary to accurately reflect the new responsibilities of the Public Safety Support Operations Division Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve the amended job classification of Police Support Operations Division manager to Public Safety Support Operations Division Manager and authorizes to fill this vacancy through an in-house recruitment of full-time, part-time and volunteer staff, and outside recruitment if necessary.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

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Council Synopsis

March 27, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting the second quarter of FY 2011/12 monetary donations valued at $295 from various donors in support of Animal Control Services and accepting the second quarter of FY 2011/12 donations of assorted animal related products valued at $4,363.06 utilized in support of Animal Control Services

2. DISCUSSION OF ISSUE:

Staff received donations from the community during the second quarter of fiscal year 2011/2012 to support the Animal Services Unit. As a result, a total of $295.00 was donated by various persons and businesses in monetary form. Additionally, assorted animal related products valued at $4,363.06 were donated for use by the Animal Services Unit (see attached list of donors).

3. BASIS FOR RECOMMENDATION:

Staff is recommending acceptance of the monetary donations and appropriation of the funds to be used in support of the City's Animal Services Unit.

Strategic Plan Initiative: H. POLICY INITIATIVE – COMMUNITY PROGRAMS, FACILITIES, AND INFRASTRUCTURE.

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Increase to donation account #266-20-255-348.37200_000

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Do not accept these donations.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING THE SECOND QUARTER OF FY 2011/12 MONETARY DONATIONS VALUED AT $295 FROM VARIOUS DONORS IN SUPPORT OF ANIMAL CONTROL SERVICES UNIT AND ACCEPTING THE SECOND QUARTER OF FY 2011/12 DONATIONS OF ASSORTED ANIMAL RELATED PRODUCTS VALUED AT $4,363.06 UTILIZED IN SUPPORT OF ANIMAL CONTROL SERVICES	**RESOLUTION NO. 2012-**

WHEREAS, staff received donations from various donors in the community during the second quarter of FY 2011/12 (Exhibit A); and

WHEREAS, these donations will be used to support the future needs of the City's Animal Services Unit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby accept the second quarter of FY 2011/12 monetary donations valued at $295 from various donors in support of Animal Control Services and accepts the second quarter of FY 2011/12 donations of assorted animal related products valued at $4,363.06 utilized in support of Animal Control Services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

EXHIBIT A

LIST OF DONORS BY MONTH

October 2011

1. Friends of Turlock (***Food Donation***) – $856.05
2. Wilma Seltzer (***Food Donation***) – $60.00
3. Karen Schgllon (***Food Donation***) – $3.60
4. Hope Rescue (***Food and Cat Litter Donation***) – $722.75
5. Alex Brewer (***Food Donation)*** – $11.70
6. "Jennifer" (***Food Donation***) – $23.70
7. Anonymous (***Food Donation***) - $169.80

November 2011

1. Kathleen Kennedy – $25.00
2. Friends of Turlock (***Food Donation***) – $1,492.62
3. Wilma Seltzer (***Food Donation***) – $60.00

December 2011

1. Kathleen Kennedy – $25.00
2. Bickford Trustees – $200.00
3. Dora Moya – $20.00
4. James L. or Doris E. Souza – $25.00
5. Ilouna Oushana (***Food Donation***) – $78.00
6. Lauren Souza (***Food Donation***) – $26.10
7. "Rose" (***Food Donation***) – $588.00
8. Hope Rescue (***Food Donation***) – $393.10
9. Vet Med (***Food Donation***) – $13.94

TOTALS

Monetary Donations - $295.00
Pet Item Donations - $4,363.06

5V

Council Synopsis

March 27, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Jeff Lopes, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Accepting a monetary donation of $1,300 from the Modesto Area Chapter Model A Club in support of the Volunteers in Police Service Program

2. DISCUSSION OF ISSUE:

Staff has received a donation of $1,300 from the Modesto Area Chapter Model A Club, in support of the Volunteers in Police Service Program.

3. BASIS FOR RECOMMENDATION:

A) Staff is recommending acceptance of the donation on behalf of the Volunteers in Police Services Program. The funds will be deposited into account 226-20-255-347.37200_000 Volunteers in Police Service Program Equipment Expenses.

Council approval is required for acceptance of all donations.

Strategic Plan Initiative: C. PUBLIC SAFETY

Goals(s): b-iii-c Pursue operational cost reduction strategies, to include, but not limited to: Enhanced citizen volunteer programs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
Increase of revenue to account 226-20-255-347.37200_000 Volunteers in Police Service Program Equipment Expenses in the amount of $1,300.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

None

7. ALTERNATIVES:

A. Council may refuse the donation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING A MONETARY DONATION OF $1,300 FROM THE MODESTO AREA CHAPTER MODEL A CLUB IN SUPPORT OF THE VOLUNTEERS IN POLICE SERVICE PROGRAM	**RESOLUTION NO. 2012-**

WHEREAS, the Turlock Volunteers in Police Service Program accepts donations; and

WHEREAS, through the use of donated funds, the Volunteers in Police Service Program is able to purchase equipment and/or necessities for the volunteer program; and

WHEREAS, monies received through donations assist in leveraging volunteer resources.

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Turlock does hereby accept the monetary donation of $1,300 from Modesto Area Chapter Model A Club in support of the Volunteers in Police Service Program.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th day of March, 2012 by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

RECEIVED
MAR 13 2012
City of Turlock
Administrative Services

CLAIM FORM

(Please type or print)

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

CLAIM AGAINST: City of Turlock
(Name of Entity)

Claimant's name: Eddie Dixon

SS#: N/A **DOB:** 1.19.66 **Gender:** Male X Female ___

Claimant's address: 4096 St. Patrick Pl.

Claimant's Telephone Number(s): 209.535.1930

Address where notices about claim are to be sent, if different from above: ___

Date of incident/accident: 10.5.11

Date injuries, damages, or losses were discovered: same

Location of incident/accident: Lander Ave

What did entity or employee do to cause this loss, damage, or injury? insufficient Drain system was malfunctioning During storm which caused the manhole
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? N/A

What specific injuries, damages, or losses did claimant receive? Blown tire, bent Rim, bent axle, minor body damage to rear quarter pnl
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

If the amount of your claim does not exceed $10,000, state the total amount claimed : 500- Deductible

If the amount of your claim exceeds $10,000, indicate whether your claim would be a "limited civil case" (if the amount claimed does not exceed $25,000 it is treated as a limited civil case) [see Government Code 910(f)].
Please check one box: Limited: ☐ DOES NOT EXCEED $25,000 Unlimited: ☐ EXCEEDS $25,000

How was this amount calculated (please itemize)? Deductible

(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 2.13.12 **Signature:** [signature]

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

cont:

cover to become dislodged and exposed the manhole, in which my vehicle fell into & caused damage resulting in a new tire, bent axle & minor body damage.

6A

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 Forty-five Thousand and no/100ths ($45,000.00) 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 27th day of March, 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

7A

Council Synopsis

March 27, 2012

From: Mike Pitcock, Director of Development Services

Prepared by: Rose Stillo, Senior Planner

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Approving the 2011 General Plan Implementation Report

2. DISCUSSION OF ISSUE:

The California Government Code [Section 65400 (b)] requires that an annual report on the implementation of the General Plan be submitted to the Legislative Body. The report shall include the status of the existing General Plan and progress made in its implementation, including the progress in meeting the City's share of regional housing needs determined pursuant to Section 65584 of the Government Code.

3. BASIS FOR RECOMMENDATION:

The City is required to submit this annual report to the State Departments of Planning and Housing.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:
The cost of preparing this report was funded by the General fund

5. CITY MANAGER'S COMMENTS:

Recommends Approval

6. ENVIRONMENTAL DETERMINATION:

Exempt

7. ALTERNATIVES:

Deny the General Plan Annual Report; however, this would be inconsistent with state law.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING THE 2011 GENERAL PLAN IMPLEMENTATION REPORT	**RESOLUTION NO. 2011-**

WHEREAS, in accordance with California Government Code (§ 65400 (b)), City staff has prepared the 2011 General Plan Implementation Report (Exhibit A) on behalf of the Turlock Planning Commission, the official planning agency of the City of Turlock; and

WHEREAS, the City Council affirms that the 2011 General Plan Implementation Report meets the requirements of the California Government and therefore, shall be submitted to the State Office of Planning and Research and the Department of Housing and Community Development; and

WHEREAS, the City Council determines that the proposed action is "exempt" from the provisions of the California Environmental Quality Act (CEQA).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Turlock that the 2011 General Plan Implementation Report is in conformance with the California Government Code (§ 65400 (b)).

BE IT FURTHER RESOLVED that the City Council does hereby approve the 2011 General Plan Implementation Report and directs staff to submit the report to the State Office of Planning and Research and the Department of Housing and Community Development.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 27th 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

2011 GENERAL PLAN ANNUAL REPORT

Submitted to the City of Turlock City Council and the Turlock Planning Commission

I. LEGAL REQUIREMENTS

The California Government Code [Section 65400 (b)] requires that an annual report on the status of the General Plan be submitted to the Council for its review and approval. The report must include the City's progress in implementing General Plan goals, including the progress in meeting the City's share of regional housing needs determined pursuant to Section 65584 of the Government Code.

II. GENERAL PLAN HISTORY

The City of Turlock General Plan was adopted in March 1993. In order to maintain an internally consistent document, the City of Turlock completed a Review of the General Plan in May 2002. The Review involved the revision of text, tables and diagrams to incorporate updated information and policy modifications that have occurred over the past nine years. This Review did not constitute a "comprehensive update" to the General Plan as defined by the California Government Code.

However, in 2008, the City began the process of formally updating its General Plan. A consulting firm was hired, and meetings between Planning staff and the consultants were held to lay out the update process. In December, 2008, the consultant team met with stakeholders in the City to gather their input about some major issues to be discussed during the General Plan update process.

The City has held three community meetings and five joint City Council-Planning Commission meeting to provide adequate opportunity into the development of the Draft General Plan. The City is currently in the process of completing the Draft Environmental Impact Report and expects to circulate it for public review in the early 2012. Adoption of the General Plan Update is anticipated in the summer.

III. 2011 GENERAL PLAN AMENDMENTS

The City of Turlock General Plan 1992-2012 contains eight Elements: Land Use, Housing, Public Facilities & Services, Transportation, Open Space & Conservation, City Design, Noise, and Safety. The state of California allows four General Plan amendments per year. There were no General Plan amendments in 2011.

IV. 2011 DEVELOPMENT APPLICATIONS PROCESSED

Project	Applicant	Project Name/Address
CUP 2011-01	Emanuel Medical Center	Roof Top Helistop - 825 Delbon Ave
CUP 2011-02	City Signs for Garton Tractor	New Holland Signs for Garton Tractor-2400 N. Golden State Avenue
Amend CUP 89-36	Turlock Covenant Church	K-12 private school - 260 High Street
Amend CUP 2004-07	Stephen Backus / Ed Samo	Red Brick Café - 153 S. Broadway - expansion of operating hours
Amend CUP 03-12	NUCP Turlock, LLC	1200, 1300, 1400 W. Main & 301 S. Soderquist - signage
CUP 2011-03	Sign Designs (Harold Brown)	801 N. Tully Road - Church of Christ sign
CUP 99-11 Amend	Hall Equities Group	2701 Countryside Drive
CUP 99-14 Amend	Light of Christ Lutheran Church	4510 Crowell Road - additional parking

Project	Applicant	Project Name/Address
MDP 2011-01	Rod R. Scott	Minor exception to corner side yard - 4691 Country Walk
MDP 2011-02	NUCP Turlock, LLC	Mi Pueblo - 1300 W. Main Street
MDP 2011-03	Go Green Recycling, Inc. (Mohamed Rahimi)	Go Green Recycling -1600 McCormick - large recycling facility
MDP 2011-04	Stellar - US Cold Storage	537 Fransil - storage facility expansion
MDP 2011-05	City of Turlock	1418 N. Golden State Blvd - park and ride lot
MDP 2011-06	BKB Properties (Dust Bowl)	200 W. Main St. - Outdoor dining permit & sign program
MDP 2008-32 Time Ext.	Kilroy West Main LP	2218 and 2300 W. Main St - Commercial Center - Time Extension
MDP 2008-36 Time Ext.	Kilroy West Main LP	2218 and 2300 W. Main St - Sign Program - Time Extension
MDP 2011-07	Vierra Family Trust	4706 Fulkerth Road - food processing plant
MDP 2011-08	The Sign Factory Inc.	275 E. Minnesota Ave - monument sign for Walnut Woods Apt
MDP 2011-09	Key Seal Products, Inc.	724 W. Linwood Ave - concrete batch plant improvements
MDP 2011-10	Real Equity Investment Group Inc.	145 S. Kilroy Road - commissary
Amend MDP 98-11	United Sign Systems	825 Delbon Ave - Emanuel Medical Center monument signs
MDP 2011-11	City of Turlock	4150 N. Golden State Blvd - storm pump station
MDP 2011-12	Vigen Associates	2000 W. Main Street - McDonald's remodel
MDP 2011-13	Inland Western MDS Portfolio	2480 Geer Road - discount food & beverage store
MDP 2011-14	Elizabeth Esquivel	1261 Lander Ave - convert residence to office
MDP 2011-15	API Architecture Plus, Inc.	2814 Countryside Drive - expand retail space
MDP 2011-16	The Olive Garden	2701 Countryside Drive - new freestanding restaurant
MDP 2011-17	Key Seal Products, Inc.	600 W. Linwood Ave - bulk landscape material business
MDP 2011-18	Frank Madruga	1020 Powers Court - exterior car wash

Project	Applicant	Project Name/Address
PD 269	EAH	500 W. Linwood Ave. (Avena Bella)
PD230 Amend	SAMA Properties LLC	3350 - 3500 Liberty Square Parkway

Project	Applicant	Project Name/Address
MAA 2011-01	Daniel Warren	Valley Care Medical - 2010 Colorado Ave
MAA 2011-02	Shannon Tate Fredeen	personal training - 351 N. Walnut #12
MAA 2011-03	Craig's Towing	Razor wire on fence - 1720 Carnegie
MAA 2011-04	Stratus Environmental	1315 Geer Rd. - ozone injection system
MAA 2011-05	Satwinder Khakh	1142 W. Main Street - vestibule entrance feature addition
MAA 2011-06	Nelson Silveira	132-134 S. First Street - façade improvements & sign reface
MAA 2011-07	Roger L. Gregg	481 N. Soderquist Road - new parking lot
MAA 2011-08	Turlock Gospel Mission	437 S. Broadway - Emergency Shelter 66 beds
MAA 2011-09	We Care Program Turlock	213/219 S. Broadway - Emergency Shelter 49 beds

Also worth noting, City staff held approximately 54 predevelopment meetings in 2011. These meetings are offered free of charge to anyone wishing to schedule a meeting with staff to discuss a development proposal. At these meetings, development standards, site and building design, potential parking and traffic circulation issues, infrastructure requirements, public safety concerns/standards, fees, and any other information related to the particular project are discussed. Having this discussion early on in the development process has proven to be very beneficial to everyone involved.

V. MAJOR PLANNING PROJECTS

In July, 2010, the Turlock City Council approved funding for the development of a "Morgan Ranch Master Plan." This triangle area, located in the southern area of the city limits, was annexed to Turlock in 1994, but was not "master planned" at the time. Instead, a condition of the annexation required that this be completed prior to development of the properties. This area has been identified in the current General Plan Update as the first priority area for development. The residential density proposed in the master plan will correspond with the more compact, higher density goals of the General Plan Update. A conceptual plan has been prepared. A community meeting is planned on February 23, 2012, which will allow the City to proceed with preparation of the Draft Master Plan and EIR.

In August 2007, the City approved a Memorandum of Understanding with Merced County, Stanislaus County, StanCOG and the MCAG to participate in the development of a Project Study Report to examine potential transportation improvements in the SR 165 corridor from the San Joaquin River to SR 99. The Turlock General Plan identifies a new interchange on Highway 99 to support development of the full build-out of the General Plan. The development of the interchange is critical to the development of the Southeast area of the Turlock General Plan. In July 2010, the Turlock City Council joined the other participating agencies in approving two alternatives for further study. The Project Study Report has been submitted to Caltrans for review and approval.

VI. GENERAL PLAN IMPLEMENTATION ACCOMPLISHMENTS SINCE ADOPTION

Section 10 of the General Plan (Implementation Program) identifies eight (8) key objectives necessary to successfully implement the 1992-2012 Turlock General Plan.

The Program relates closely to the Plan by bringing together policies from throughout the document. Its purpose is to serve as a reference for City staff and decision makers as they plan City implementation efforts. For members of the public and for the purpose of this report, the Implementation Program serves as a summary of General Plan accomplishments *since the Plan's adoption* and major activities the City will undertake in order to realize the guiding principles of the General Plan.

The following section is a historical summary of the City's accomplishments in implementing major policy themes in the Turlock General Plan.

Section 10
Implementation Program

10.1 ZONING ORDINANCE AND ZONING MAP REVISION

Requirements that the General Plan and Zoning Ordinance be consistent with each other mandate a review and update of the Zoning Map from time to time, to assure consistency with the General Plan Diagram. In addition, policies throughout the Plan call for changes to the City's Zoning Ordinance to address important community issues as they arise.

In 1997 and 2001, the City completed a comprehensive rezoning of property to ensure consistency with the General Plan Land Use Diagram. In 2002, City Council adopted amendments to the Zoning Ordinance, refining standards for Planned Developments, sign regulations, wireless communication facilities, equipment sales, service and rental businesses and other minor changes to the Code.

In 2003, the City Council amended the Zoning Ordinance to clarify and refine certain sections of the Municipal Code regarding second dwelling units in residential zoning districts, non-conforming uses and structures, setbacks in the R-L 4.5 (Low Density Residential - small lot) zoning district, temporary homeless shelters in churches and other religious assembly, garage conversions for State licensed family daycare facilities, guest parking for multi-family developments, standards for television antennas, chimneys, and other similar structures, solid waste disposal regulations for multi-family developments, and locational requirements for residential parking.

In 2003, the City of Turlock also amended the Zoning Ordinance to set limits on large-scale (big box) retailers. The amendment is intended to achieve three purposes:

1. Better define large-scale (big box) retail stores and to differentiate the various sub-categories of large-scale retail stores (discount stores, discount superstores, and discount club stores)
2. Require Planning Commission approval (CUP) for discount stores and discount clubs
3. Prohibit discount superstores, i.e. stores with over 100,000 square feet of sales floor area where more than 5% of sales floor area is devoted to the sale of non-taxable goods, such as groceries

In short, the amendment fulfills a number of General Plan policies relating to the promotion of neighborhood retail stores and encouraging measures which reduce traffic and air pollution.

