

# City Council Agenda



**JUNE 26, 2012**

**7:00 p.m.**

**City of Turlock Yosemite Room**

**156 S. Broadway, Turlock, California**



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 agenda item or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

**1. A. CALL TO ORDER**

**B. SALUTE TO THE FLAG**

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

- A. Recognition: Employee Recognition for Years of Service
- B. Announcement: Stanislaus County Fair, Apple Pie Contest Kickoff, Dr. Dave Dubyak
- C. Presentation: Smart Valley Places Community Leadership Institute Graduates

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

3. A. SPECIAL BRIEFINGS

1. CALIFORNIA STATE UNIVERSITY STANISLAUS:

- Tomara Hall, ASI Governmental Affairs Administrator

B. STAFF UPDATES:

1. Police Annual Report (*Jackson*)

C. PUBLIC PARTICIPATION:

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

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

4. A. 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.

- Resolution: Accepting Demands of 5/24/12 in the amount of \$1,429,487.31; Demands of 5/31/12 in the amount of \$1,546,248.80
- Motion: Accepting Minutes of Special Meeting of October 6, 2009; Special Minutes of February 24, 2011; Minutes of Regular Meeting of June 12, 2012
- Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$19,750 (Fund 215) for City Project 10-65, "Rehabilitation of Golden State Boulevard and West Main Street," bringing the contract total to \$1,005,234
- Motion: Approving Amendment No. 1 to the agreement for special services with Koehn Engineering & Design, Inc., of Turlock, California, for City Project No. 11-30, "Parcel Map 11-03 Turlock Public Safety Facility"
- Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$10,748 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, bringing the contract total to \$3,426,088
- Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$28,318 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to \$2,506,286
- Motion: Accepting notification of Contract Change Order No. 2 in the increased amount of \$2,332 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to \$883,332
- Resolution: Considering intention to levy and collect assessments for Fiscal Year 2012/13 for Assessment Districts in the City of Turlock

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- I. Resolution: Initiating proceedings for the Blue Diamond Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 12-21
- J. Resolution: Initiating proceedings for Avena Bella, Parcel Map 11-04, Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 11-32
- K. Resolution: Initiating proceedings for Moline, Parcel Map 12-01, Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 12-33
- L. 1. Motion: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-915) with 4Leaf, Inc., of Pleasanton, California, for plan check services, in an amount not to exceed \$22,500  
2. Motion: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-918) with Bureau Veritas North America, Inc., of Sacramento, California, for plan check services, in an amount not to exceed \$42,500
- M. Motion: Authorizing the execution of Amendment No. 1 to the agreement with the Alliance/Small Business Development Center to offer business enhancements and training services as outlined in Exhibit A for Fiscal Year 2011/12
- N. 1. Motion: Approving an agreement with Jim Brisco Enterprises, Inc. for grounds clean-up services at Turlock Regional Water Quality Control Facility, in an amount not to exceed \$187,000, for a period of twelve (12) months  
2. Resolution: Appropriating \$200,000 to account number 415-51-537.43344 "Landfill Removal" funded by a transfer from Fund 415 "Sewer Bond Projects" for crushing, screening and hauling materials from Turlock Regional Water Quality Control Facility
- O. Motion: Authorizing the City Manager to submit a letter of authorization to the Stanislaus County Department of Environmental Resources to submit a regional application to the Department of Resources Recycling and Recovery for funding from the Used Oil Payment Program (OPP) on an annual basis
- P. Resolution: Accepting donations received from April through June Fiscal Year 2011/12, to be deposited as per the attached worksheet, for a variety of Parks, Recreation & Public Facilities Division programs, scholarships, and activities
- Q. Motion: Approving an Agreement between the City of Turlock Police Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee, for the period of July 1, 2012 through June 30, 2013
- R. Resolution: Approving the purchase of thirteen (13) additional electronic ticket writers and associated hardware/software for the Turlock Police Department from Advanced Public Safety of Deerfield Beach, Florida, from account number 266-20-255-341.51107 "JAG Expenses" in an amount not to exceed \$39,255 and approving the appropriation of \$27,000 to account number 266-20-255-341.51107 "JAG Expenses" for fiscal year 2012-13 to be funded from grant revenue
- S. Resolution: Accepting monetary donations in the amount of \$453.06 from various donors and donations of assorted animal related products valued at \$3,148.52 in support of the City's Animal Control Services for the third quarter of Fiscal Year 2011/12
- T. Motion: Approving an Agreement between the City of Turlock Fire Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn firefighters of the Turlock Fire Department at no cost to the covered employee, for the period of July 1, 2012 through June 30, 2013