In 2004, a Zoning Text Amendment was approved by the Turlock City Council. The purpose of the amendment was to allow personal service businesses, such as hair salons, to operate as a home occupation business, provided that they comply with stated conditions. Previously, this type of business was prohibited. The amendment also added a revocation clause for those that do not comply with the conditions once issued the permit.

In 2006, the City approved an amendment to its public noticing procedures. In short, the City extended the noticing range from the previous 300 foot radius from project site, to a 500 foot radius. Additionally, the project applicant is now required to post an approximately 4-foot by 6-foot sign, containing a written description and an illustration of the proposed project, on the subject site, and in a location visible to the public.

In 2009, the City Council approved two zoning text changes. The first set standards, for a non-discretionary Large Family Daycare permit. The revised ordinance established spacing standards and parking requirements for daycares operated from residential properties. The second zoning ordinance change clarified and modified the permit process for operating a Mobile Food Vendors business, which consist mainly of "taco trucks" in the City of Turlock. The permit for a Mobile Food Vendor includes standard conditions which address parking and other environmental impacts, as well as adherence to building code and safety concerns.

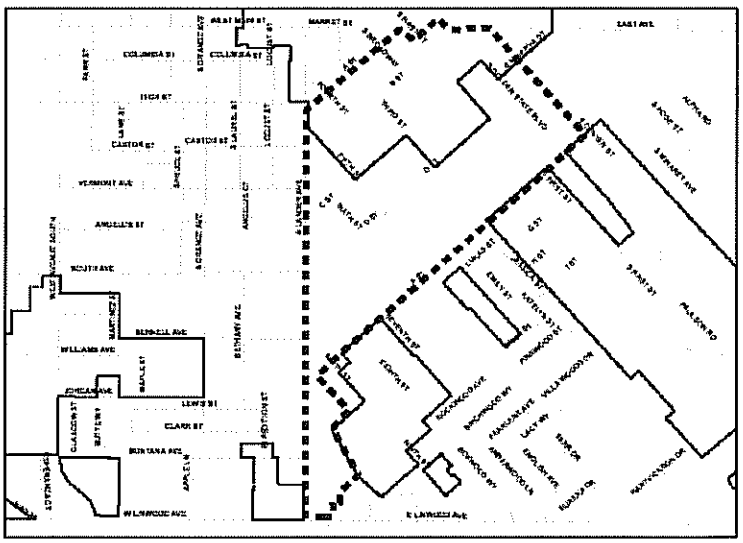
In 2010, City staff completed extensive research and held workshops to explore the use of "cargo containers" as buildings in various zoning districts. Placement on site, design, "stacking" concerns, community values, and building code issues were some of the considerations studied. Staff querried other jurisdictions in this process to explore existing standards. This project resulted in a matrix of development standards which will become part of a zoning text amendment in 2011.

Planning Staff have also performed extensive research into SB2 compliance. This congressional bill, which requires cities to permit homeless and transitional shelters within their boundaries on a non-discretionary permit basis, has forced Turlock to take a hard look at providing shelter for this underserved population in our city. We have held community workshops and joint Planning Commission/City Council meetings in exploring appropriate sites and development standards to use in order to comply with SB2. In this regard, staff anticipates an amendment to the City's Zoning Ordinance in the near future.

In order to come into compliance with SB2, the Turlock City Council approved an amendment to the Zoning Ordinance in 2011, delineating an area within the City, where homeless shelter(s) could be developed through a nondiscretionary permit process. A new section of Chapter 4, Title 9 of the Turlock Municipal Code (Zoning Overlay Regulations) establishes the homeless shelter overlay boundary district, the permitting process and the standards for the nondiscretionary permit.

Zoning Overlay District Boundary

The area is roughly bounded by A Street on the north, Center and F streets on the east, and Linwood on the south, and Lander on the west. The boundary encompasses 171 properties listed in Exhibit B of the draft resolution. Changes in the ordinance were also made to all districts to specify a Conditional Use Permit process for all zoning districts, including the Downtown Districts. This would mean that



only within the zoning overlay district would a nondiscretionary permitting process apply.

In authorizing an application for a nondiscretionary emergency shelter permit, minimum provisions include a maximum number of beds (depending on the zoning district), consistency with the General Plan, The Turlock Municipal Code, and other City of Turlock design standards and adopted guidelines, screening if located within 150 feet of a residential district, adequate lighting, off-street parking, on-site management and security, and provisions for pets.

Transitional and Supportive Housing

Senate Bill 2 also requires that transitional and supportive housing be treated as a residential use of property and be subject to the same permitting requirements as like-type housing projects. In this amendment, the definition of single- and multi-family dwelling has been amended to specifically include transitional and supportive housing. Therefore, any permitting requirements applicable to these use categories would automatically apply to transitional and supportive housing as defined by the California Health and Safety Code.

Second Dwellings

To facilitate the development of second units, size restrictions and owner occupancy requirements were eliminated from the zoning ordinance. However, the City still maintains a requirement for one additional off-street parking space, and a provision that the second unit cannot be independently sold.

10.2 DEVELOPMENT GUIDELINES

In order to implement the General Plan and facilitate the process of development approvals, Plan policies in the Land Use and City Design elements call for preparation of development guidelines that will describe the City's standards for different types of development. These guidelines are implemented through staff-level reviews of project applications, typically resulting in the issuance of a Minor Discretionary Permit.

In January 1997, *City Design Guidelines* were adopted for new residential, commercial, and industrial development. In addition, new local street design standards were created to implement Plan neighborhood design goals.

The development of two more documents, the *Beautification Master Plan* and *Downtown Design Guidelines,* took place in 2003. The Beautification Master Plan establishes design guidelines for gateway streets to the City and the *Downtown Design Guidelines* details land uses for the greater downtown area along with suggested designs for buildings, signs, etc.

The *Beautification Master Plan* addresses the Highway 99 Corridor, major gateways off Highway 99, and major arterials through Turlock. The Plan identifies and provides design direction for the architectural and landscape elements for potential projects that would serve to enhance the visual image of the City.

On June 10, 2008, the Redevelopment Agency accepted a list of three priority projects and approved the release of a Request for Proposals to complete the initial planning and development work on the Beautification Master Plan. These projects include landscaping and signage improvements at Highway 99/Monte Vista Avenue, the North Golden State Blvd. corridor from Taylor Rd. to Canal Drive, and a Wayfinding Sign System. The City hired a consultant in 2009, and meetings were held with the Beautification Committee to discuss plans for the landscaping improvements and wayfinding signs.

In January 2011, the Turlock City Council initiated an update to the Downtown Design Guidelines and Zoning Regulations. The City is working with the Turlock Downtown Property Owners' Association to provide input into the amendments to the zoning regulations.

In March 2009, the City of Turlock initiated an implementation strategy for the Turlock Beautification Master Plan to identify potential projects to enhance the visual attractiveness of the City and provide for a master directional signage program for the City to increase tourism and economic development. The study was completed in December 2011.

10.3 HOUSING ELEMENT PROGRAM IMPLEMENTATION

Recognizing the importance of providing adequate housing in all communities, the State of California has mandated a Housing Element within every General Plan since 1969. Section 65580 of the California Code states that the Element shall identify and analyze

existing and projected housing needs. The Element must also contain a five-year housing plan with quantifiable objectives for the implementation of the goals and objectives of the Housing Element.

An update to the Housing Element was certified by the California Department of Housing and Community Development in December 2003. The Housing Element update summarizes that, for the most part, the City of Turlock has been very effective in carrying out the programs and policies of the last housing element. The zoning ordinance has been comprehensively revised to create more opportunities for multifamily dwellings. In addition, the City put into place measures to assist in affordable housing development such as the First Time Homebuyers Program, the Density Bonus Ordinance, the Redevelopment Agency, and the Housing Trust Fund. However, as discussed in the update, housing affordability has become a major issue primarily due to market factors beyond the City of Turlock's control.

The City has made good progress on its goals of providing assistance to first-time homebuyers both monetarily ($40,000 distributed to 23 families in 2004), and by providing information through workshops and a new "Community Resource Handbook."

The 2004 Housing Report includes a detailed account of the City's progress in meeting Regional Housing Needs (RHNA). This information shows that of the 5,833 new residential units required between the years 2000 and 2008, the City has added 2,597 dwelling units as of June 2005. Furthermore, the City has already met its requirement for "Above Moderate" income households. The City could only comply with its RHNA if all new homes from now on are affordable to "Very Low," "Low," or "Moderate" income households. Also worth noting is that the City approved twelve rezones that either changed the previous zoning designation from commercial to residential, or increased the density of residentially-zoned property. This resulted in adding 439 new homes to the residential inventory.

In 2005, the Housing Division attained City Council approval to rezone a blighted property that once was the site for the City's only hospital, in order to develop an affordable housing project. *Crane Terrace,* is a 44-unit, senior-only apartment project, developed by the *Central Valley Coalition for Affordable Housing.* Funds from the Redevelopment Agency and the Tax Credit Allocation Committee made

the project possible. The project is complete and full occupancy is expected by September 1 2006.

In 2005, the Housing Division also acquired property at 400 "B" Street for development of a homeless shelter. The City has hired an independent agency to coordinate development of an operations plan for the shelter prior to going forward on construction of the site. At the same time, the City continues to provide funding to the We Care Program, which provides shelter to the homeless during winter months.

In 2008, the City reported that the RHNA goal for the reporting period 2001 - 2008 was 5,833 dwelling units. At the end of 2008, the City has issued building permits for 4,489 single family homes and 937 multi-family dwelling units, for a total of 5,426 units. Therefore, the overall RHNA deficit for this reporting period is 407 housing units. As reported in the 2008 report, the City has more than met its requirement for "Above Moderate" income housing construction (761 over the RHNA goal). However, the City fell short of meeting the RHNA goals for the "Moderate" (589 units short), "Low" (565 units short), and "Very Low" (900 units short) categories. At the same time, it is prudent to note that of the 227 dwelling units completed in 2008, approximately 57% (primarily due to the completion of the "Palms Apartments"), fall into the Low or Very Low category.

In 2008, the City addressed the homeless problem in collaboration with Turlock businesses, churches and non-profit service providers. The Council approved a motel voucher program to provide families with shelter. This program will be administered by Community Housing and Shelter Services, which will also provide counseling and referral services in an effort to break the cycle of homelessness.

2009 Housing Update

REGIONAL HOUSING NEEDS ASSESSMENT – IMPLEMENTATION STATISTICS

The City of Turlock is currently updating its Housing Element. A required element of the Housing Element includes information regarding the Regional Housing Needs Assessment (RHNA). The new RHNA schedule reported on is for the period from January, 2007, through January, 2014.

The RHNA requires the construction of new dwelling units throughout Stanislaus County. Housing needs are divided among four income levels defined by the federal Department of Housing and Urban Development (HUD). These income levels are Very-

Low [less than 50% of Area Median Income (AMI)], Low (50-80% of AMI), Moderate (80-120% of AMI) and Above-moderate (greater than 120% of AMI). HUD calculates the AMI on an annual basis. The AMI for Fiscal Year 2009 was $59,600 (based on a family of four).

The following table shows a breakdown of the income groups based on the 2009 Median Income. Using a mortgage calculator, and the assumptions of 30% of income applied to monthy payment (includes property tax and home insurance), 30 year loan at 5.25% interest, and a10% down payment, the table shows the housing price range for each income group.

Income Group	Income Range	Monthly Payment	Housing Price
Very Low	< $29,300	<$732	<$95,309
Low	$29,800-$47,680	$732 - $1,192	$95,309 - $187,867
Moderate	$47,680-$71,520	$1,192 - $1,788	$187,867-$307,791
Above Moderate	> $71,520	>$1,788	>$307,791

Therefore, staff estimates that the City of Turlock has added the number of housing units reflected below, and currently stands as indicated in the last column in relationship to meeting the RHNA goals.

Housing permits issued during the 2009 calendar year.

Income Group	RHNA Uits	Permitted in 2007/2008	Permitted in 2009	Remaining Need (by January 2014)
Very Low	807	0	0	**807**
Low	566	110	29	**427**
Moderate	667	2	24	**641**
Above Moderate	1421	483	0	**938**
Total	3461	595	53	**2813**

* All permits issued for housing units in 2009 were for single-family homes. There were no multi-family housing permits issued in 2009.

Included in the City of Turlock's General Plan are adopted goals and programs necessary to implement the Housing Element. One of the programs detailed in this document is the implementation of AB 2292, known as the "No Net Loss" initiative. In 2003, State legislators initiated a bill that would allow for the down-zoning of residential properties only when there was substantial evidence that the down-zone would not interfere with the jurisdiction's ability to meet its share of the regional housing need. Such findings could include, but are not limited to, the past or concurrent up-zone of a similar property.

In response to AB 2292, the City of Turlock maintains a record of all rezones, including some that were approved prior to the legislation. During the calendar year 2009, the

City of Turlock did not approve any rezones that changed the inventory of residential units available in the City.

2010 and 2011 Housing Reports

In 2010, the California Department of Housing and Community Development (HCD), required that the annual Housing Report be completed utilizing forms provided by HCD. The 2011 Housing Reports is attached to this report for your review.

10.4 REORGANIZATION FOR ENHANCED PARKS AND RECREATION SERVICES

General Plan policies for parks and recreation relate to park acquisition and development, financing, and programming. Implementing Policy 4.1-h calls for examining the present organizational arrangement of park and recreation facility management and park maintenance to enhance these relationships. Implementing Policy 4.1-t calls for expanding the role of the Community Activities and Facilities Commission in Park planning. These organization changes are intended to make Parks and Recreation operations more efficient, to make the City's organizational structure more easily understood by its residents, and to emphasize the importance of the full range of Park and Recreation functions.

Maintenance of all city-owned landscaped areas and park planning and development is administered by the Public Service Maintenance Division of the Municipal Services Department. Recreation Services administer city-sponsored recreation programs.

Adoption of the Parks Master Plan in 1995, an increase in the Park Land dedication requirements, and the establishment of the Park Improvement Fee in June of 1999 increasing park fees to cover off-site improvements has had a major impact on meeting GP implementation policies. In addition, the Parks Master Plan was amended in 1999 to adopt a "Park Development and Acquisition Policy." Essentially, this policy set procedural standards for how park fees could be collected and spent.

The City installed play areas and/or play equipment to numerous city parks during 2002. Among the parks that received improvements are Christoffersen, Four Seasons, Ferreira Ranch, and Sunnyview Parks.

In 2002, the City began construction of the Turlock Sports Complex, a regional-serving community park. This park provides sports facilities including soccer and

baseball fields as well as other park amenities for the adjacent high school, and the City of Turlock and its surrounding communities.

In order to maintain a viable document that meets the City's changing parks and recreation needs, the City of Turlock began a Review of its Parks Master Plan in 2002. Specifically, the Review effort involves making revisions to the text, tables, and diagrams to incorporate updated information and policy modifications that have occurred since 1995. One noteworthy revision is changing the parkland dedication standard from 4.2 to 4.5 acres of parkland per 1,000 residents based on the 2000 census and parkland inventory.

In 2004, the City adopted a (Mello-Roos) Community Facilities District, primarily to fund police and fire services. However, a portion of the funds from the revenue stream are used to fund park maintenance and some recreational programs.

A new Skate Park was constructed in 2004. The skate park includes a 14,400 square foot concrete pad, skate park components, sidewalks, handicap ramps, lights, receptacles, and drinking fountain.

The Recreation Division developed a new Misssion Statement in 2005: "Through Leadership and Creativity the City of Turlock's Recreation Division enriches quality of life and strengthens community by providing excellent recreational, educational and cultural experiences."

In 2005, the Regional Sports Complex was further developed with the addition of an amphitheater. Gates and fencing around the complex were also constructed in 2005.

Some of the city's parks received extensive improvements in 2006. A full array of play equipment was added to Broadway Park, including varies types of water features. A full-court basketball court and an arbor were added to Markley Park, which received an all-new play structure, including climbing walls the previous year.

Also in 2006, grass and trees were planted at the two "Wingette" parks, which are located on either side of the Regional Sports Complex. Furthermore, bleachers were installed at both the baseball and softball fields near the Sports Complex.

In 2007, Turlock began renovation of the playground at Crane Park. Improvements included playground equipment, sidewalks, benches, and the installation of a historic "Karymor Merry-Go-Round" for display. Picnic areas at Crane were redeveloped with new tables, barbeques, and food prep areas. The horseshoe pits at Crane were also renovated using decomposed granite.

New playground equipment, benches, and drinking fountains were installed at the "Wingette" parks, located on the east and west sides of the Turlock Regional Sports Complex.

In 2007, the City Council approved the designation of a portion of Sunnyview Park to be used as an off-leash dog park. Private donations will be used to add fencing and other improvements to accommodate the new use of this public facility.

2008 Park Maintenance Projects

Crane Park - Installation of a new restroom facility, removal of the old restroom facility, and resurfacing of the tennis courts. An 80 year old Deodar Cedar tree was cut down to approximately 25', where it was carved into a piece of art displaying several bears overlooking the playground area.

Rotary International Park - Installation of a 20' X 30' covered picnic area along with new picnic tables, receptacles, barbeques, and a food prep table.

Sunnyview Park - Completion of a Dog Park, complete with fencing, trees, signage, drinking fountain (pets included), benches, receptacles, and dogipot stations.

West Wingette - Installation of a half court basketball court, along with benches, and trash receptacles.

2009 PROJECTS
PUBLIC FACILITIES MAINTENANCE DIVISION

BMX Bike Park - The City opened the new BMX Bike Park to the public. The official grand opening will be in the spring of 2010. The City will place a donor plaque at the park to recognize everyone that donated money and time for the park.

Brad Bates Park - Dedicated and renamed the West Wingette Park, located next to the Turlock Regional Sports Complex, in recognition of the former Mayor Brad Bates, and placed a new park identification sign at the park.

Columbia Park - The park has received a complete makeover thanks to funding by CDBG, RDA and General Park Improvement. Applied for and received CDBG funding to purchase and install two new park identification signs, new 5 - 12 year old playground equipment, two new drinking fountains, two new double-sided basketball systems, re-surfaced old tennis courts to multi-use courts, and added new picnic tables, benches, and receptacles around the playground area. The City applied for and received CDBG and RDA funding to install a Water Feature in the park next to the swimming pool.