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- U. Resolution: Appropriating \$1,125 to account number 265-30-304.47110 "Turlock Services Donation Expenses" from Fund 265 "Fire Services Grants" reserve balance, funded by revenue received in 265-30-304.37200\_000 "Fire Services Donations" for donations accepted from various sources in memory of retired Turlock Fire Engineer Keith Crabtree, to be used for the Fire Explorers Program
  - V. Motion: Approving an agreement between the City of Turlock and Economic & Planning Systems (EPS) to provide consulting services in connection with Turlock CFD No. 1 – Monte Vista Corridor (District)
  - W. Motion: Authorizing the City Manager to enter into an agreement with Phil Lancaster, an outside labor negotiator, to assist in the Fiscal Year 2012/13 labor negotiations with all units if needed, in an amount not to exceed \$20,000
  - X. Motion: Extending contracts between the City of Turlock and Turlock City Employees Association (TCEA), Turlock Associated Police Officers (TAPO), Turlock Firefighters, Local (TFL) #2434, and Turlock Management Association – Public Safety (TMAPS), and Schedule of Benefits between the City of Turlock and Turlock Confidential Employees (TCE), and Turlock Management Employees (TME), for the period July 16, 2012 through October, 31, 2012, and authorizing the City Manager any and all necessary documents
  - Y. Motion: Rejecting Claim for Damages filed by Hector Irasava
  - Z. Motion: Rejecting Claim for Damages filed by Angela/Manuel Cardenas

6. **FINAL READINGS:**

- A. **Recommended Action:**  
Ordinance: Amending Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 2, entitled "Tow-Away Zones: Designation" as introduced at the June 12, 2012 meeting

7. **PUBLIC HEARINGS:**

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

**Recommended Action**

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

- B. Request to amend the Turlock Municipal Code Title 4, Chapter 15 regarding Tow Car Regulations. (Nielsen)

**Recommended Action**

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 15 regarding Tow Car Regulations

- C. Request to amend the Turlock Municipal Code Title 3, Chapter 1, Article 6, regarding Dance Hall Permits. (*Reid*)

***Recommended Action***

Ordinance: Amending Turlock Municipal Code Title 3, Chapter 1, Article 6, regarding Dance Hall Permits

- D. Request to amend the Turlock Municipal Code Title 5, Chapter 3, regarding Fortune Telling Permits. (*Reid*)

***Recommended Action***

Ordinance: Amending Turlock Municipal Code Title 5, Chapter 3, regarding Fortune Telling Permits

- E. Request to amend the Turlock Municipal Code Title 5, Chapter 18, regarding Introduction, Dating and Escort Services Permits. (*Reid*)

***Recommended Action***

Ordinance: Amending Turlock Municipal Code Title 5, Chapter 18, regarding Introduction, Dating and Escort Services Permits

- F. Request to supersede certain fees for City services as set forth in Council Resolutions 2011229 and adopt Updated Cost Recovery Percentages and Schedule of Fees and Charges for City Recreational Services pursuant to Turlock Municipal Code Section 3-3-301 et. Seq. (*Van Guilder*)

***Recommended Action***

Resolution: Superseding certain fees for City services as set forth in Council Resolutions 2011-229 and Adopting Updated Cost Recovery Percentages and Schedules of Fees and Charges for City Recreational Services pursuant to Turlock Municipal Code Section 3-3-301 et. seq.

- G. Request to amend the Turlock Municipal Code Title 7 (Public Works), Chapter 2, Article 6, Section 1 related to the maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches and the liability of injuries to the Public. (*Van Guilder*)

***Recommended Action***

Ordinance: Amending Turlock Municipal Code Title 7 (Public Works), Chapter 2, Article 6, Section 1 related to the maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches and the liability of injuries to the Public

- H. Request to amend Turlock Municipal Code Title 2, Chapter 7, Section 04, entitled, "Purchasing Officer: Powers and duties". (*Norton*)

***Recommended Action***

Ordinance: Amending the Turlock Municipal Code Title 2, Chapter 7, Section 04, entitled, "Purchasing Officer: Powers and duties"