Remodeling of the Marty Yerby Building and PAL Building with General Park Improvement funds.

Crane Park - Designed and installed two new rental picnic areas and two non-rental picnic areas at the park.

Curt Andre Park - Dedicated and renamed the West Wingette Park, located next to the Turlock Regional Sports Complex, in recognition of the former Mayor Curt Andre, and placed a new park identification sign at the park. The City replaced the sand in the sand volleyball courts with a higher grade of sand with donations from the 'Sand Volleyball Dudes'.

Dale Pinkney Park - Dedicated and renamed Cimarron Park, located on Cherry Blossom Lane, in recognition of the former Mayor Dale Pinkney, and placed a new park identification sign at the park.

The City held their Annual National Arbor Day Tree Planting Celebration at Dale Pinkney Park. Residents along with students from Dennis Earl Elementary School donated and planted 56 trees at the park The City installed a donor plaque at the park in recognition of everyone that donated trees for the park.

Donnelly Park - Installed two new park identification signs.

Summerfaire Park - Installed new arbor area, food prep table, picnic tables, receptacles, and barbeques.

Walnut/Christoffersen Storm Basin - Applied for and received an Environmental Enhancement and Mitigation Grant through Cal Trans. The grant provides for the purchase and planting of 360 trees to reforest this 20 acre storm basin. The basin was built on agricultural land to accommodate the runoff from the Christoffersen Expressway. Reforesting this storm basin will help to remove the pollutants emitted by the increased traffic next to the storm basin.

2009 Recreation Accomplishments

- Increased in Instruction Class Revenue by 5% from 2008.
- Successfully partners with 20 community agencies to provide information, assistance, recreational activities and food to 500 people at the Family Fun Day.
- Held our 2nd annual community B.B.Q fund-raiser at Neto's.
- Had more than 1000 children registered for city after school programs.
- Successfully opened a new ASES (After School Education and Safety) after school program at Walter Brown Elementary School.
- Started a before school program and afternoon kindergarten program at Walnut Elementary.
- Started a morning kindergarten program at Medeiros Elementary.
- Worked with the sub committee for the Mayors Gang Task Force to finalize it's final community report.
- Worked with Stanislaus County Office Of Education to successfully implemented the Power Of Word literacy program into all 5 ASES sites (Brown, Crowell, Cunningham, Osborn and Wakefield).
- Increased youth swim lessons to 800 more youth
- Developed Outdoor Movie and sponsorship Program
- Turlock Downtown Christmas Parade increased spectatorship by 5,000
- Developed a partnership with Covenant Village to offer programs and events
- Completed 1st year of Teens in Action Leadership Program
- Incorporated Arts Programs and Arts Commission into recreation program
- Pedretti Park hosted 32 softball/baseball tournaments this year.

- Adult softball registered 271 teams for 2009, up from 2008 by about 39 teams
- New program Tiny Tots Fantasy Football started
- New Program Sticks for Kids started
- $1250 in sponsorships for Turkey Trot in 2009, compared to $750 in 2008

2010 Accomplishments: Parks, Recreation & Public Facilities Maintenance

Parks

- Installed a water feature at Columbia Park using CDBG and Redevelopment funds.
- Installed BMX Bike Park at Walnut Basin using donations and General Park Improvement Funds.
- Installed an arbor at the Curt Andre Park funded by Park Development Fees.
- Installed an arbor at Donnelly Park funded by Proposition 40 funds.
- Installed an ADA ramp and sidewalk at the Dog Park located at Sunny view Park and funded by Proposition 40 funds.
- Earth Day Celebration with numerous schools in Turlock planting trees.
- Arbor Day Tree Planting Celebration with students from Walnut Educational Elementary School at the Walnut/Christoffersen Storm Basin. We planted 360 trees funded by an Environmental Enhancement Mitigation Grant from Cal Trans.
- Awarded "Tree City USA" for a19th year.
- Installed an arbor and basketball court at Summerfaire Park funded by Park Development Fees.
- Installed a Solar light at Rotary International Park.

RECREATION

- Pedretti Park had 44 softball/baseball tournaments scheduled during 2010. Turlock Regional Sports Complex fields played host to 8 soccer tournaments. With these tournaments an estimated 18,000 players entered the two facilities to play local tournaments and an estimated 21,000 spectators attended the tournaments.

- Youth sports programs brought in more than 1600 registrations during the year.

- Adult sports programs registered 335 teams for the year which equates to nearly 3,900 adults.

- PLAY After School program had 531 paid participants (fee based)

- ASES After School program had 456 participants (grant)

- Summer Camps had 252 paid participants (fee based)

- New ASES After School Program at Turlock Jr. High 135 registered participants (grant)

- Recreation had 15,500 program registrants

- Record attendance at the 33rd Annual Christmas Parade; approx 20,000 – 25,000 spectators

- Teens in Action is in its 3rd year; Teens in Action is a year-long program that provides an opportunity for high school juniors and seniors to dialogue, connect and participate in monthly educational and leadership sessions. Sessions focus on various important aspects of the Turlock community in an effort to address specific educational and career opportunities. Teens in Action was created to acquaint students with businesses and industries in the greater Turlock area to showcase possible careers in the community. These students are college bound and we hope that they will remain in the area or return to the area for future careers.

2011 Accomplishments: Parks, Recreation & Public Facilities Maintenance

PARKS

- Awarded "Tree City USA" for the 20th Year.
- Arbor Day Tree Planting Celebration with City employees, children and families from Active Orthopedic and members of the community at Donnelly Park. The City and special guests planted 20 trees in honor of the City's 20th year as a "Tree City USA".
- New playground equipment was donated and installed by Sunnyside Farms and the California Milk Processing Board at Bristol Park.
- Earth Day Celebration with numerous schools in Turlock planting trees.
- Cleaned up numerous areas around Turlock with volunteers from "Turlock Shines".

RECREATION

Pedretti Park had 39 softball/baseball tournaments in 2011. Turlock Regional Sports Complex hosted 10 soccer tournaments. With these tournaments an estimated 18,000 players entered the two facilities to play local tournaments and an estimated 24,000 spectators attended the tournaments.

- Youth sports programs brought in more than 1,644 registrations during the year
- Adult sports programs registered 317 teams for the year
- PLAY After School program had 485 paid participants (fee based)
- ASES After School program had 670 participants (grant)
- Summer Camps had 248 paid participants (fee based)
- Adult Classes served 343 participants
- Youth Classes served 490 participants
- Aquatics Program used 3 pool and served 13,187 participants
- Recreation had 15,616 program registrants
- Record attendance at the 33rd Annual Christmas Parade; approx. 20,000 spectators

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10.5 MONITORING AND EVALUATION OF THE GROWTH MANAGEMENT ORDINANCE

The Growth Managemement Ordinance was rescinded in 1997. In 1998, the City of Turlock adopted an annexation policy that focuses annexations and growth to one quadrant of the city at a time. In 1999, the City adopted a policy that requires area-wide planning in conjunction with future annexations. Each area-wide plan shall address land use, circulation, housing, open space, infrastructure, public facilities and public services consistent with the goals and policies of the General Plan.

To formalize the city's commitment to remaining a compact and freestanding community, policies have been established to create permanent urban edges to the north and east of the city. The Taylor Road (north) urban edge will restrict growth beyond Turlock Irrigation District Upper Lateral #3 and Taylor Road. Separation between Turlock and Denair (east) will be maintained through area-wide plans associated with annexations.

Following this growth management plan, the North Turlock Master Plan was adopted on October 9, 2001. Through the development of this Plan, 370 acres of unincorporated land was annexed to the City in March 2002 in an orderly fashion. The land uses, development concepts, guidelines and standards for the Plan are based on the broader vision established for the area in the General Plan.

In 2003, the City adopted the Northeast Turlock Master Plan. A unique feature of this 255 acre Plan is that it would define an urban/agricultural "edge" for the City in this area through the use of a 200-300 foot wide "greenbelt" along the eastern border of the Plan Area. By doing so, the City would be implementing General Plan policies addressing the importance of maintaining Turlock and Denair as distinct, noncontiguous communities.

The City is currently exploring the feasibility of future development in the Southeast Area, encompassing approximately 2,000 acres. As the first step to this objective, a transportation and infrastructure feasibility analysis for the Southeast Area was completed in 2003. The study identified major transportation issues, including a new interchange on highway 99, that have to be addressed prior to continuing the formulation of a Specific Plan for the area. Progress on this project is ongoing at this time.

In 2005, the City developed and adopted the East Tuolumne Master Plan. This Master Plan area is located at the easterly edge of the City limits. The Turlock General Plan identifies this area for very low density residential development, and this land use is reflected throughout the Plan. The overall goal of the Plan is to

establish a clear separation between Turlock and the nearby community of Denair to ensure that both remain distinct and independent communities.

The City of Turlock adopted the Westside Industrial Specific Plan (WISP) in November, 2006. The purpose of the Specific Plan is to facilitate economic and job development through orderly growth and development. The Plan Area encompasses 2,615 acres on the west side of the City of Turlock adjacent to Highway (SR) 99. The Plan Area is partially developed with industrial and commercial uses. The Specific Plan will provide space for the growth of light and heavy industrial uses similar to those currently located in the Plan Area. The Specific Plan is envisioned as a bridge from contemporary industry and agriculture to new technology and products. The Specific Plan provides the project vision and objectives, and establishes development policies: land use regulations, design standards, and a phasing plan that will guide the orderly growth of the existing and new industrial uses.

10.6 SPHERE OF INFLUENCE AMENDMENT

Key General Plan policies relate to future urban expansion, and as a complement, promotion of continued agricultural production on lands not planned for urban use. Implementing these policies will require modifications to the City's 1992 Sphere of Influence, through both additions and deletions to the Sphere.

Decisions on the City's Sphere are made by the Stanislaus County Local Agency Formation Commission (LAFCO), which also makes decisions regarding annexations to cities and special district reorganizations. The City will initiate a request to LAFCO for the boundary modifications, and will prepare all necessary documentation to accompany it.

The Sphere of Influence was modified by LAFCO, including all industrial land designated on the General Plan Diagram, on August 25, 1993, Stanislaus County Local Agency Formation Commission Resolution No. 93-12.

A minor modification to the City's Sphere of Influence was adopted in June 2004, adding the Northeast Turlock Master Plan area to the City. The SOI modification "squares-up" the City's eastern edge, thereby creating a more easily identifiable boundary.

LAFCO approved a modification to the Sphere of Influence line on the west side of the City as part of an annexation for the Westside Industrial Specific Plan (WISP). This annexation added approximately 535 acres of industrial land to the City's inventory. (See Section 10.5 above for more information regarding the WISP.)

10.7 DOWNTOWN STRATEGIC PLAN IMPLEMENTATION

In February 1991, the City Council adopted a "Strategic Plan of Action" for Downtown Turlock. The *Downtown Master Plan* is one result of the Strategic Plan. Other projects proposed in the Strategic Plan are:

- Turlock Entryway Beautification, consistent with policies in the City Design Element calling for establishment of design guidelines and a zoning overlay district for entry areas;
- Downtown Area Gateway Identity;
- Downtown Transportation Center, the multimodal center discussed in Circulation Element section 5.3;
- Private Sector Design Guidelines, not addressed explicitly in the General Plan, but consistent with the Plan's Guiding Policies for Downtown;
- Economic Feasibility Studies, not addressed explicitly in the Plan, but consistent with the Plan's Guiding Policies for Downtown; and
- Establishment of a Downtown Action Committee, not addressed explicitly in the Plan, but consistent with the Plan's Guiding Policies for Downtown.

As required by the Master Plan, the downtown property and business owners formed the Property and Business Improvement District (PBID) in 1998 to assist in the maintenance of downtown improvements.

On November 13, 2001, another phase of the Downtown Master Plan, the "Main Street Streetscape" project was completed. The streetscape improvements to the downtown area included "bulbed" intersections with brick pavers, antique street lights, the renovation of nine (9) public parking lots and improvements to storm drain lines.

Downtown Design Guidelines & Overlay Zoning Ordinance was adopted in September 2003. It's objective is to further the City's vision for downtown Turlock by establishing guidelines and standards that will provide land use and physical design details necessary to guide future downtown investments toward revitalizing the City's core.

10.8 INITIATE REDEVELOPMENT PROJECT

The City has had a Redevelopment Agency since the early 1980s. During the early years, the Agency had been inactive because voters overturned the establishment of a Redevelopment Area. In 1992 the City Council reactivated the Agency and directed City staff to study choices for establishing a new Redevelopment project area. In July 1992 the Redevelopment Agency adopted a resolution establishing that "any redevelopment plan to be adopted by it shall exclude the use of condemnation for the purpose of land assembly for private projects, and the use of condemnation by the agency shall be strictly limited to the same public purpose test and standards that apply to the City of Turlock in the exercise of its condemnation powers." This resolution restricting the powers of the Redevelopment Agency is intended to relieve the concerns of property owners and other interested parties who opposed earlier redevelopment efforts because of the potential for condemnations.

In the first quarter of 1993 the City Council, acting as the Redevelopment Agency, adopted a Redevelopment Project Area encompassing most of the older areas of the City. In 1994, a Redevelopment Plan was certified by the Agency. In 1996, Amendment No. 1 to the Turlock Redevelopment Plant was completed. This area comprised of an additional 2073 acres of land, resulting in a combined Redevelopment Project Area of approximately 4,319 acres.

In 2002, the Redevelopment Agency hired a consultant and commenced holding public workshops to discuss a mixed-use project downtown, on property purchased by the City. Possible land uses include housing for various income levels, a new regional library, and expansion of an existing Arts Center.

The "Commercial Building Improvement Program" was utilized by various downtown businesses during the calendar year 2004. Included in these projects was the re-use of an old metal warehouse building into an indoor soccer facility. Several downtown businesses took advantage of the City's program to upgrade façades and make internal building improvements.

Additionally, the following redevelopment projects were initiated/accomplished in 2004:

- ❖ Establishment of a permanent homeless shelter/resource center
- ❖ Renovation of the Carnegie Art Center and the regional county library
- ❖ Development of a permanent mobile food vendor plaza
- ❖ Approval of a forty-unit senior housing project (Crane Terrace)
- ❖ Installation of water, sewer, and storm drain lines in the future Westside Industrial Specific Plan area

The Redevelopment Agency participated in the following projects during the 2005 calendar year:

Development of a 5-year Implementation Plan

This document is the Turlock Redevelopment Agency's five-year Implementation Plan as required by the California Redevelopment Law (CRL), Health and Safety Code Section 33490. This is the Agency's third Implementation Plan since the requirement was first enacted. The first Plan covered the years of 1995 through 1999 and the second Plan covered the years of 2000 through 2004.

The Implementation Plan is intended to be a flexible guide for the Agency's projects and programs and describes:

- A review of projects and status of programs carried out in the previous five-year period.
- Specific projects and the estimated expenditures for the five-year Implementation Plan timeframe, including estimated expenditures to eliminate any existing housing production deficit by the end of 2014.
- An explanation of how the goals, objectives, proposed projects, and expenditures will help to eliminate blight.

- A description of how the Agency will implement the CRL requirements related to the provision and preservation of low and moderate-income housing.

- Targeting requirements for specific household income levels and age for the compliance period of January 1, 2002 through December 31, 2014.

Designation as an Enterprise Zone (Zone40)
Turlock joined with Ceres and Modesto in its application to HCD and was successful in its designation as an enterprise Zone. Turlock now has most of its industrial and commercial areas within the zone. The properties included in the Enterprise Zone can take advantage of tax credits available for eligible new hires and purchases of equipment for their business.

Crane Terrance Senior Housing Project
The Agency partnered with the Central Valley Affordable Housing Coalition to develop an affordable housing project at the former old Emanuel Hospital site. This project redeveloped a long-time blighted property into 44 senior housing apartments.

2008 Accomplishments:

Construction of Fire Station Number 1
This project replaced an old outdated station built in 1950 and provided a modern 10,000 square foot fire station in the heart of the Redevelopment area. The new building includes a museum showcasing historical fire department apparatus

Public Safety Building
A new 40 million dollar Public Safety facility is currently being designed, to be financed with redevelopment bonds. This facility will house the Police Department and the Fire Administration and is expected to be completed by 2011.

Infrastructure Improvements in the Westside Industrial Specific Plan (WISP) Area
(See Section 10.5 for details on this Specific Plan.)
Funding has provided backbone infrastructure to a 2600 acre master planned industrial and business park area. This area has water and sewer capacity, freeway

access, and a certified Environmental Impact Report as well as the Master Plan. This area will be a major job generator in Turlock and in the Valley for years to come.

Carnegie Center Design

The Carnegie Center is a community arts center destroyed by fire. RDA funding as well as insurance payments and community contributions will enable the rebuilding of the center. The center will provide a variety of meeting space and facilities for performances, exhibits and concerts. The center is located in the downtown and its successful operation will bring more people into the downtown and help revitalize the area.

REDEVELOPMENT AGENCY ACCOMPLISHMENTS 2005-2009

Housing Projects

First-time homebuyer down payment assistance - 17 units
Crane Terrace - 44 units low income senior housing
Cherry Tree Village - 105 units low income multi-family
Palms Apartments - 24 units low income multi-family
Mobile Home Park Subsidy Program for low income seniors

Non-Housing Projects

Fire Station #1 rebuild
Infrastructure Improvements in the Westside Industrial area
Columbia Park and Facilities Improvements
Acquisition of downtown property
Fulkerth / 99 property acquisition and design work
Lander/South Ave. traffic signal and intersection improvements
Carnegie Center design work
Public Safety Facility design work/property acquisition
Assistance with funding of General Plan Update
Central Park public facility improvements and John Mitchell statue

In 2009, the Redevelopment Agency approved a new Five Year Implementation Program, which includes the following projects for years 2010 - 2014:

1. *Construction of Public Safety Facility* (Majority likely to be funded from new bond proceeds)

Description: This project provides for the construction of a 58,000 square foot Public Safety Facility. This building will house all police functions and fire administration.
Benefit: This project will provide public safety benefits and eliminate existing blight in the downtown core.
Budgeted Amount from RDA: $8,428,641 in the current budget. The Agency expects to bond for most of the remaining project costs.

2. Infrastructure Improvements in the Westside Industrial Area
Description: Infrastructure and interchange improvements in the Westside Industrial Specific Plan area.
Benefit: This project will provide basic infrastructure & safety benefit and encourage job creation
Budgeted Amount from RDA: $3,218,974

3. Columbia Pool and Park Improvements
Description: This project provides for improvements to the pool complex at Columbia Park and the Yerby Center
Benefit: These projects will provide public benefits through creation of recreational opportunities in a low income neighborhood.
Budgeted Amount from RDA: $325,000

4. *Columbia Park Water Feature*
Description: This project will provide a water feature for children age 12 and under.
Benefit: This project will provide public benefit through creation of recreational opportunities in a low income neighborhood.
Budgeted Amount from RDA: $200,000 RDA and $200,000 CDBG

5. Carnegie Rebuild
Description: The project is a multi use arts and community center envisioned to total approximately 18,000 square feet.
Benefit: This project will generate and improve job creation in the downtown core area in addition to providing public recreation & cultural opportunities. The project will also eliminate a blighted structure destroyed by fire.
Budgeted Amount from RDA: $3,000,000 plus $1,500,000 in accrued interest plus other sources are also expected to be used in construction.

6. Downtown Property Acquisition and Parking

Description: This project would provide additional parking downtown through demolition of existing structures and construction of the new parking.
Benefit: Downtown employment, shopping and cultural activities will benefit from additional parking. Elimination of blighted structures will also increase public safety.
Budgeted Amount from RDA: $2,000,000

7. Debely Field Improvements

Description: This project would provide for removal of existing track & field facilities and installation of new synthetic turf and track at Turlock High School.
Benefit: Public improvements and creation of improved recreational opportunities
Budgeted Amount from RDA: $2,800,000

HOUSING SET ASIDE PROJECTS

Fund Targeting: Provision of Housing According to Need
Over the life of the Redevelopment Plans, the Agency must provide Housing Fund resources to assist Very Low, Lower and Moderate households in at least the same proportion as the total number of units needed for all three income categories.

If the City were to attempt to meet it's fair share allocation using the Project Area and Agency activities alone, the production of these units under CRL would be the product of nearly 23,300 residential units developed by private enterprise. This number alone far exceeds the build out in the Project Area, and reflects one of the serious shortcomings of the current Regional Housing Allocation system of the Housing Element requirement; therefore, it is not possible for the Agency to shoulder this burden for the City.

However, it is assumed for purposes of this Implementation Plan that it will be the policy of the Agency to spend no less than 65% of the Housing Fund resources on housing for persons of very-low and low income. Specifically those type of projects include (in no particular order):

- Project 1- Continued use of the RDA Housing Set aside as local non federal funding match for HOME and other allocated or awarded federal funds. These funds will be used in programs which include FTHB program, down payment assistance and rehabilitation loans and/or grants programs. Estimated families

assisted = 150.

- Project 2- Engage in the collaborative development of Downtown housing projects. These projects could include senior housing, development or re-use of second story housing, mixed use housing developments. Estimated housing units produced = 20.
- Project 3- Engage in the collaborative development of affordable, transitional and supportive housing projects. Estimated housing units produced = 100.
- Project 4- Engage in the collaborative redevelopment of specific neighborhoods where blight exists and housing quality standards are not met to effectuate significant changes in at-risk neighborhoods. Estimated housing units assisted = 30.
- Project 5- Provide affordability covenants to ensure and maintain affordable rental housing stock. Estimated housing units maintained = 20.
- Project 6- Engage in the collaborative development of housing for those citizens with special needs. Those special needs populations include elderly, frail, persons with disabilities, homeless, victims of domestic violence, persons with substance abuse problems and persons with AIDS. Estimated housing units produced = 10.
- Project 7- Provide funds to the Mobile Home Renter's Assistance Program. These funds target low income renters and seniors. Estimated persons assisted = 50.
- Project 8- Purchase of affordability covenants to increase or maintain affordable housing stock. Estimated housing units maintained or acquired = 50 units.

2010 RDA Accomplishments

- Completion of water feature at Columbia Park
- Improvements to Yerby Center at Columbia Park
- Infrastructure improvements in the Westside Industrial Specific Plan area to create additional shovel ready sites
- Continued property acquisition and design work for the Public Safety Facility; staff work to enable sale of bonds for construction
- Completion of Debely Stadium improvements at Turlock High School
- Continued construction work on the Carnegie Arts and Community Center
- ADA Sidewalk improvements

- Continued support for grafitti abatement worker and code enforcement to enable removal of blight

Turlock RDA Activities and Projects 2011

- Continued to fund code enforcement, graffiti abatement and economic development positions working to eliminate blight and create jobs.
- Provided funding for public infrastructure in the Turlock Regional Industrial Park.
- Provided funding for ADA improvements in older areas of the City.
- Provided funding for the Carnegie Arts Center.
- Issued tax increment bonds via the Turlock Public Financing Authority in the amount of $13.5M to enable construction of the Turlock Public Safety Facility(PSF) located in the downtown.
- Provided funding for property acquisition, public improvements and infrastructure to serve the PSF.
- Contributed funding to enable a Landscape Design Plan to be developed in order to eliminate blight and improve entryways to the City.
- In response to AB 1X 26 the Agency adopted an Enforcement Obligation Schedule and Draft Initial Recognized Obligation Payment Schedule.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Turlock

Reporting Period 1/1/2011 - 12/31/2011

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development See Instructions	Deed Restricted Units See Instructions	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
061009032	SU	R		1			1	1			1
(9) Total of **Moderate and Above Moderate** from Table A3 ► ►											
(10) Total by Income Table A/A3 ► ►				1				1			
(11) Total **Extremely Low-Income** Units*											

* Note: These fields are voluntary

Attachment 1

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Turlock

Reporting Period 1/1/2011 - 12/31/2011

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA whichmeet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity	0	2	5	7	All units were owner occupied units and all were at or below 80% of the Median Area income for Stanislaus County.
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units		2	1	3	A total of 12 units were acquired and rehabilitatated using the Neighborhood Stabilization Program (NSP) funds. Only 3 properties were sold during this reporting period.
(5) Total Units by Income	0	4	6	10	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for **Moderate**	7					7	
No. of Units Permitted for **Above Moderate**	20					20	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Turlock

Reporting Period 1/1/2011 - 12/31/2011

Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2007	2008	2009	2010	2011					Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	805	6									6	738
	Non-deed restricted		57	3	0	1						61	
Low	Deed Restricted	562											239
	Non-deed restricted		164	127	29	2	1					323	
Moderate	Deed Restricted	666											306
	Non-deed restricted		228	76	24	25	7					360	
Above Moderate		1,428	8	21	0	26	20					75	1,353
Total RHNA by COG. Enter allocation number:		3,461	463	227	53	54	28					825	2,636
Total Units ► ► ►													
Remaining Need for RHNA Period ► ► ► ► ►													

Note: units serving extremly low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Turlock

Reporting Period 1/1/2011 - 12/31/2011

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	**Housing Programs Progress Report - Government Code Section 65583.** Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	**Objective**	**Timeframe in H.E.**	**Status of Program Implementation**
Increase coordination with HCD to apply for new funding	Receive CALHOME funding	Ongoing	Funds assisted 25 first time buyers with down payment assistance
CDBG and HOME Program-	Continue providing assistance to eleigible families	Ongoing	Received 2.34 million in federal assistance.
Community Resource Handbook	Update the Community Resource Handbook	Ongoing	Due to limited staff and funding updating of the Resource Handbook has been delayed to 2012.
City of Turlock Redevelopment Agnecy	Create multi family affordable units	Ongoing	Tax credit application was approved. Ground breaking expected in Spring 2012
Prepare a Project Information Booklet	CDBG applications are placed on City web site	Ongoing	Information is provided to interested parties on a one on one basis.
Public Improvements	Install curb, gutter & sidewalks in designated areas using CDBG funds	Ongoing	Due to funding no improvements were made during 2011.
First Time Home Buyer Down Payment Assistance	Assist families with 40% of purchase price for down payment.	Ongoing	Assisted 1 extremely low income family, 9 very low income families and 15 low income families
Increase First Time Home Buyer down payment assistance loan amounts		Ongoing	Due to house prices not feasible at this time.
Tracking regional development	Attend BIA conference. Participate in discussions regarding trends and projections	Ongoing	Staff attended lenders and realtors meetings throughout the year. Information was shared on changes to existing programs.
Homeless Service Providers	Present strategic plan to City	Ongoing	Service providers assisted 56 homeless individuals and families with hotel/motel vouchers. A total of 142 homeless men, women and children received shelter during the cold weather months.
Short term assistance to homeless population including specialized groups.	Provide short term beds and acquire 3 dwelling units to be used for transitional housing	Ongoing	320 individuals received financial assistance for rental and utilities. Due to limited funding no dwelling units were purchased.
Incentive and reporting procedures	Develop housing for special needs population	Ongoing	Neighborhood Stabilization Program (NSP) funds were used to acquire and rehabilitate a home designed around the needs of a special needs person.
Comprehensive listing of housing developments in City	Continue to list modified changes	Ongoing	Changes continue to be updated.
Provide new supportive housing units for persons with disabilities	Create 3 units	Ongoing	One unit was created using State NSP funds.
Continue disabled persons to reside in senior independent living facilities	Continue allowing persons with disabilites in senior facilities.	Ongoing	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Turlock

Reporting Period 1/1/2011 - 12/31/2011

Amend the City's current housing rehabilitation program guidelines.	Continue with housing rehabilitation program.	Ongoing	Forgivable loans continue to be offered 7 families.
Housing Authority vouchers	Obtain aditional vouchers for Turlock residents	Ongoing	No additional vouchers were granted to City
Underwrite a portion of Capital Facility Fees	Provide fee deferrals to developers	Ongoing	
Acquire a site for development for affordable housing	Process 11 applications	Ongoing	
Continue to market CDBG single family rehabilitation funds.	Continue marketing rehabilitation program.	Ongoing	Seven families received assistance. Two families families were at or below 50%, Five families were at or below 80%.
Rental Rehabilitation	Provide information to investors	Ongoing	One investor unit was rehabilitated. Tenant was at or below 30% of the MAI for Stanislaus County.
At risk Units	Continue contact with California Partnership Corporation	Ongoing	No units were found to be at risk
Fair Housing workshops	Provide annual workshops	Ongoing	No workshops were held
Temporary and permanent relocation	Provide assistance when necessary	Ongoing	No applicants required relocation assistance
Fair Housing laws	Provide materials and or workshops to recipients of housing assistance funds	Ongoing	No trainings were offered.
Project Sentinel	Fund Project Sentinel using CDBG funds	Ongoing	Project Sentinel received 20,000 in CDBG funds to disseminate fair housing information.
Section 8 program	Continued assistance to Turlock residents	Ongoing	Vouchers continue to be offered to Turlock residents through the Stanislaus County Housing Authority.
Annual employer workshops	Hold 1 meeting	Ongoing	No meetings were held due to limited staff time and funding.

General Comments:

8A

Council Synopsis

March 27, 2012

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:

Motion: Authorizing the City Manager or his designee to execute the attached Municipal Agency Affiliate Participation Form and participate in the Southwest Solar Transformation Initiative

2. DISCUSSION OF ISSUE:

The Southwest Solar Transformation Initiative (SSTI) represents a regional team of public and private partners committed to advancing solar power adoption by homeowners and businesses across participating municipalities within the Southwest region. SSTI is part of the U.S. Department of Energy's Rooftop Solar Challenge and has received funding to help "streamline and standardize permitting, zoning, metering and connection processes – and improve finance options for residential and commercial rooftop solar systems." During the first year (Phase 1), SSTI efforts will focus on constructing the framework for this regional, collaborative model, developing roadmaps for local jurisdictions, providing a centralized online technical resource center, and engaging with participating agency staff to tailor and implement solar-friendly policies and programs.

The City of Turlock has been asked to participate in this Initiative through its involvement in the HUD-funded Smart Valley Places Compact of Cities. Converting from conventional electricity generation to solar power is a very important part of the national energy independence strategy and will help to achieve State-mandated greenhouse gas emission reductions goals. The purpose of this study is to evaluate regulatory barriers to implementation of solar projects for both residential and commercial property owners.

The City of Turlock is not required to provide a cash contribution toward this effort; however, by agreeing to participate in this Initiative (see attachment), the City would be committing staff time to the project. Staff will be expected to participate in regional meetings and training session, as well to provide information regarding the City's ordinances and processes that could affect solar

permit processing. A copy of the first SSTI Monthly Newsletter is also attached for your information.

A representative of the SSTI will be present to provide an overview of the program and answer any questions that you may have.

3. BASIS FOR RECOMMENDATION:

A. Under AB 32 and SB 375, the City is required to comply with energy reduction and greenhouse gas emission reduction targets. Increasing the use of solar power will help to achieve these targets.

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

Goal(s):

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Participating in the SSTI will require staff time. Staff estimates that approximately 80-120 hours of staff time will be required, depending upon the amount of research required to respond to information requests and attend meetings/training sessions.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

7. ALTERNATIVES:

A. The Council may choose not to participate in the Initiative.

SOUTHWEST SOLAR TRANSFORMATION INITIATIVE (SSTI)

PHASE I MUNICIPAL AGENCY AFFILIATE PARTICIPTION FORM

SSTI Description: The Southwest Solar Transformation Initiative (SSTI) represents a regional team of public and private partners committed to advancing solar power adoption by homeowners and businesses across participating municipalities within the Southwest region. SSTI is part of the U.S. Department of Energy's Rooftop Solar Challenge and has received funding to help "streamline and standardize permitting, zoning, metering and connection processes – and improve finance options for residential and commercial rooftop solar systems." During the first year (Phase 1), SSTI efforts will focus on constructing the framework for this regional, collaborative model, aggregating and defining best practices in all focus areas for each jurisdiction, providing a centralized online technical resource center, and engaging with participating agency staff to tailor and implement solar-friendly policies and programs.

Program Managers:

Optony Inc. (www.optony.com)
Benjamin Foster
ben.foster@optony.com

Strategic Energy Innovations (www.seiinc.org)
Stephen Miller
stephen@seiinc.org

SSTI Partners:

30+ local governments
4 Regional Councils of Governments
4 State Energy Offices
8 Utility companies
University of Las Vegas, Nevada
Paul Everett Johnson & Associates
Additional support, resources and guidance provided by:
IREC, SolarTech, NARC, WRI, and regional solar industry associations

Period of Performance: January 2012 through February 2013 (Phase 1)

SSTI Municipal Partner Goals and Benefits: SSTI brings together a diverse group of key stakeholders to pursue approaches for accelerating local and regional solar adoption for common benefit – both economic and environmental. The SSTI is an opt-in model that provides participating agencies with a market-leading package of technical assistance services within a successful collaboration model.

Benefits for SSTI municipal agency affiliate partners include:

- Quantify and document the solar potential across residential and commercial rooftops in each agency and region in terms of economic activity, jobs and environmental benefits.
- Access to a market-leading platform for solar best practices and resources for staff at all levels.

- Guidance on applicable solar project financial and economic models for residential and commercial property owners.
- Opportunities to drive community and industry engagement on solar and related clean energy through education and adoption campaigns.

SSTI Process: Implementation partners will deploy a centralized effort that leverages all the applicable data, research, analysis, and resources to maximize the benefit for participating agencies. The team will also work hands-on with each participating agency to:

- Identify all major market transformation hurdles in the targeted program areas.
- Evaluate solar potential for participants and document the economic and environmental benefits.
- Leverage DOE materials and existing research to define and package the industry best practices
- Provide tailored guidance on how to reach regional goals and national benchmarks..
- Provide workforce development, educational and community engagement activities at a regional level.
- Prepare for Phase 2 where the effort will be further expanded around the region, pending funding.

Municipal Affiliate Partner Roles: Participating agencies will have the opportunity to directly engage in Phase 1 of the SSTI process by:

- Attending regional meetings and training sessions for participants and key stakeholders.
- Sharing potential solar project site information.
- Providing input and feedback to the project analysis, documents and recommendations.
- Supporting the effort and encouraging further participation by key stakeholders.
- Adopting identified best practices where appropriate for each agency.
- Publicizing project progress and milestones as desired.

Signatures

Our agency understands the goals of the SSTI and we support this effort for our jurisdiction and region and would like to be an affiliate partner in this project through February 2013.

[Signature]

[Printed Name]

[Title]

[Department], [City/County]

[Date]

SSTI Monthly Newsletter

Maximizing Regional Solar Potential Across the Southwest *March 2012*

Rooftop Solar Challenge - Official Program Launch

The U.S. Department of Energy's Rooftop Solar Challenge - a program designed to spur solar power deployment by streamlining permitting processes and improving market condition - officially launched on February 29, 2012. The Southwest Solar Transformation Initiative (SSTI), the largest of 22 national teams in geographic scope and number of participants, has started project activities with all participating jurisdictions across the Southwest.

"President Obama has made clear that we need an all-out, all-of-the-above American energy strategy fueled by homegrown and alternative energy sources designed and produced by American workers," said U.S. Energy Secretary Steven Chu. "Through the Rooftop Solar Challenge, the Energy Department is helping to unleash America's solar energy potential in the Southwest and communities across the country. These awards will reduce the costs homeowners and businesses pay to install solar energy systems, while at the same time saving time and money for local governments faced with tight budgets."

The SSTI will be working with jurisdictions to reduce barriers and lower costs for rooftop solar systems via improvements in permitting and interconnection processes, planning and zoning regulations, interconnection and net metering standards, and financing options.

For more information on the Rooftop Solar Challenge, visit: http://www.eere.energy.gov/solarchallenge/

What's Happening This Month

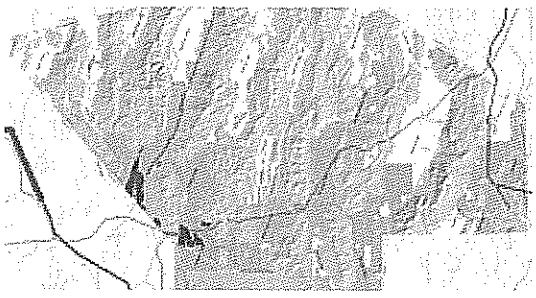
The SSTI team will be conducting launch events and site visits to define existing solar processes and determine specific needs for each jurisdiction.

Sign-ups for participating jurisdictions open until March 16th.