8. SCHEDULED MATTERS:

- A. Request for approval to enter into contracts to maintain insurance coverage for Employee Bonds for Fiscal Year 2012-13. (*Wasden/Eddy*)

***Recommended Action:***

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Employee Bonds for Fiscal Year 2012-13

- B. Request for approval to enter into contracts to maintain insurance coverage for Excess Property Programs for Fiscal Year 2012-13. (*Wasden/Eddy*)

***Recommended Action:***

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Property Programs for Fiscal Year 2012-13

- C. Request for approval to enter into contracts to maintain insurance coverage for Workers' Compensation Insurance for Fiscal Year 2011-12. (*Wasden/Eddy*)

***Recommended Action:***

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Workers' Compensation Insurance for Fiscal Year 2012-13

- D. Request for approval to enter into contracts to maintain Health Insurance, Life Insurance, and Long Term Disability coverage for Fiscal Year 2012-13. (*Wasden/Eddy*)

***Recommended Action:***

Resolution: Authorizing approval to enter into contracts to maintain Health Insurance, Life Insurance, and Long Term Disability coverage for Fiscal Year 2012-13

- E. Request for approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2012-13. (*Wasden/Eddy*)

***Recommended Action:***

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2012-13

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION

10. COUNCIL COMMENTS

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

**11. CLOSED SESSION**

- A. Public Employee Performance Evaluation, Cal. Gov't Code §54957  
Title: City Attorney
- B. Conference with Real Property Negotiators, Cal. Gov't Code §54956.8  
Property: 1055 Vermont Avenue, Turlock, APN 050-004-056-000  
Agency Negotiator: Roy W. Wasden  
Negotiating Parties: Children's Crisis Center, a non-profit community organization  
Under Negotiation: Price and Terms of Payment
- Property: 1001 Montana Avenue, Turlock, APN 050-009-002-000  
Agency Negotiator: Roy W. Wasden  
Negotiating Parties: Turlock Unified School District  
Under Negotiation: Price and Terms of Payment

**12. ADJOURNMENT**

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS }  
OF 5/24/12 IN THE AMOUNT OF }  
\$1,429,487.31; DEMANDS OF 5/31/12 IN THE }  
AMOUNT OF \$1,546,248.80 }

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:
5/24/2012	\$1,429,487.31
5/31/12	\$1,546,248.80

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 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

# Payment Register

From Payment Date: 5/18/2012 - To Payment Date: 5/24/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
88626	05/24/2012	Open			Cash Amount	4LEAF INC	\$4,099.44		
	Paying Fund				405.11000 (Cash)				
	405 - Building						\$4,099.44		
88627	05/24/2012	Open			Cash Amount	ACCOMTEMPFS INC	\$349.80		
	Paying Fund				410.11000 (Cash)				
	410 - WATER QUALITY CONTROL (WQC)						\$174.90		
	420 - WATER				420.11000 (Cash)		\$174.90		
88628	05/24/2012	Open			Cash Amount	AIRGAS NCN	\$206.52		
	Paying Fund				110.11000 (Cash)				
	110 - General Fund						\$206.52		
88629	05/24/2012	Open			Cash Amount	ALLIANCE SBDC	\$2,485.00		
	Paying Fund				258.11000 (Cash)				
	258 - Housing Stimulus Funds						\$2,485.00		
88630	05/24/2012	Open			Cash Amount	ANYTHING VINYL LLC	\$267.36		
	Paying Fund				112.11000 (Cash)				
	112 - Capital Purchases						\$267.36		
88631	05/24/2012	Open			Cash Amount	APPLIED PEST MANAGEMENT INC	\$260.00		
	Paying Fund				110.11000 (Cash)				
	110 - General Fund						\$40.00		
	410 - WATER QUALITY CONTROL (WQC)				410.11000 (Cash)		\$220.00		
88632	05/24/2012	Open			Cash Amount	ARROWHEAD MT SPRING WATER	\$123.33		
	Paying Fund				110.11000 (Cash)				
	110 - General Fund						\$123.33		
88633	05/24/2012	Open			Cash Amount	AT&T MOBILITY	\$923.19		
	Paying Fund				110.11000 (Cash)				
	110 - General Fund						\$844.92		
	501 - Information Technology				501.11000 (Cash)		\$78.27		
88634	05/24/2012	Open			Cash Amount	BRIGHT DEVELOPMENT	\$130,939.37		
	Paying Fund				307.11000 (Cash)				
	307 - NE Turlock Master Plan						\$130,939.37		
88635	05/24/2012	Open			Cash Amount	BURTON'S FIRE APPARATUS	\$2,608.86		
	Paying Fund				110.11000 (Cash)				
	110 - General Fund						\$2,608.86		

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# Payment Register

From Payment Date: 5/18/2012 - To Payment Date: 5/24/2012

	05/24/2012	Open		Accounts Payable	CAROLLO ENGINEERS	Amount
88636	Paying Fund		Cash Amount			\$10,696.72
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$9,529.32
	411 - Storm Drainage Construction		411.11000 (Cash)			\$1,167.40
88637	Paying Fund	Open		Accounts Payable	CHAMBERS TRANSPORT	\$585.00
	217 - Streets - Gas Tax		217.11000 (Cash)			\$585.00
88638	Paying Fund	Open		Accounts Payable	CHAMPION INDUSTRIAL	\$1,600.48
	110 - General Fund		110.11000 (Cash)			\$910.50
	425 - Transit - Dial A Ride		425.11000 (Cash)			\$689.98
88639	Paying Fund	Open		Accounts Payable	CHARTER COMMUNICATIONS	\$1,159.97
	110 - General Fund		110.11000 (Cash)			\$49.99
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$109.98
	501 - Information Technology		501.11000 (Cash)			\$1,000.00
88640	Paying Fund	Open		Accounts Payable	COMBINED BENEFITS ADMIN C	\$250,280.75
	511 - Health Insurance		511.11000 (Cash)			\$250,280.75
88641	Paying Fund	Open		Accounts Payable	COMBINED BENEFITS ADMIN-	\$4,767.55
	511 - Health Insurance		511.11000 (Cash)			\$4,767.55
88642	Paying Fund	Open		Accounts Payable	COMBINED BENEFITS ADMIN/	\$2,183.98
	511 - Health Insurance		511.11000 (Cash)			\$2,183.98
88643	Paying Fund	Open		Accounts Payable	COUNTY BANK VISA	\$881.07
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			\$125.00
	420 - WATER		420.11000 (Cash)			\$756.07
88644	Paying Fund	Open		Accounts Payable	CRESCENT SURPLUS INC	\$159.88
	110 - General Fund		110.11000 (Cash)			\$159.88
88645	Paying Fund	Open		Accounts Payable	DYETT & BHATIA URBAN	\$7,848.74
	305 - Capital Facility Fees		305.11000 (Cash)			\$7,848.74
88646	Paying Fund	Open		Accounts Payable	ELITE LANDSCAPING INC	\$109,273.11
			Cash Amount			Amount

# Payment Register

From Payment Date: 5/18/2012 - To Payment Date: 5/24/2012

88647	215 - Streets - Grant Funded Projects	215.11000 (Cash)	ENGINEERED FIRE SYST INC	\$109,273.11
	05/24/2012 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$990.00
88648	110 - General Fund	110.11000 (Cash)	EQUIFAX	\$12.83
	05/24/2012 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$417.60
88649	255 - CDBG	255.11000 (Cash)	FEDERAL EXPRESS	\$12.83
	05/24/2012 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$321.53
	110 - General Fund	110.11000 (Cash)		\$34.89
	255 - CDBG	255.11000 (Cash)		\$32.59
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$16.46
	420 - WATER	420.11000 (Cash)		\$12.13
	426 - Transit - BLAST	426.11000 (Cash)		
88650	05/24/2012 Open	Accounts Payable	FITZPATRICK HOMES TURLOCK LLC	\$192,149.62
	Paying Fund	Cash Amount		
88651	307 - NE Turlock Master Plan	307.11000 (Cash)	FLORSHEIM HOMES	\$192,149.62
	05/24/2012 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$66,523.50
88652	307 - NE Turlock Master Plan	307.11000 (Cash)	GAGAN INC	\$24.00
	05/24/2012 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$24.00
88653	110 - General Fund	110.11000 (Cash)	GEOANALYTICAL LAB INC	\$11,301.09
	05/24/2012 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$9,104.29
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$2,196.80
88654	420 - WATER	420.11000 (Cash)	GOMES & SONS INC, JOE M	\$25,067.18
	05/24/2012 Open	Accounts Payable		
	Paying Fund	Cash Amount		\$15,236.10
	110 - General Fund	110.11000 (Cash)		\$639.92
	205 - Sports Facilities	205.11000 (Cash)		\$1,235.95
	217 - Streets - Gas Tax	217.11000 (Cash)		\$1,791.19
	246 - Landscape Assessment	246.11000 (Cash)		\$92.32
	255 - CDBG	255.11000 (Cash)		\$217.62
	405 - Building	405.11000 (Cash)		\$3,117.77
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		\$966.16
	420 - WATER	420.11000 (Cash)		