Contact: thomas.yurysta@optony.com

Participant News: Nye County, Nevada

Nye County has created a website to highlight the potential of renewables in their region. In addition to news on solar happenings and projects in the County, the website has information on workforce development, power transmission projects, and the local solar business environment. Find the website here: http://www.nye-renewables.com/solar.htm



SSTI and Solar Roadmap Online Platform Now Live

The SSTI program website is now live! The Solar Roadmap platform organizes global best practices and makes them easily accessible for all stakeholders in solar. This online resource center will be the home for SSTI municipal partners to learn about the SSTI program, discover what's happening regionally, access technical resources, and view their respective roadmaps to achieve solar success. Find the Solar Roadmap here: www.solarroadmap.com/ssti

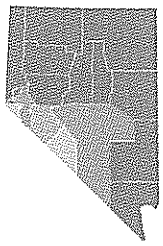
Meet the SSTI Team Members

California Central Valley

Municipal Partners: Arvin, Atwater, Clovis, Delano, Fresno, Hanford, Livingston, Madera, Mendota, Merced, Modesto, San Joaquin, Turlock, and Visalia

Regional Partners: California Energy Commission, San Joaquin Valley Regional Planning Council, California Partnership for the San Joaquin Valley, Smart Valley Places, San Joaquin Valley Clean Energy Organization, Paul Everett Johnson & Associates

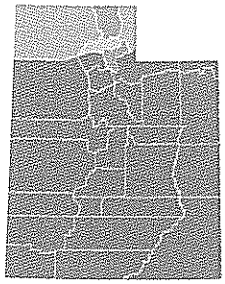
State Partners: Governor's Office of Planning & Research, California Energy Commission, CA Department of Housing and Community Development



Nevada Southwest

Municipal Partners: Esmeralda County, Gardnerville, Lyon County, Nye County, and Pahrump

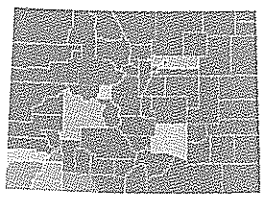
Regional Partners: Nevada Association of Counties, UNLV, Nevada State Energy Office



Northern Utah

Municipal agencies: Brigham City, Logan, North Logan, and Tremonton

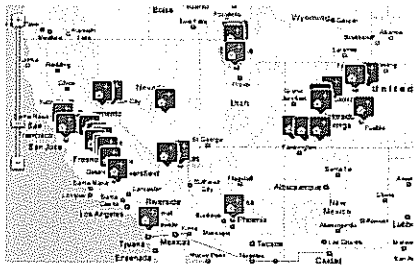
Regional partners: Bear River Association of Governments



Colorado Southwest + Denver Area

Municipal Partners: Adams County, Cortez, Crested Butte, Durango, City of Gunnison, Gunnison County, Lake County, Mt Crested Butte, Pagosa Springs, Pueblo County.

Regional Partners: Governor's Energy Office, 4CORE, ORE, and COSEIA



Regional map of Rooftop Solar Challenge teams & participants

With national support from: Vote Solar, National Association of Regional Councils, World Resources Institute, Interstate Renewable Energy Council, and Environmental Protection Agency

For more information on our regional project teams, visit: http://www.solarroadmap.com/regional/

Regional Project Highlight – San Joaquin Valley Regional Energy Planning

California's San Joaquin Valley faces a battery of complex and interrelated environmental and economic challenges. Home foreclosure rates among the highest in the country and unemployment rates in some communities over 40 percent, all at a time when virtually all jurisdictions are faced with significant budget cuts, service reductions and staff layoffs. Coming from this perspective, San Joaquin Valley communities manage to understand the value of committing to greater use of clean energy sources as a means of addressing their challenges. Solar and other forms of renewable power can provide a positive path forward to improve the quality of life for Valley residents: create jobs, reduce household energy costs to stave off foreclosure, and reduce emissions from electricity and natural gas usage. This broad embrace of clean energy, however, cannot come at the cost to pristine agricultural lands, as the Valley prides itself in feeding citizens around the world.

Substantial resources are currently being invested in all forms of energy in the Valley. In 2009-2010, for example, the Governor's California Partnership for the San Joaquin Valley indicated that over $100 million in federal funding for clean energy investments was brought into the region. What the Valley lacks, however, is a comprehensive understanding of the breadth and depth of these energy-related investments and how they can collectively contribute to the regional economy. To address this gap, a group of San Joaquin Valley partners are coming together to undertake a regional energy and economic development planning process to develop an 'energy economy roadmap' for the Valley and to solicit jurisdictional commitments to implement identified policies, investments and strategies. This regional energy planning effort draws on local, statewide and national talent to map the proposed investments and opportunities that will provide economic development decision makers with a long-term, sustainable and unified compass for growth.

Participant News: Colorado SW Corner

A new industry group has formed in the four corners area of Southwest Colorado. The Southwest Solar Installers Industry Association (SSIA) has formed with the goal of overcoming market barriers to solar adoption, quantifying the trickle-down benefits of local solar activity, and speaking with a unified voice to work toward common regional goals. The objectives of this group align well with the SSTI program and we look forward to engaging with the SSIA this year.

www.southwestsolar.org

About Optony

Optony is a global research and consulting firm focused on enabling governments, schools, investors, and commercial organizations to bridge the gap between solar energy goals and real-world results. Leveraging our independence, domain expertise and unique market position, our clients are empowered to make informed decisions that reduce risk, optimize operations, and deliver the greatest long-term return on their solar investments. www.optony.com

OPTONY Solar for Life™

Contact: Thomas Yurysta, Senior Project Manager, thomas.yurysta@optony.com

About SEI

Strategic Energy Innovations (SEI), a nonprofit organization established in 1997, helps empower schools and universities, small businesses, local governments, affordable housing agencies, and agricultural communities to reduce pollution and save money through energy and resource efficiency. www.seiinc.org

Strategic Energy Innovations

Contact: Stephen Miller, Deputy Director, stephen@seiinc.org

CITY OF TURLOCK INC. 1908

Council Synopsis

8B

March 27, 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: Awarding bid and approving an agreement in the amount of $13,194,725 (Fund 415) with Sierra Mountain Construction, Inc., San Francisco, California, for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline "

2. DISCUSSION OF ISSUE:

On February 23, 2012, fifteen (15) bids were received for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline." Sierra Mountain Construction, Inc. of San Francisco, California, was the lowest responsible bidder with a base bid in the amount of $12,876,225.

Bid Summary:

COMPANY NAME	BID AMOUNT
Sierra Mountain Construction, Inc.	$12,876,225
Steve P. Rados	$13,695,190
Mountain Cascade	$14,494,890
C. Overaa & Co.	$14,605,000
Ranger Pipelines	$14,795,936
Preston Pipelines	$15,461,330
Marques Pipeline Inc.	$15,807,795
Auburn Constructors	$15,881,770
Disney Construction	$16,633,800
L.H. Woods & Sons	$17,843,112
Contri Construction Co.	$18,602,612
Lewis C. Nelson and Sons	$19,157,979
F&H Construction	$20,140,000
Teichert Construction	$21,015,280
Emmett's Excavation Inc.	$21,941,816

The project documents also required bidders to provide a cost for three (3) optional additive bid alternates. The low bidder provided the following costs for the optional additive bid alternates:

Additive Alternate	Bid Amount
Antenna Tower	$75,000
"Act of God" Insurance	$50,000
2" total asphalt overlay (increase of 1" to bid item no. 15)	$193,500
TOTAL ALTERNATES	$318,500

City Staff is in agreement that all three of the above additive alternates should be added to the scope of the work, resulting in an increase of $318,500 to the base bid price of $12,876,225, for a total contract price of $13,194,725.

The purpose of the project is to eliminate the discharge of the City's treated wastewater to the Harding Drain, a constructed agricultural drain owned and maintained by the Turlock Irrigation District (T.I.D.). The point of discharge would change from the Harding Drain to a point of discharge directly to the San Joaquin River, upstream of the confluence between the Harding Drain and the San Joaquin River. Changing the discharge from the Harding Drain to the San Joaquin River will serve at least two beneficial purposes:

- Converts Harding Drain to an agricultural drain that has the primary function of managing drainage from irrigated lands, including control of flooding by ground water and storm water.
- Changing the point of discharge will reduce regulatory constraints issued by the Central Valley Regional Quality Control Board, while allowing TID and agricultural runoff or discharges to Harding Drain to separately monitor and manage water quality associated with agricultural activities, which are separate regulatory requirements.

The completed project will construct a junction structure to divert final effluent from the Turlock Regional Water Quality Control Facility to a new pump station on the corner of Prairie Flower Road and Harding Road. The flow would then be pumped in a dedicated pipeline westward along Harding Road approximately 5.5 miles to a standpipe on the west side of South Carpenter Road, and ultimately through the levee into the San Joaquin River. This project has been a goal of the City for many years.

3. BASIS FOR RECOMMENDATION:

A) Per the Public Contract Code, the City Council must authorize an Award of Bid to the lowest responsible bidder.

B) The City Council authorized the advertisement for construction proposals in the October 11th, 2011 council meeting.

C) Low interest (2.6%) Clean Water State Revolving Fund monies have been approved for use on this project.

D) The project is one step in meeting the City Council's goal of removing our wastewater discharge from the surface waters of the State.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
iii. Wastewater
This project removes the City's treated wastewater from Harding Drain and provides the City with its own discharge to the San Joaquin River.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	City Construction Engineering and Inspection	City Preliminary Engineering in FY 2011/12	Construction Contingency (5%)
$14,027,861	$13,194,725	$150,000	$23,400	$659,736

Funding totaling $18,000,000 is available in the current budget at line item number 415-51-538.51270, "Pipeline Construction". These funds are specifically for the construction contract and City's preliminary engineering, construction engineering, and construction inspection.

The contingency fund is line item number 415-51-538.51270, "Contingency". The available balance for fiscal year 2011/12 is $1,000,000. Staff is recommending a 5% contingency ($659,736) be approved for this project.

The City's contract with Carollo Engineers for design and construction management of the Harding Drain Bypass project is funded out of a separate line item number, 415-51-538.43327, "Construction Management". The available balance for fiscal year 2011/12 is $1,750,000.

Staff will bring forth a separate motion to enter into an agreement with a firm for materials testing services in the coming months. This work is to be paid out of a separate line item number, 415-51-538.43330, "Inspection Services". The available balance for fiscal year 2011/12 is $50,000.

As this project required an Environmental Impact Report (EIR) to be completed, staff will bring forth a separate motion to enter into an agreement with a firm

specializing in biological surveys in the coming months. This work is to be paid out of a separate line item number, 415-51-538.43329, "Environmental Services". The available balance for fiscal year 2011/12 is $25,000.

Up to $20,000,000 of eligible construction costs are reimbursable through the Clean Water State Revolving Funds (CWSRF) program.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

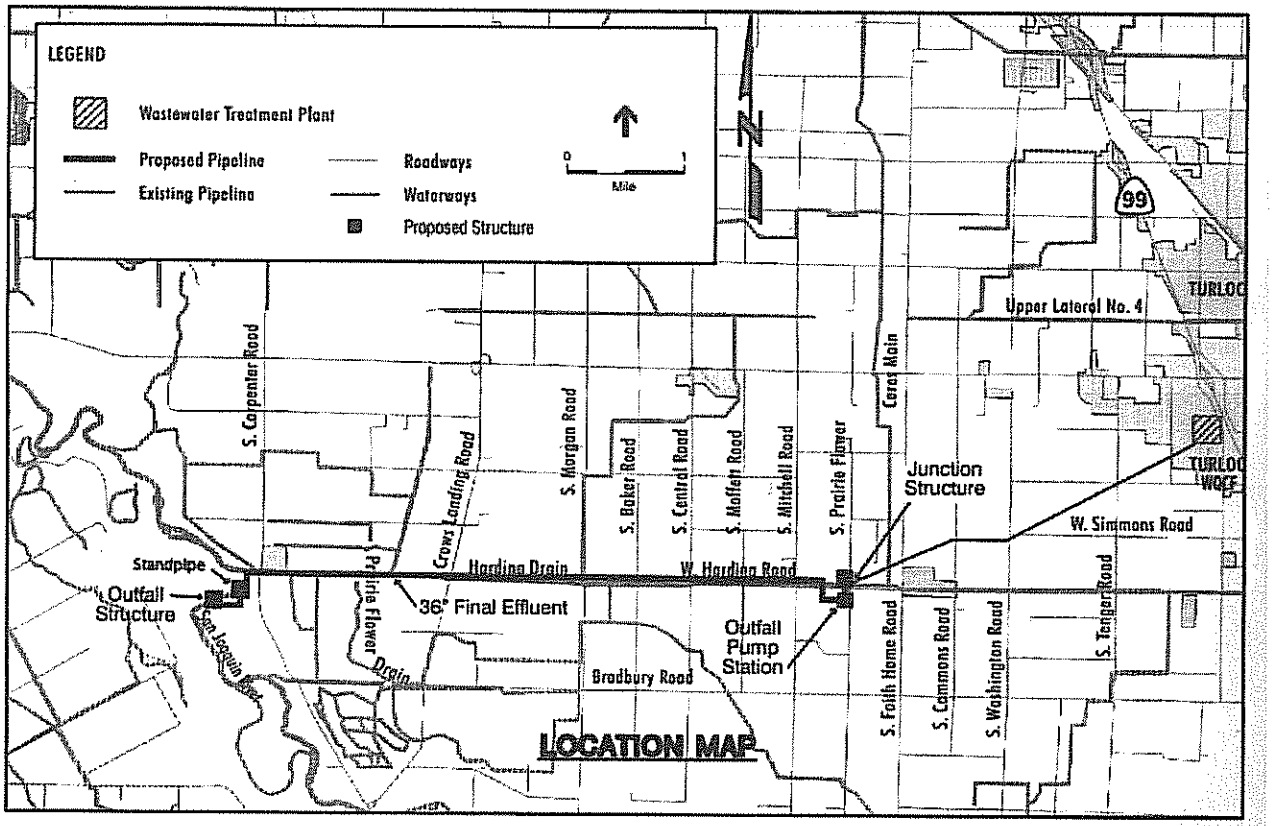
6. ENVIRONMENTAL DETERMINATION:

An Environmental Impact Report (EIR) was prepared and approved for this project. The City is required to hire a qualified wildlife biologist to perform a number of surveys, as per the environmental mitigation requirements identified in the EIR.

7. ALTERNATIVES:

1. Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed and funding is available through Clean Water State Revolving Funds for the construction of the project.

City Project No. 6859
Harding Drain Bypass Pump Station and Pipeline



CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Harding Drain Bypass Pump Station and Pipeline
PROJECT NUMBER: 6859
BID OPENING: February 23, 2012
2:00 p.m.
ANTICIPATED COUNCIL AWARD DATE: March 27, 2012

Item No.	Item Description	Unit of Measure	Estimated Quantity	ENGINEER'S ESTIMATE	1 Sierra Mountain Construction, Inc.		2 Steve P. Rados		3 Mountain Cascade		4 C. Overaa & Co.	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Junction Structure, including temporary bypass system and manholes	LS	1		$280,000.00	$280,000.00	$210,000.00	$210,000.00	$500,000.00	$500,000.00	$442,000.00	$442,000.00
2a	48-inch Gravity Pipeline, Open cut portions	LF	120		$1,850.00	$222,000.00	$1,100.00	$132,000.00	$700.00	$84,000.00	$1,200.00	$144,000.00
2b	48-inch Gravity Pipeline, Microtunneling portion	LF	163		$1,450.00	$236,350.00	$1,600.00	$260,800.00	$3,000.00	$489,000.00	$2,500.00	$407,500.00
3	Outfall Pump Station	LS	1		$2,800,000.00	$2,800,000.00	$3,000,000.00	$3,000,000.00	$3,000,000.00	$3,000,000.00	$3,645,000.00	$3,645,000.00
4a	Outfall Pipeline System Option 1: 36-Inch Steel Outfall Pipeline, including all appertenances. Enter $0 if a steel piping system is not proposed in this bid.	LF	29,368		$180.00	$5,286,240.00	$205.00	$6,020,440.00	$230.00	$6,754,640.00	$202.00	$5,932,336.00
4b	Option 2: 36-Inch Ductile Iron Pipeline, including all appertenances. Enter $0 if a ductile iron piping system is not proposed in his bid.	LF	29,368		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	Stand Pipe Structure	LS	1		$550,000.00	$550,000.00	$500,000.00	$500,000.00	$550,000.00	$550,000.00	$382,000.00	$382,000.00
6a	48-inch Gravity Outfall Pipeline Welded Steel Pipe, Including Levee Restoration	LF	280		$675.00	$189,000.00	$800.00	$224,000.00	$700.00	$196,000.00	$750.00	$210,000.00
6b	48-inch Gravity Outfall Pipeline Reinforced Concrete Pipe Section, Including Levee Restoration	LF	163		$1,145.00	$186,635.00	$750.00	$122,250.00	$1,250.00	$203,750.00	$675.00	$110,025.00
7	Outfall Structure	LS	1		$270,000.00	$270,000.00	$125,000.00	$125,000.00	$275,000.00	$275,000.00	$225,000.00	$225,000.00
8	Rip Rap Channel and River Embankment Restoration	LS	1		$85,000.00	$85,000.00	$225,000.00	$225,000.00	$225,000.00	$225,000.00	$150,000.00	$150,000.00
9	Trench Shield and Sheeting/Shoring, in trenches and open excavations	LS	1		$460,000.00	$460,000.00	$120,000.00	$120,000.00	$20,000.00	$20,000.00	$144,000.00	$144,000.00
10	Dewatering for Trenchs and Open Excavations	LS	1		$195,000.00	$195,000.00	$400,000.00	$400,000.00	$250,000.00	$250,000.00	$150,000.00	$150,000.00
11	Mobilization/Demobilization (not to be less than 2% and not greater than 4% of contract price)	LS	1		$500,000.00	$500,000.00	$550,000.00	$550,000.00	$388,000.00	$388,000.00	$155,000.00	$155,000.00
12	Traffic Management and Dust Control	LS	1		$75,000.00	$75,000.00	$140,000.00	$140,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
13	Permenant Asphalt Pavement- Harding Road	Sq. Ft.	150,000		$1.05	$157,500.00	$1.50	$225,000.00	$1.25	$187,500.00	$2.00	$300,000.00
14	Permenant Asphalt Pavement - County Road Crossings	Sq. Ft.	4,000		$6.25	$25,000.00	$6.00	$24,000.00	$3.00	$12,000.00	$8.94	$35,760.00
15	Asphalt Overlay on Harding Road	Sq. Ft.	90,000		$0.65	$58,500.00	$1.25	$112,500.00	$0.70	$63,000.00	$1.00	$90,000.00
16a	Air Release Valve Assemblies (TYP P800 & P801	EA	24		$5,500.00	$132,000.00	$12,000.00	$288,000.00	$8,500.00	$204,000.00	$11,500.00	$276,000.00
16b	Slow Closing Air & Vacuum Assemblies (TYP P802)	EA	2		$36,000.00	$72,000.00	$45,000.00	$90,000.00	$40,000.00	$80,000.00	$42,000.00	$84,000.00
17	Blowoff Valve Assembly (TYP P804)	EA	22		$6,000.00	$132,000.00	$11,000.00	$242,000.00	$8,500.00	$187,000.00	$6,000.00	$132,000.00
18	Inspection Outlets (TYP P806)	EA	17		$15,000.00	$255,000.00	$10,000.00	$170,000.00	$14,000.00	$238,000.00	$22,500.00	$382,500.00
19	Pipe Trench Cut-off Walls (TYP P005)	EA	46		$1,500.00	$69,000.00	$200.00	$9,200.00	$500.00	$23,000.00	$350.00	$16,100.00
20	For cathodic protection monitoring stations for outfall pipeline (for both ductile or steel), installed in place	LS	1		$250,000.00	$250,000.00	$320,000.00	$320,000.00	$275,000.00	$275,000.00	$230,000.00	$230,000.00
21a	Electric Utility Coordination Allowance	LS	1		$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
21b	Stanislaus County Encroachment Inspection Deposit	LS	1		$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
21c	Unknown Utilities Allowance	LS	1		$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
21d	Disputes Review Board Allowance per specification section 00822	LS	1		$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
21e	Web-based Construction Document Software (Construction Management Software)	LS	1		$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
22	Surveying and Field Engineering per specification section 01722	LS	1		$45,000.00	$45,000.00	$50,000.00	$50,000.00	$25,000.00	$25,000.00	$25,000.00	$25,000.00
23	Miscellaneous Work not included in Items 1 to 22	LS	1		$200,000.00	$200,000.00	$10,000.00	$10,000.00	$100,000.00	$100,000.00	$771,779.00	$771,779.00
Base Bid Total =				$20,600,000.00		$12,875,225.00		$13,695,190.00		$14,494,890.00		$14,605,080.00
	Additive Alternate A - Antenna Tower	LS	1		$75,000.00	$75,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$15,000.00	$15,000.00
	Additive Alternate B - Act of God Insurance	LS	1		$50,000.00	$50,000.00	$100,000.00	$100,000.00	$40,000.00	$40,000.00	$50,000.00	$50,000.00
	Additive Alternate C - 2" total overlay (increase of 1" to bid item no. 15)	Sq. Ft.	90,000		$2.15	$193,500.00	$1.15	$103,500.00	$1.00	$90,000.00	$1.50	$135,000.00