# Payment Register

From Payment Date: 5/18/2012 - To Payment Date: 5/24/2012

88655	425 - Transit - Dial A Ride	425.11000 (Cash)			\$1,018.22
	426 - Transit - BLAST	426.11000 (Cash)			\$449.41
	502 - Engineering	502.11000 (Cash)			\$199.42
	505 - Fleet	505.11000 (Cash)			\$103.10
	05/24/2012 Open	Accounts Payable	GROENIGER & CO INC		\$4,327.55
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$3,337.55
	420 - WATER	420.11000 (Cash)			\$990.00
88656	05/24/2012 Open	Accounts Payable	HARDER'S PRINT SHOP INC		\$384.41
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$384.41
88657	05/24/2012 Open	Accounts Payable	HILMAR READY MIX		\$169.11
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$169.11
88658	05/24/2012 Open	Accounts Payable	HOWK SYSTEMS INC		\$17,375.75
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)			\$17,375.75
88659	05/24/2012 Open	Accounts Payable	HUNTINGTON COURT REPORTER		\$766.08
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$766.08
88660	05/24/2012 Open	Accounts Payable	IMAGE UNIFORMS(STANS) INC		\$185.68
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$185.68
88661	05/24/2012 Open	Accounts Payable	INTELLI-TECHNOLOGIES AND SERVICES INC		\$1,115.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$1,115.00
88662	05/24/2012 Open	Accounts Payable	ITRON INC		\$5,368.75
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)			\$5,368.75
88663	05/24/2012 Open	Accounts Payable	JC WILLIAMS CO A CALIFORNIA CORPORATION		\$13,773.00
	Paying Fund	Cash Amount		Amount	
	307 - NE Turlock Master Plan	307.11000 (Cash)			\$13,773.00
88664	05/24/2012 Open	Accounts Payable	JKB HOMES NORCAL INC		\$13,773.00
	Paying Fund	Cash Amount		Amount	
	307 - NE Turlock Master Plan	307.11000 (Cash)			\$13,773.00

# Payment Register

From Payment Date: 5/18/2012 - To Payment Date: 5/24/2012

88665	05/24/2012	Open	Accounts Payable	MISSION LINEN SUPPLY INC	Amount
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$836.39
	205 - Sports Facilities		205.11000 (Cash)		\$115.51
	217 - Streets - Gas Tax		217.11000 (Cash)		\$139.97
	246 - Landscape Assessment		246.11000 (Cash)		\$165.67
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,627.84
	420 - WATER		420.11000 (Cash)		\$181.25
	505 - Fleet		505.11000 (Cash)		\$216.85
88666	05/24/2012	Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS	\$4,034.57
	Paying Fund		Cash Amount		
	110 - General Fund		110.11000 (Cash)		\$1,879.42
	204 - AB 939 Integrated Waste Mgmt		204.11000 (Cash)		\$203.34
	255 - CDBG		255.11000 (Cash)		\$106.84
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$1,399.47
	420 - WATER		420.11000 (Cash)		\$89.17
	502 - Engineering		502.11000 (Cash)		\$356.33
88667	05/24/2012	Open	Accounts Payable	MORRISON HOMES	\$75,660.50
	Paying Fund		Cash Amount		
	307 - NE Turlock Master Plan		307.11000 (Cash)		\$75,660.50
88668	05/24/2012	Open	Accounts Payable	NEW WORLD SYSTEM CORP	\$5,395.00
	Paying Fund		Cash Amount		
	240 - Small Equipment Replacement		240.11000 (Cash)		\$5,395.00
88669	05/24/2012	Open	Accounts Payable	OWEN EQUIPMENT SALES	\$7,499.49
	Paying Fund		Cash Amount		
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$7,499.49
88670	05/24/2012	Open	Accounts Payable	P E R S ACTNG DIV	\$293,027.97
	Paying Fund		Cash Amount		
	104 - Payroll Clearing Fund		104.11000 (Cash)		\$284,813.04
	110 - General Fund		110.11000 (Cash)		\$7,893.62
	205 - Sports Facilities		205.11000 (Cash)		\$3.76
	217 - Streets - Gas Tax		217.11000 (Cash)		\$13.25
	246 - Landscape Assessment		246.11000 (Cash)		\$15.04
	265 - Fire Department Grants		265.11000 (Cash)		\$55.65
	266 - Police Services Grants		266.11000 (Cash)		\$89.68
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		\$99.68
	420 - WATER		420.11000 (Cash)		\$34.53