				ENGINEER'S ESTIMATE	5 Ranger Pipelines		6 Preston Pipelines		7 Marques Pipeline Inc.		8 Auburn Constructors	
Item No.	Item Description	Unit of Measure	Estimated Quantity		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Junction Structure, including temporary bypass system and manholes	LS	1		$466,000.00	$466,000.00	$405,000.00	$405,000.00	$525,000.00	$525,000.00	$400,000.00	$400,000.00
2a	48-inch Gravity Pipeline, Open cut portions	LF	120		$1,400.00	$168,000.00	$1,250.00	$150,000.00	$1,450.00	$174,000.00	$1,500.00	$180,000.00
2b	48-inch Gravity Pipeline, Microtunneling portion	LF	163		$2,000.00	$326,000.00	$3,050.00	$497,150.00	$3,500.00	$570,500.00	$1,700.00	$277,100.00
3	Outfall Pump Station	LS	1		$3,469,000.00	$3,469,000.00	$3,043,400.00	$3,043,400.00	$3,500,000.00	$3,500,000.00	$4,050,000.00	$4,050,000.00
4a	Outfall Pipeline System Option 1: 36-inch Steel Outfall Pipeline, including all appertenances. Enter $0 if a steel piping system is not proposed in this bid	LF	29,368		$252.00	$7,400,736.00	$185.00	$5,433,080.00	$240.00	$7,048,320.00	$215.00	$6,314,120.00
4b	Option 2: 36-inch Ductile Iron Pipeline, including all appertenances. Enter $0 if a ductile iron piping system is not proposed in his bid	LF	29,368		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	Stand Pipe Structure	LS	1		$400,000.00	$400,000.00	$545,000.00	$545,000.00	$395,000.00	$395,000.00	$590,000.00	$590,000.00
6a	48-inch Gravity Outfall Pipeline Welded Steel Pipe, Including Levee Restoration	LF	280		$600.00	$168,000.00	$1,100.00	$308,000.00	$975.00	$273,000.00	$900.00	$252,000.00
6b	48-inch Gravity Outfall Pipeline Reinforced Concrete Pipe Section, Including Levee Restoration	LF	163		$400.00	$65,200.00	$1,200.00	$195,600.00	$675.00	$110,025.00	$750.00	$122,250.00
7	Outfall Structure	LS	1		$300,000.00	$300,000.00	$397,000.00	$397,000.00	$140,000.00	$140,000.00	$300,000.00	$300,000.00
8	Rip Rap Channel and River Embankment Restoration	LS	1		$80,000.00	$80,000.00	$99,000.00	$99,000.00	$295,000.00	$295,000.00	$80,000.00	$80,000.00
9	Trench Shield and Sheeting/Shoring, in trenches and open excavations	LS	1		$150,000.00	$150,000.00	$1,145,000.00	$1,145,000.00	$500,000.00	$500,000.00	$700,000.00	$700,000.00
10	Dewatering for Trenchs and Open Excavations	LS	1		$75,000.00	$75,000.00	$401,000.00	$410,000.00	$375,000.00	$375,000.00	$225,000.00	$225,000.00
11	Mobilization/Demobilization (not to be less than 2% and not greater than 4% of contract price)	LS	1		$447,000.00	$447,000.00	$550,000.00	$550,000.00	$475,000.00	$475,000.00	$600,000.00	$600,000.00
12	Traffic Management and Dust Control	LS	1		$65,000.00	$65,000.00	$265,000.00	$265,000.00	$75,000.00	$75,000.00	$45,000.00	$45,000.00
13	Permenant Asphalt Pavement- Harding Road	Sq. Ft.	150,000		$1.15	$172,500.00	$3.00	$450,000.00	$1.25	$187,500.00	$0.93	$139,500.00
14	Permenant Asphalt Pavement - County Road Crossings	Sq. Ft.	4,000		$2.00	$8,000.00	$9.00	$36,000.00	$2.25	$9,000.00	$4.00	$16,000.00
15	Asphalt Overlay on Harding Road	Sq. Ft.	90,000		$0.75	$67,500.00	$1.00	$90,000.00	$0.85	$76,500.00	$0.93	$83,700.00
16a	Air Release Valve Assemblies (TYP P800 & P801	EA	24		$4,500.00	$108,000.00	$6,000.00	$144,000.00	$6,750.00	$162,000.00	$17,000.00	$408,000.00
16b	Slow Closing Air & Vacuum Assemblies (TYP P802)	EA	2		$25,000.00	$50,000.00	$42,000.00	$84,000.00	$37,500.00	$75,000.00	$75,000.00	$150,000.00
17	Blowoff Valve Assembly (TYP P804)	EA	22		$8,500.00	$187,000.00	$6,200.00	$136,400.00	$4,950.00	$108,900.00	$6,000.00	$132,000.00
18	Inspection Outlets (TYP P806)	EA	17		$15,000.00	$255,000.00	$13,600.00	$231,200.00	$9,650.00	$164,050.00	$23,000.00	$391,000.00
19	Pipe Trench Cut-off Walls (TYP P005)	EA	46		$500.00	$23,000.00	$1,750.00	$80,500.00	$1,500.00	$69,000.00	$350.00	$16,100.00
20	For cathodic protection monitoring stations for outfall pipeline (for both ductile or steel), installed in place	LS	1		$120,000.00	$120,000.00	$165,000.00	$165,000.00	$200,000.00	$200,000.00	$250,000.00	$250,000.00
21a	Electric Utility Coordination Allowance	LS	1		$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
21b	Stanislaus County Encroachment Inspection Deposit	LS	1		$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
21c	Unknown Utilities Allowance	LS	1		$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
21d	Disputes Review Board Allowance per specification section 00822	LS	1		$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
21e	Web-based Construction Document Software (Construction Management Software)	LS	1		$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
22	Surveying and Field Engineering per specification section 01722	LS	1		$35,000.00	$35,000.00	$67,000.00	$67,000.00	$50,000.00	$50,000.00	$30,000.00	$30,000.00
23	Miscellaneous Work not included in Items 1 to 22	LS	1		$65,000.00	$65,000.00	$409,000.00	$409,000.00	$125,000.00	$125,000.00	$5,000.00	$5,000.00
Base Bid Total =				$20,890,000.00		$14,795,936.00		$15,481,330.00		$15,807,795.00		$15,881,770.00
	Additive Alternate A - Antenna Tower	LS	1		$30,000.00	$30,000.00	$32,000.00	$32,000.00	$25,000.00	$25,000.00	$40,000.00	$40,000.00
	Additive Alternate B - Act of God Insurance	LS	1		$8,000.00	$8,000.00	$205,500.00	$205,500.00	$20,000.00	$20,000.00	$25,000.00	$25,000.00
	Additive Alternate C - 2" total overlay (increase of 1" to bid item no. 15)	Sq. Ft.	90,000		$1.50	$135,000.00	$4.00	$360,000.00	$1.00	$90,000.00	$2.20	$198,000.00

				ENGINEER'S ESTIMATE	9 Disney Construction		10 L.H. Woods & Sons		11 Contri Construction Company		12 Lewis C. Nelson and Sons	
Item No	Item Description	Unit of Measure	Estimated Quantity		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Junction Structure, including temporary bypass system and manholes	LS	1		$250,000.00	$250,000.00	$400,000.00	$400,000.00	$448,683.00	$448,683.00	$43,196.20	$43,196.20
2a	48-inch Gravity Pipeline, Open cut portions	LF	120		$900.00	$108,000.00	$1,700.00	$204,000.00	$875.00	$105,000.00	$3,795.33	$455,439.60
2b	48-inch Gravity Pipeline, Microtunneling portion	LF	163		$2,200.00	$358,600.00	$3,000.00	$489,000.00	$2,904.00	$473,352.00	$3,535.08	$576,218.04
3	Outfall Pump Station	LS	1		$3,700,000.00	$3,700,000.00	$2,580,000.00	$2,580,000.00	$2,979,209.00	$2,979,209.00	$3,823,077.12	$3,823,077.12
4a	Outfall Pipeline System Option 1: 36-inch Steel Outfall Pipeline, including all appertenances. Enter $0 if a steel piping system is not proposed in this bid.	LF	29,368		$300.00	$8,810,400.00	$284.00	$8,340,512.00	$278.00	$8,164,304.00	$0.00	$0.00
4b	Option 2: 36-inch Ductile Iron Pipeline, including all appertenances. Enter $0 if a ductile iron piping system is not proposed in this bid.	LF	29,368		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$289.53	$8,502,917.04
5	Stand Pipe Structure	LS	1		$500,000.00	$500,000.00	$430,000.00	$430,000.00	$451,682.00	$451,682.00	$1,083,444.19	$1,083,444.19
6a	48-inch Gravity Outfall Pipeline Welded Steel Pipe, Including Levee Restoration	LF	280		$650.00	$182,000.00	$800.00	$224,000.00	$787.00	$220,360.00	$650.63	$182,176.40
6b	48-inch Gravity Outfall Pipeline Reinforced Concrete Pipe Section, Including Levee Restoration	LF	163		$600.00	$97,800.00	$800.00	$130,400.00	$872.00	$142,136.00	$4,744.17	$773,299.71
7	Outfall Structure	LS	1		$320,000.00	$320,000.00	$280,000.00	$280,000.00	$256,736.00	$256,736.00	$283,366.93	$283,366.93
8	Rip Rap Channel and River Embankment Restoration	LS	1		$30,000.00	$30,000.00	$160,000.00	$160,000.00	$95,005.00	$95,005.00	$103,020.44	$103,020.44
9	Trench Shield and Sheeting/Shoring, in trenches and open excavations	LS	1		$300,000.00	$300,000.00	$860,000.00	$860,000.00	$889,756.00	$889,756.00	$990,691.74	$990,691.74
10	Dewatering for Trenchs and Open Excavations	LS	1		$55,000.00	$55,000.00	$730,000.00	$730,000.00	$975,212.00	$975,212.00	$490,141.93	$490,141.93
11	Mobilization/Demobilization (not to be less than 2% and not greater than 4% of contract price)	LS	1		$500,000.00	$500,000.00	$550,000.00	$550,000.00	$575,000.00	$575,000.00	$16,266.96	$16,266.96
12	Traffic Management and Dust Control	LS	1		$10,000.00	$10,000.00	$250,000.00	$250,000.00	$148,102.00	$148,102.00	$54,222.26	$54,222.26
13	Permenant Asphalt Pavement- Harding Road	Sq. Ft.	150,000		$2.00	$300,000.00	$2.00	$300,000.00	$3.00	$450,000.00	$1.85	$277,500.00
14	Permenant Asphalt Pavement - County Road Crossings	Sq. Ft.	4,000		$10.00	$40,000.00	$23.00	$92,000.00	$15.00	$60,000.00	$10.85	$43,400.00
15	Asphalt Overlay on Harding Road	Sq. Ft.	90,000		$2.00	$180,000.00	$1.00	$90,000.00	$1.00	$90,000.00	$1.20	$108,000.00
16a	Air Release Valve Assemblies (TYP P800 & P801	EA	24		$10,000.00	$240,000.00	$8,000.00	$192,000.00	$12,573.00	$301,752.00	$14,639.13	$351,339.12
16b	Slow Closing Air & Vacuum Assemblies (TYP P802)	EA	2		$25,000.00	$50,000.00	$50,000.00	$100,000.00	$51,963.00	$103,926.00	$27,109.50	$54,219.00
17	Blowoff Valve Assembly (TYP P804)	EA	22		$7,000.00	$154,000.00	$13,000.00	$286,000.00	$11,470.00	$252,340.00	$9,217.23	$202,779.06
18	Inspection Outlets (TYP P806)	EA	17		$8,000.00	$136,000.00	$25,000.00	$425,000.00	$5,951.00	$101,167.00	$17,892.27	$304,168.59
19	Pipe Trench Cut-off Walls (TYP P005)	EA	46		$2,000.00	$92,000.00	$1,200.00	$55,200.00	$1,576.00	$72,496.00	$1,626.57	$74,822.22
20	For cathodic protection monitoring stations for outfall pipeline (for both ductile or steel), installed in place	LS	1		$50,000.00	$50,000.00	$150,000.00	$150,000.00	$618,627.00	$618,627.00	$169,766.50	$169,766.50
21a	Electric Utility Coordination Allowance	LS	1		$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
21b	Stanislaus County Encroachment Inspection Deposit	LS	1		$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
21c	Unknown Utilities Allowance	LS	1		$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
21d	Disputes Review Board Allowance per specification section 00822	LS	1		$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
21e	Web-based Construction Document Software (Construction Management Software)	LS	1		$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
22	Surveying and Field Engineering per specification section 01722	LS	1		$30,000.00	$30,000.00	$50,000.00	$50,000.00	$58,083.00	$58,083.00	$27,705.91	$27,705.91
23	Miscellaneous Work not included in Items 1 to 22	LS	1		$15,000.00	$15,000.00	$350,000.00	$350,000.00	$444,704.00	$444,704.00	$21,798.21	$21,798.21
Base Bid Total =				$20,800,000.00		$16,633,800.00		$17,843,112.00		$18,602,612.00		$19,157,979.17
	Additive Alternate A - Antenna Tower	LS	1		$23,500.00	$23,500.00	$16,500.00	$16,500.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
	Additive Alternate B - Act of God Insurance	LS	1		$50,000.00	$50,000.00	$51,000.00	$51,000.00	$81,867.00	$81,867.00	$57,000.00	$57,000.00
	Additive Alternate C - 2" total overlay (increase of 1" to bid item no. 15)	Sq. Ft.	90,000		$424.00	$38,160,000.00	$1.00	$90,000.00	$3.00	$270,000.00	$2.20	$198,000.00

				ENGINEER'S ESTIMATE	13		14		15	
					F&H Construction		Teichert Construction		Emmett's Excavation Inc.	
Item No	Item Description	Unit of Measure	Estimated Quantity		Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Junction Structure, including temporary bypass system and manholes	LS	1		$440,000.00	$440,000.00	$400,000.00	$400,000.00	$300,000.00	$300,000.00
2a	48-inch Gravity Pipeline, Open cut portions	LF	120		$1,600.00	$192,000.00	$1,600.00	$192,000.00	$2,000.00	$240,000.00
2b	48-inch Gravity Pipeline, Microtunneling portion	LF	163		$2,500.00	$407,500.00	$2,100.00	$342,300.00	$3,000.00	$489,000.00
3	Outfall Pump Station	LS	1		$3,473,030.00	$3,473,030.00	$4,100,000.00	$4,100,000.00	$3,700,000.00	$3,700,000.00
4a	Outfall Pipeline System Option 1: 36-inch Steel Outfall Pipeline, including all appertenances. Enter $0 if a steel piping system is not proposed in this bid	LF	29,368		$340.00	$9,985,120.00	$350.00	$10,278,800.00	$0.00	$0.00
4b	Option 2: 36-inch Ductile Iron Pipeline, including all appertenances. Enter $0 if a ductile iron piping system is not proposed in this bid	LF	29,368		$0.00	$0.00	$0.00	$0.00	$362.00	$10,631,216.00
5	Bland Pipe Structure	LS	1		$530,000.00	$530,000.00	$400,000.00	$400,000.00	$465,000.00	$465,000.00
6a	48-inch Gravity Outfall Pipeline Welded Steel Pipe, Including Levee Restoration	LF	280		$800.00	$224,000.00	$775.00	$217,000.00	$2,400.00	$672,000.00
6b	48-inch Gravity Outfall Pipeline Reinforced Concrete Pipe Section, Including Levee Restoration	LF	163		$850.00	$138,550.00	$820.00	$133,660.00	$1,000.00	$163,000.00
7	Outfall Structure	LS	1		$225,000.00	$225,000.00	$370,000.00	$370,000.00	$350,000.00	$350,000.00
8	Rip Rap Channel and River Embankment Restoration	LS	1		$85,000.00	$85,000.00	$100,000.00	$100,000.00	$120,000.00	$120,000.00
9	Trench Shield and Sheeting/Shoring, in trenches and open excavations	LS	1		$1,000,000.00	$1,000,000.00	$1,150,000.00	$1,150,000.00	$1,000,000.00	$1,000,000.00
10	Dewatering for Trenchs and Open Excavations	LS	1		$600,000.00	$600,000.00	$710,000.00	$710,000.00	$500,000.00	$500,000.00
11	Mobilization/Demobilization (not to be less than 2% and not greater than 4% of contract price)	LS	1		$600,000.00	$600,000.00	$250,000.00	$250,000.00	$800,000.00	$800,000.00
12	Traffic Management and Dust Control	LS	1		$40,000.00	$40,000.00	$25,000.00	$25,000.00	$40,000.00	$40,000.00
13	Permenant Asphalt Pavement- Harding Road	Sq. Ft.	150,000		$1.80	$270,000.00	$1.80	$270,000.00	$2.00	$300,000.00
14	Permenant Asphalt Pavement - County Road Crossings	Sq. Ft.	4,000		$7.50	$30,000.00	$7.50	$30,000.00	$11.00	$44,000.00
15	Asphalt Overlay on Harding Road	Sq. Ft	90,000		$0.70	$63,000.00	$0.60	$54,000.00	$0.84	$75,600.00
16a	Air Release Valve Assemblies (TYP P800 & P801	EA	24		$3,500.00	$84,000.00	$3,200.00	$76,800.00	$15,000.00	$360,000.00
16b	Slow Closing Air & Vacuum Assemblies (TYP P802)	EA	2		$45,000.00	$90,000.00	$30,000.00	$60,000.00	$62,000.00	$124,000.00
17	Blowoff Valve Assembly (TYP P804)	EA	22		$4,500.00	$99,000.00	$4,500.00	$99,000.00	$15,000.00	$330,000.00
18	Inspection Outlets (TYP P806)	EA	17		$14,000.00	$238,000.00	$31,000.00	$527,000.00	$26,000.00	$442,000.00
19	Pipe Trench Cut-off Walls (TYP P005)	EA	16		$300.00	$13,800.00	$320.00	$14,720.00	$1,000.00	$46,000.00
20	For cathodic protection monitoring stations for outfall pipeline (for both ductile or steel), installed in place	LS	1		$310,000.00	$310,000.00	$300,000.00	$300,000.00	$375,000.00	$375,000.00
21a	Electric Utility Coordination Allowance	LS	1		$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
21b	Stanislaus County Encroachment Inspection Deposit	LS	1		$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
21c	Unknown Utilities Allowance	LS	1		$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
21d	Disputes Review Board Allowance per specification section 00822	LS	1		$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
21e	Web-based Construction Document Software (Construction Management Software)	LS	1		$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
22	Surveying and Field Engineering per specification section 01722	LS	1		$77,000.00	$77,000.00	$40,000.00	$40,000.00	$100,000.00	$100,000.00
23	Miscellaneous Work not included in items 1 to 22	LS	1		$800,000.00	$800,000.00	$750,000.00	$750,000.00	$150,000.00	$150,000.00
Base Bid Total =				$20,800,000.00		$20,140,000.00		$21,015,280.00		$21,941,816.00
	Additive Alternate A - Antenna Tower	LS	1		$25,000.00	$25,000.00	$45,000.00	$45,000.00	$27,000.00	$27,000.00
	Additive Alternate B - Act of God Insurance	LS	1		$30,000.00	$30,000.00	$40,000.00	$40,000.00	$320,000.00	$320,000.00
	Additive Alternate C - 2" total overlay (increase of 1" to bid item no. 15)	Sq. Ft.	90,000		$2.20	$198,000.00	$1.85	$166,500.00	$1.20	$108,000.00

DOCUMENT 00520

AGREEMENT

CITY PROJECT NO. 6859
HARDING DRAIN BYPASS PUMP STATION AND PIPELINE

THIS AGREEMENT is by and between the City of Turlock (hereinafter called OWNER) and

Sierra Mountain Construction, Inc.
55 New Montgomery Street, Suite 304
San Francisco, CA 94105

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE PROJECT

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

1) Junction Structure
2) 48" Pump Station Influent Gravity Pipeline
3) Pump Station
4) 36" (Nominal Diameter) Outfall Pipeline
5) Standpipe Structure
6) 48" Gravity Pipeline to Outfall Structure
7) Outfall Structure

ARTICLE 2 - WORK

2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for completion of the Project.

ARTICLE 3 - ENGINEER

3.01 The ENGINEER, Carollo Engineers, P.C., is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents, unless otherwise modified in the Supplementary Conditions.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence:

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Milestone 1:

A. **Milestone 1:** Completion of Item Number 2.b (defined in 00410 and 01270 as 48-inch Gravity Pipeline Microtunneling portion).

1. The work for Milestone 1 shall be completed by March 1, 2013.

Under no circumstance will the CONTRACTOR be allowed to install the 48-inch microtunnel crossing of TID Lateral No. 5 during the Irrigation Season from March 15 to October 15 (i.e. spring, summer, early fall).

4.03 Days to Achieve Substantial Completion and Final Payment:

A. Substantial Completion: Substantially completed within 500 calendar days after the date when the Contract Times commence (as defined by paragraph 2.03 of the General Conditions). Substantial Completion is defined in paragraph 14.04 of the General Conditions.

B. Final Completion: The CONTRACTOR shall complete the Project and be ready for final payment in accordance with paragraph 14.07 of the General Conditions within 530 calendar days after the date when the Contract Times commence.

4.04 Dates for Milestone 1, Substantial Completion and Final Payment:

A. The Work for Milestone 1 shall be completed on or before March 1, 2013.

B. The Work for Substantially Completion shall be on or before _____,_____, 2013, in accordance with paragraph 14.04 of the General Conditions (Date to be filled in after Notice to Proceed is signed).

C. The work for Final Completion shall be on or before _____, _____ 2013 in accordance with paragraph 14.07 of the General Conditions (Date to be filled in after Notice to Proceed is signed).

4.05 Liquidated Damages:

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the dates specified in paragraph 4.04, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize that it will be impracticable to determine actual damages which OWNER will sustain in the event of or by reason of the delay. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the following damages for each day that expires after the specified dates in paragraph 4.04:

1. Milestone 1: $500/working day.
2. Substantial Completion: $5,000 per working day.
3. Final Completion: $3,500 per working day.

B. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by OWNER, and CONTRACTOR agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, CONTRACTOR agrees that OWNER may deduct the amount thereof from any money due or that may become due to CONTRACTOR by progress payments or otherwise under the Agreement, or if said amount is not sufficient, recover the total amount.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

TOTAL OF ALL UNIT PRICES	**Thirteen Million One Hundred Ninety Four Thousand Seven Hundred Twenty Five and NO/100ths**	**$13,194,725.00**
	(use words)	(figure)

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

B. For all Work, at the prices stated by CONTRACTOR, the Bid Form is attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage:

A. Pursuant to Section 20104.50 of California Public Contract Code, OWNER shall make progress payments within 30 days after receipt of CONTRACTOR's undisputed and properly submitted Application for Payment less amounts which are authorized to be reserved or retained by state law and in accordance with paragraphs 6.02.A.1 and 6.02.A.2 below and paragraph 14.02.D of the General Conditions. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made; and

90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER may pay an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

3. Upon final completion, OWNER may pay an amount sufficient to increase total payments to CONTRACTOR to 100 percent of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less up to 125 percent of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of completion or alternatively, in dispute.

B. Pursuant to Section 10263 of California Public Contract Code, CONTRACTOR has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings required to be withheld by OWNER. For Escrow Agreement see Document 00602.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER in accordance with paragraph 14.07 of the General Conditions.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the legal rate unless otherwise specified according to California law.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. This Agreement, Document 00520;

2. Performance Bond, Document 00612;

3. Labor and Materials Bond, Document 00614;

4. Guaranty Bond, Document 00618;

5. General Conditions, Document 00700;

6. Supplementary Conditions, Document 00800;

7. Specifications;

8. Drawings;

9. Addenda (numbers One (1) to Eight (8), inclusive);

10. Exhibits to this Agreement (enumerated as follows):

CONTRACTOR's Bid Form, Document 00410;

Escrow Agreement for Security Deposits in Lieu of Retention, Document 00602;

Construction Contractor's Qualification Statement, Document 00451;

Escrow Bid Documents, Document 00823;

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

Notice to Proceed, Document 00550;

Written Amendments;

Work Change Directives;

Field Order(s).

B. There are no Contract Documents other than those listed above in this Article 9.

C. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms:

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract:

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and,

specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns:

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 In accordance with Section 1775, California Labor Code, CONTRACTOR shall forfeit to OWNER, as a penalty, not more than $50 for each day, or portion thereof, for each worker paid, either by CONTRACTOR or any subcontractor, less than the prevailing rates as determined by the Director of California Department of Industrial Relations for the Work.

10.06 In the performance of the Work, a day's work shall be eight (8) hours of labor in any workday and forty (40) hours in any work week and any other work as required by Section 510, California Labor Code, and CONTRACTOR shall further conform to the requirements of Section 1813, California Labor Code, or forfeit to OWNER, as a penalty, the sum of $25 for each worker employed in the execution of the Work by CONTRACTOR or any subcontractor, for each day during which any worker is required or permitted to labor more than eight (8) hours in any workday or more than forty (40) hours in any one calendar week in violation of Section 510.

10.07 CONTRACTOR shall carry workers' compensation insurance and require subcontractors to carry workers' compensation insurance as required by Section 3700, California Labor Code.

10.08 Excavation of any trench or trenches 5 feet or more in depth, involving estimated expenditures in excess of $25,000 shall require, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection prepared by a registered civil or structural engineer.

ARTICLE 11 - TAXES

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

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

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

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

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in Duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on March 27, 2012 (which is the Effective Date of the Agreement).

(Attach Contractor's Seal Here)

CONTRACTOR

_____

_____
Print Name

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

Address for giving notices:

_____

_____

_____

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

Address for giving notices:

City of Turlock

156 S. Broadway, Suite 150

Turlock, CA 95380

END OF DOCUMENT

8C

Council Synopsis

March 27, 2012

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

Prepared By: Allison Van Guilder, Parks, Recreation and Public Facilities Manager

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Informational item only.

2. DISCUSSION OF ISSUE:

At the February 14, 2012 Council meeting, staff was asked to provide Council with an update on the status of the Turlock Arts Commission. The Commission currently has 19 vacancies on their 25 member board. Over the last 14 months the Turlock City Arts Commission has only held 6 meetings due to the lack of a quorum. City staff met with the Commission to discuss the state of the Commission and its future. During that meeting it was recognized the Commission needed to resolve the lack of consistent meetings and participation. The Commission is evaluating several options and exploring a possible partnership with the Carnegie Foundation in order to continue promoting arts in the community and to provide public art in the City Hall Gallery. Stakeholders are meeting to discuss several options which will be brought before council on April 24th. In the meantime, the Turlock Arts Commission and the Carnegie Foundation are partnering on the annual Spring Juried Art Show which will be held at the Carnegie Arts Center April 11th - June 10th.

3. BASIS FOR RECOMMENDATION:

None

STRATEGIC PLAN:

Strategic Plan Initiative:

Goal(s): C. Cultural Arts and Tourism

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

Budget Amendment: N/A

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

8D

Council Synopsis

March 27, 2012

From: Roy W. Wasden
City Manager

Prepared by: Maryn Pitt
Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to take action in support of AB 1585 (Perez) and expressing the support of the City of Turlock to the League of California Cities and members of the legislature

2. DISCUSSION OF ISSUE:

AB 1585 makes changes to the process of dissolving redevelopment agencies (RDAs), including requiring the funds on deposit in the Low-and Moderate-Income Housing Fund (L&M Fund) of the former RDA to remain with the entity that assumes the housing functions. The specifics of the bill are detailed in the attached Bill Analysis.

3. BASIS FOR RECOMMENDATION:

Council directed staff at the March 13, 2012 council meeting to provide an analysis (Exhibit A) on AB1585 for discussion and possible action by the Council.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: Former RDA LMI funds could be used to fund other affordable housing projects in the City as well as provide leverage and required match funds for United State Housing and Urban Development funds.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

Council could choose not to take action on this legislation.

City of Turlock

Bill Analysis

AB 1585 (John A. Pérez) – As Amended: March 8, 2012

SUBJECT: Redevelopment

SUMMARY: Makes changes to the process of dissolving redevelopment agencies (RDAs), including requiring the funds on deposit in the Low-and Moderate-Income Housing Fund (L&M Fund) of the former RDA to remain with the entity that assumes the housing functions. Specifically, this bill:

1) Provides that employee costs associated with work on specific project implementation activities, including, but not limited to, construction inspection, project management, or actual construction, are not subject to the administrative cost allowance cap.

2) Adds the following to the definition of enforceable obligations:

   a) Costs incurred to fulfill collective bargaining agreements for layoffs or terminations of employees who performed work for the former RDA; and

   b) Obligations to an employee that is transferred from the former RDA to the entity assuming the housing functions.

3) Adds the following to the definition of enforceable obligations requiring approval of the oversight board:

   a) Loan agreements between the former RDA and the city, county, or city and county that created it, made within two years of the date of the creation of a project area, if the loan was for the project area; and

   b) Loans made from the city or county to the former RDA to make a payment to the State's Supplemental Educational Revenue Augmentation Fund (SERAF).

4) Requires the successor agency or designated local authority to enter into an agreement with the entity assuming the housing functions and to reimburse it for any costs of the employee obligations if an employee is transferred to the housing successor entity.

5) Requires repayment of SERAF loans made from the L&M Fund to the former RDA to be deposited into the L&M Fund maintained by the entity that assumes the housing functions.

6) Provides that a loan agreement made between the former RDA and the city, county, or city and county that created it will be deemed an enforceable obligations if the Oversight Board does the following:

a) Makes a finding that the loan was for legitimate redevelopment purposes; and

b) Conditions its approval on the loan being repaid to the city, county, or city and county based on a defined schedule over a reasonable term, at an interest rate not to exceed the interest rate earned by funds deposited into the Local Agency Investment Fund.

7) Provides that when listing the payment dates for enforceable obligations on the Recognized Obligation Payment Schedule (ROPS), the successor agency may list payments on an annual basis.

8) Specifies that the successor agency is a legally distinct and separate body that acts by resolution, can sue and be sued, and can have additional powers that can be conferred upon it.

9) Allows a city, county, or city and county, or joint powers authority that authorized the creation of the former RDA and chose not to be the successor agency to reverse that decision and serve as the successor agency.

10) Provides that any amounts on deposit in the L&M Fund of a former RDA will be transferred to the city, county, or city and county that elected to retain the responsibility for performing the housing functions of the former agency.

11) Requires any amounts on deposit that are transferred to the L&M Fund to be maintained in a separate account and used for the purposes defined in the Community Redevelopment Law relating to authorized uses of the L&M Fund.

12) Requires the entity that assumes the housing functions of the former RDA to enforce affordability covenants and other related activities as defined in Community Redevelopment Law.

13) Requires, where there is no local housing authority that elected to accept authority for performing the housing functions, that any amounts on deposit in the L&M Fund be deposited in the State Low-and Moderate Income Housing Trust Fund, administered by the Department of Housing and Community Development (HCD), to be awarded on a competitive basis to projects within the counties in which it was collected.

14) Requires, when awarding funds out of the State Low- and Moderate-Income Housing Fund, priority that be given to eligible projects that serve extremely low-, very low-, and low-income families and individuals.

15) Requires the city, county, city and county, or other public entity that assumes the housing functions of the former RDA to expend or encumber at least 80% of the moneys in the L&M Fund within four years or forfeit the remaining amount minus what is needed for monitoring and maintenance of affordable housing projects to the State Low-and Moderate -Income Housing Fund.

16) Allows a succeeding housing entity to apply for a waiver from HCD to extend the amount of time to expend or encumber the money in the L&M Fund by two years and to reapply again after two years.

17) Requires that assets and properties of the former RDA, under the direction of the oversight board, be disposed of in an expeditious but orderly manner that preserves the value of the assets.

18) Provides that the first ROPS for the period of January 1, 2012, through June 20, 2012, may, is necessary, include the following:

a) The total amount of payments required for enforceable obligations over the next two six-month periods; and

b) In the case of debt obligations, the amount of the annual debt service reserve set-asides and any other amounts required under indenture or similar documents.

19) Clarifies that the member of the oversight board representing special districts should represent the special district having the largest property tax share within the redevelopment project areas of the former RDA.

20) Provides that when appointing a member of the oversight board from the employees of the former RDA, if the majority of the employees were city or county employees, then the appointment should be made from the organization that represents those employees.

21) Provides that if there is no employee organization that represents the employees of the former RDA, city, or county, then the appointment should be made from among the employees of the successor agency.

22) Provides that an employee that is appointed to the oversight board is deemed not to have a conflict of interest in voting to approve a contract as an enforceable obligation.

23) Requires all actions taken by an oversight board to be adopted by resolution.

24) Requires the successor agency to get the approval of the oversight board prior to entering into a financing agreement, including issuing bonds, to fund payments under an enforceable obligation that exceeds the property tax revenue available to the successor agency during the payment period.

25) Provides that a successor agency is not permitted to create additional enforceable obligations except when necessary to pay the financing costs of existing enforceable obligations.

26) Requires the successor agency to get the approval of the oversight board for temporary increases in the administrative cost allowance to carry out the requirements of an enforceable obligation, to cover litigation costs, or to maintain and preserve the value of assets while in the possession of the successor agency.

27) Requires the oversight board to direct the successor agency to do the following:

a) Compile a complete inventory of existing real property assets of the former RDA by project area; and

b) Include in the inventory the general categories of real property assets, the purpose for which the assets were originally acquired, the original purchase price of each asset, and the estimated current market value.

28) Requires the oversight board, prior to disposing of any assets, to receive and review the inventory of assets prepared by the successor agency and adopt a policy or strategy for disposal or transfer of such assets that ensures it is done in an expeditious but orderly manner that preserves the value of the asset.

29) Provides that in disposing of assets and properties, the oversight board may direct the successor agency to transfer ownership of assets that were constructed or used for a purpose integral to the operation of a governmental purpose, like parking facilities, to the appropriate public jurisdiction.

30) Requires the auditor-controller to deposit the unitary and supplemental tax increment due to the former RDA into the Redevelopment Property Tax Trust Fund (Fund).

31) Requires the auditor-controller, in distributing funds out of the Fund, to reserve any funds necessary to cover payments made in the second half of the calendar year, as described in the ROPS, that are in excess of the amount that is anticipated to be deposited in the Fund from the May or June allocation.

32) Provides that in distributing property tax revenues associated with the payment of a retired recognized obligation, the auditor-controller should only distribute property tax to the extent that it is not currently required for the payments of other recognized obligations.

33) Deletes the requirement that the California Law Revision Commission draft a Community Redevelopment Law clean-up bill by January 1, 2013.

34) Includes an urgency clause.

EXISTING LAW

1) Dissolves RDAs as of October 1, 2011.

2) Requires RDAs to continue to make all scheduled payments for enforceable obligations, perform obligations established pursuant to enforceable obligations, set aside required reserves, preserve assets, cooperate with successor agencies, and take all measures to avoid triggering a default under an enforceable obligation.

3) Requires RDAs to prepare an enforceable obligation payments schedule containing all payments obligated to be made and provide it to the county auditor-controller within 60 days of the effective date of ABX1 26

4) Requires that unencumbered RDA funds be conveyed to the county auditor-controller for distribution to the taxing entities in the county, including cities, counties, a city and a county, school districts, and special districts.

5) Establishes successor agencies to the RDAs that would, except in certain situations, such as those involving an RDA based on a joint powers authority, be the entity that created the RDA. If no local agency elects to be the successor agency, a designated local authority would be formed, made up of three members that would be appointed by the Governor.

6) Requires successor agencies to make payments on legally enforceable obligations using property tax revenues when no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

7) Defines enforceable obligations for successor agencies to include, but not be limited to:

a) Bonds, including debt service, reserves, or other required payments;

b) Loans borrowed by the agency for a lawful purpose including loans from the L&M Fund;

c) Payments required by the federal government;

d) Pre-existing obligations to the state or obligations imposed by state law;

e) Legally enforceable payments to agencies' employees, including pension obligations and other obligations conferred through a collective bargaining agreement;

f) Judgments and settlements entered into by a court or arbitration, retaining appeal rights;

g) Legally binding contracts that do not violate the debt limit or public policy; and,

h) Contracts necessary for administration of the agency, such as for office space, equipment, and supplies, to the extent permitted.

8) Provides that enforceable obligations do not include any agreements, contracts, or arrangements between the city, county, or city and county that created the RDA and the former RDA.

9) Requires successor agencies to take control of all assets, properties, contracts, books and records, and buildings and equipment of the RDAs on October 1, 2011.

10) Requires successor agencies to dispose of RDAs' assets as directed by the oversight board with the proceeds transferred to the county auditor-controller for distribution to taxing agencies within the county. Governmental facilities, such as roads, school buildings, and fire or police stations would be conveyed to the appropriate public jurisdiction.

11) Requires the successor agencies to compensate the taxing agencies for the value of property and assets retained by the successor agencies in an amount proportional to the taxing agencies' share of the property tax.

12) Creates the Redevelopment Obligation Retirement Fund and the Redevelopment Property Tax Trust Fund (Trust Fund). Property tax revenues associated with each former RDA in each county will be deposited in the Trust Fund which will be administered by the county auditor-controller.

13) Requires the county auditor-controller to determine the amount of property tax increment that would have been allocated to each RDA and to deposit that amount in the Trust Fund.

14) Requires the county auditor-controller to allocate funds from the Trust Fund in the following order:

a) Local agencies, school districts, and community college districts in the amount that would have been received by such agencies as their share of the property tax base and that would have been paid pursuant to statutory and contractual pass-through agreements;

b) Redevelopment Obligation Retirement Fund for successor agencies' payments listed in the Recognized Obligation Payment Schedule and administration; and,

c) Cities, the county, schools, community college districts, and non-enterprise special districts in the proportional shares of what would have been received absent redevelopment and adjusted for pass-through agreements.

15) It shall be noted that in the Supreme Court's holding in *California Redevelopment Association v. Matosantos, Case No. S19486,* the Court extended all of the statutory deadlines contained in Health and Safety Code Division 24, Part 1.85 (Sections 34170-34191) and arising before May 1, 2012, by four months.

FISCAL EFFECT: Unknown.

COMMENTS:

In 2011, the Legislature approved and the Governor signed two measures, ABX1 26 and ABX1 27 that would together dissolve redevelopment agencies as they existed at the time and create a voluntary redevelopment program on a smaller scale. In response, the California Redevelopment Association and the League of California Cities, along with other parties filed suit challenging the two measures. The Supreme Court denied the petition for peremptory writ of mandate with respect to ABX1 26. However, the Court did grant CRA's petition with respect to ABX1 27. As a result, all redevelopment agencies were required to dissolve as of February 1, 2012.

When the Legislature voted on ABX1 26 and ABX1 27, it envisioned that a majority of redevelopment agencies would likely choose to opt-in to the voluntary program leaving the state to oversee the dissolution of only a handful of agencies. Because of the subsequent lawsuits

and the Court's ruling, over 400 redevelopment agencies are now required to dissolve. The dissolution process has raised some questions and concerns regarding the implementation of ABX1 26. AB 1585 (John A. Pérez) is a response to those concerns and attempts to facilitate a smooth wind-down of redevelopment agencies. AB 1585 makes a variety of technical changes that are intended to ease the process of dissolution and provide greater direction to the successor agencies, oversight boards, and successor housing entities that are integral to the dissolution process. It also requires that the L&M funds that have been deposited by former RDAs continue to be used for affordable housing in the county in which they were collected. AB 1585 Page 7

Low-and Moderate-Income Housing Funds:

Redevelopment agencies were required to set aside 20% of the tax increment collected in a project area to fund the creation, preservation, or rehabilitation of affordable housing. In spending these funds, redevelopment agencies were required to meet the housing needs as outlined in their housing element. The extent to which RDAs spent the L&M funds varied across redevelopment agencies. Based on 2009-10 reports made to the State Controller's Office, RDAs reported having in excess of $1.4 billion in their L&M Funds. The Controller's Community Redevelopment Agencies Annual Report for the fiscal year ending June 30, 2010, shows a statewide aggregate "unreserved designated" balance of $967 million and an "unreserved undesignated" balance of $391 million in agencies L&M Funds. The State Controller's Office is in the process of auditing the redevelopment agencies for the 2010-11 fiscal year and is required to submit the audit to the Legislature at the end of April.

The Governor's original proposal (SB 77) to eliminate redevelopment agencies would have allowed local jurisdictions to keep the L&M funds. However, the bill that was ultimately approved by the Legislature and signed by the Governor absorbed that fund along with the other tax increment. At the time, the belief was that allowing the L&M funds to be retained would be interpreted as the state reallocating property tax and would require a two-thirds vote. Since then, Legislative Counsel has determined that the L&M funds are assets of the redevelopment agencies under Article XVI, Section 16 of the State Constitution and not property taxes under Section 1 of Article XIII A.

AB 1585 makes several significant changes to the provisions in ABX1 26 regarding L&M funds:

1) Keeps the money on deposit in an L&M Fund with the successor housing entity to be spent on activities allowed under the housing provisions in the Community Redevelopment Law or, if there is no successor housing entity, requires the funds to be transferred to HCD;

2) Requires the successor housing entity to expend or encumber 80% of the funds within four years but gives it the option to petition HCD for more time to spend the funds; and

3) Designates the types of affordable housing projects that HCD can fund from monies that are transferred to the department from jurisdictions that decide not to keep the housing functions of the former RDA.

Voluntary Transfer of Money between Jurisdictions within the County:

Some jurisdictions have affordable housing projects that have financing commitments from other sources and could begin construction quickly but were relying on future tax increment to fully fund the projects. Other jurisdictions have unencumbered balances in their L&M funds that they may not intend to spend. For example, the City of San Jose has indicated that it has multiple projects that are largely financed but has no unencumbered L&M funds because it consistently spent its available balances on affordable housing. In the interest of supporting the construction of affordable housing projects that are "shovel ready," allowing jurisdictions within the same county to transfer funds from their L&M funds rather than sending those funds to HCD for distribution will expedite the construction of affordable housing within the region. The committee may wish to consider allowing a jurisdiction that does not plan to spend its L&M Fund balances to transfer them to another jurisdiction within the county with certain restrictions, including:

a) Require the jurisdiction that is receiving the funds to make findings, based on substantial evidence on the record, that each proposed use of funds will not exacerbate racial or economic segregation;

b) Require the transferred funds to be used for low-income or below housing;

c) Require both the transferring and the receiving jurisdiction to adopt a resolution detailing the reason for the transfer and how the funds will be used by the receiving jurisdiction; and

d) Require funds to be expended in compliance with section 34176 (d).

e) Timeline for spending the L&M Funds:

    a. In some jurisdictions, former redevelopment agencies had a poor record of spending their affordable housing dollars. In an attempt to ensure that any monies available to support affordable housing are spent expeditiously by the successor housing agency, the bill requires the funds to be expended or encumbered within four years and creates an appeal process with HCD for an extension. The committee may wish to consider requiring the housing successor entity to contract to spend the funds within two years while giving it four years to spend at least 80% of the funds. The requirement to contract within two years will provide a benchmark that the community can use to evaluate the commitment of the housing successor entity to spend the majority of the funds within four years.

f) The bill does not provide any criteria that HCD should consider in determining whether or not to allow a successor housing agency to retain the housing dollars past the four year mark. The committee may wish to consider providing criteria that HCD should consider when evaluating a housing successor agency's intention to spend the funds within the next two years. Among other criteria that HCD could develop, agencies should be required to provide evidence that the housing successor entity has a site specific project plan with local approvals including the issuance of building permits, that the project has secured financing, and evidence that some funds and have been expended from the Low and Moderate Income Housing Fund.

In order for HCD to evaluate a successor agency's compliance with the timeline to spend the funds, successor housing entities should be required to inform HCD within 45 days of receiving the funds of the amount of funds on deposit. Successor housing entities should also report to HCD after the two-year requirement to contract and the four year requirement to spend funds if they have complied.

State Low-and Moderate-Income Housing Fund:

If a city, county, or city and county, or housing authority decides not to assume the housing functions of the former RDA, or if a successor housing entity does not spend the amount on deposit in the L&M Fund within the specified timeline, then the funds are sent to HCD for distribution back into the county in which they were collected. AB 1585 requires that the funds be distributed with priority given to affordable housing projects that serve low-, very-low and extremely low-income families and individuals. The committee may wish to consider giving HCD some direction as to what criteria should be used for redistributing the funds. HCD operates several existing housing programs that serve various income categories whose guidelines could be used for redistributing these funds. This would likely reduce HCD's cost and speed the redistribution of funds.

Defining Housing Assets:

In an attempt to avoid a "fire sale" of the property and assets of the former RDA, AB 1585 attempts to inform the process by requiring the successor entity to create a detailed list of the assets. The list is intended to give the oversight board responsible for disposing of the assets more direction and includes the purpose for which the asset was purchased, the original purchase price and the current fair market value. Redevelopment agencies had flexibility in spending their 80% funds and in some instances may have used those funds to purchase parcels that ultimately became part of an affordable housing project. Mixed-use developments may also have been funded using the 80% funds for retail and the 20% for affordable housing units. Neither AB 26 X1 or AB 1585 defines a "housing asset" which could potentially result in some oversight boards disposing of assets that have affordable housing.

As part of the information that AB 1585 requires the successor agency to provide to the oversight board, describing the assets and properties, it would be useful to include the source of funds (either 20% or 80%) that were used to purchase the asset or property.

Related Legislation: SB 654 (Steinberg) would revise the definition of enforceable obligation to include amounts on deposit in the Low-and Moderate-Income Housing Fund of former redevelopment agencies. This bill is currently in the Assembly Committee on Rules.

REGISTERED SUPPORT / OPPOSITION:

Support
Abode Services, Fremont
Affirmed Housing Group
Aging Services of California
Allied Housing, Fremont
Bay Area Local Initiatives Support Corporation, San Francisco
Cambrian Center, San Jose
Century Housing, Culver City
City of Colton
City of Fairfield
City of Coronado
City of Lafayette
City of Lakewood
City of Moorpark
City of Vista
Community Housing Partnership, San Francisco
Daniel Solomon Design Partners, San Francisco
EAH Housing, San Rafael
Eden Housing, Inc. Hayward
Housing Authority of Kings County
Laurin Associates, Sacramento
Life Skills Training and Educational Programs, Fair Oaks
Mercy Housing, San Francisco
Monterey County Board of Supervisors
Palm Communities, Palm Desert
Resources for Community Development
San Diego Housing Commission
Four housing managers of affordable housing communities:
Casa de la Paloma, Glendale
Clark Terrace and Clark Terrace II, Norco
Mountain Vistas and Mountain Vistas II, Redding

Opposition
None on file.

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Council Synopsis

March 27, 2012

From: Roy W. Wasden, City Manager

Prepared by: Maryn Pitt. Interim Assistant City Manager

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Providing direction and authorizing potential action on pending state legislation including SB 986, SB 1220 and SB 1498, as well as federal legislation including S 1813, HR 7 and HR 1433

2. DISCUSSION OF ISSUE:

Livewire, the City of Turlock's Legislative Update (Exhibit A) is provided to the City Council at each meeting with news and updates about state and federal legislation affecting our Turlock Community.

The legislation in the attached report is organized into Senate and Assembly bills relating to the California Legislature and House of Representatives and Senate Bills of Congress. Legislation is added to this report based on input from staff, League of Cities and other public agency groups.

3. BASIS FOR RECOMMENDATION:

Council directed staff to provide regular updates for discussion and possible action by the Council.

Strategic Plan Initiative B. FISCAL RESPONSIBILITY

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

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: The passage of certain pieces of legislation can impact the City of Turlock either positively or adversely.

5. CITY MANAGER'S COMMENTS:

Recommend approval

6. ENVIRONMENTAL DETERMINATION:

Not applicable

7. ALTERNATIVES:

Council could choose not to take action on legislation.

Live Wire - City of Turlock Legislative Update

Bill Number	Author	Bill Summary/Status	Position/ Action
SB986	Dutton	This bill would provide that all bond proceeds that were generated by the former redevelopment agency shall be deemed to be encumbered and would prohibit a successor agency from remitting these proceeds to the county auditor-controller. This bill would also require that the proceeds of bonds issued by a former redevelopment agency must be used by the successor agency for the purposes for which the bonds were sold pursuant to an enforceable obligation, as defined, that was entered into either by the former redevelopment agency prior to its dissolution, or is entered into by the successor agency by December 14, 2014. This bill would also provide that if an enforceable obligation is not entered into by that time, or if the purpose for which the bonds were sold can no longer be achieved, then the bond proceeds shall be used to defease the bonds or to purchase outstanding bonds on the open market for cancellation. This bill would also require the oversight board to approve of the establishment of an enforceable obligation with respect to bond proceeds. This bill would prohibit the oversight board from disapproving the establishment of an enforceable obligation with respect to bond proceeds if that obligation is reasonably in furtherance of the purposes for which the bonds were sold. **This bill would declare that it is to take effect immediately as an urgency statute.**	Referred to Senate Committee on Governance and Finance – Set for Hearing March 21
SB1220	Senators DeSaulnier and Steinberg	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. 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.	Referred to Coms. on Transportation and Housing and Governance and Finance

SB1498	Bill Emmerson	This bill would allow LAFCOs to approve the extension of services *beyond* an agency's sphere of influence based on several determinations that would limit "sprawl" but still provide services to existing residents in disadvantaged communities. The bill also ensures before a LAFCO could approve the extension of the sphere of influence that both parties, the disadvantaged community and the service providing city, were in agreement.	Active bill pending committee referral by Rules
Bill or Case	Author/ Jurisdiction	Federal Legislation	Position/ Action
HR 7	Rep John L. Mico, Florida	***American Energy and Infrastructure Jobs Act of 2012'.****This is the multiyear transportation authorization bill that includes funding (but not limited to) the following levels over the four year funding program. The high Trust Fund- The following sums are authorized to be appropriated out of the Highway Trust Fund (other than the Alternative Transportation Account):* *(1) NATIONAL HIGHWAY SYSTEM PROGRAM- For the National Highway System program under section 119 of title 23, United States Code--* *(A) $17,400,000,000 for fiscal year 2013;(B) $17,600,000,000 for fiscal year 2014;(C) $17,600,000,000 for fiscal year 2015; and (D) $17,750,000,000 for fiscal year 2016.* *(2) SURFACE TRANSPORTATION PROGRAM- For the surface transportation program under section 133 of title 23, United States Code--* *(A) $10,500,000,000 for fiscal year 2013; (B) $10,550,000,000 for fiscal year 2014; (C) $10,600,000,000 for fiscal year 2015; and (D) $10,750,000,000 for fiscal year 2016.* *(3) HIGHWAY SAFETY IMPROVEMENT PROGRAM- For the highway safety improvement program under section 148 of title 23, United States Code--* *(A) $2,600,000,000 for fiscal year 2013; (B) $2,605,000,000 for fiscal year 2014; (C) $2,610,000,000 for fiscal year 2015; and (D) $2,630,000,000 for fiscal year 2016.*	Reported in House

HR 1433		**ANTI-EMINENT DOMAIN BILL H.R. 1433 PASSES IN HOUSE** 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.	Passed House of Representatives
S 1813	Senator Boxer	**FEDERAL-AID HIGHWAY PROGRAM-** For the national highway performance program under section 119 of title 23, United States Code, the transportation mobility program under section 133 of that title, the highway safety improvement program under section 148 of that title, the congestion mitigation and air quality improvement program under section 149 of that title, the national freight program under section 167 of that title, and to carry out section 134 of that title-- (A) $39,143,000,000 for fiscal year 2012; and (B) $39,806,000,000 for fiscal year 2013. (2) TRANSPORTATION INFRASTRUCTURE FINANCE AND INNOVATION PROGRAM- For credit assistance under the transportation infrastructure finance and innovation program under chapter 6 of title 23, United States Code, $1,000,000,000 for each of fiscal years 2012 and 2013.	3/14/2012 Passed/agreed to in Senate. Status: Passed Senate with amendments by Yea-Nay Vote. 74 - 22.