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88671	505 - Fleet	505.11000 (Cash)							\$9.72
	05/24/2012	Open	Accounts Payable	P G & E					\$186.15
	Paying Fund	Cash Amount						Amount	
	110 - General Fund	110.11000 (Cash)							\$175.26
	625 - Successor Agency - LMI	625.11000 (Cash)							\$10.89
88672	05/24/2012	Open	Accounts Payable	PACIFIC STORAGE COMPANY					\$313.00
	Paying Fund	Cash Amount						Amount	
	110 - General Fund	110.11000 (Cash)							\$313.00
88673	05/24/2012	Open	Accounts Payable	PARK MD, VERNON G					\$300.00
	Paying Fund	Cash Amount						Amount	
	110 - General Fund	110.11000 (Cash)							\$300.00
88674	05/24/2012	Open	Accounts Payable	PRECISION CUSTOM WIRING					\$2,838.84
	Paying Fund	Cash Amount						Amount	
	112 - Capital Purchases	112.11000 (Cash)							\$2,838.84
88675	05/24/2012	Open	Accounts Payable	PRESORT CTR STOCKTON INC					\$9,029.20
	Paying Fund	Cash Amount						Amount	
	110 - General Fund	110.11000 (Cash)							\$3,009.74
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)							\$3,009.73
	420 - WATER	420.11000 (Cash)							\$3,009.73
88676	05/24/2012	Open	Accounts Payable	QUEST DIAGNOSTICS					\$110.22
	Paying Fund	Cash Amount						Amount	
	110 - General Fund	110.11000 (Cash)							\$110.22
88677	05/24/2012	Open	Accounts Payable	RAY MORGAN COMPANY					\$2,352.30
	Paying Fund	Cash Amount						Amount	
	110 - General Fund	110.11000 (Cash)							\$1,752.70
	205 - Sports Facilities	205.11000 (Cash)							\$10.68
	217 - Streets - Gas Tax	217.11000 (Cash)							\$3.73
	246 - Landscape Assessment	246.11000 (Cash)							\$3.73
	405 - Building	405.11000 (Cash)							\$58.23
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)							\$209.46
	420 - WATER	420.11000 (Cash)							\$7.16
	502 - Engineering	502.11000 (Cash)							\$280.42
	505 - Fleet	505.11000 (Cash)							\$26.19
88678	05/24/2012	Open	Accounts Payable	SAFE-T-LITE CO INC					\$433.73
	Paying Fund	Cash Amount						Amount	
	121 - Tourism - City Share	121.11000 (Cash)							\$433.73
88679	05/24/2012	Open	Accounts Payable	SAFETY-KLEEN CORPORATION					\$134.00

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Paying Fund	Cash Amount	Amount
88680	410 - WATER QUALITY CONTROL (WQC) 05/24/2012 Open	\$134.00
	Accounts Payable	SCOTT COMMUNICATIONS INC
	Paying Fund	Amount
88681	116 - Special Public Safety 05/24/2012 Open	\$8,700.00
	Accounts Payable	SCOTT'S PPE RECON
	Paying Fund	Amount
88682	110 - General Fund 05/24/2012 Open	\$568.84
	Accounts Payable	SIERRA CHEMICAL CO
	Paying Fund	Amount
88683	410 - WATER QUALITY CONTROL (WQC) 05/24/2012 Open	\$6,237.45
	Accounts Payable	SPRINT
	Paying Fund	Amount
	110 - General Fund	\$2,185.72
	205 - Sports Facilities	\$89.12
	217 - Streets - Gas Tax	\$116.08
	246 - Landscape Assessment	\$20.14
	270 - Recreation Grants	\$17.82
	405 - Building	\$36.00
	410 - WATER QUALITY CONTROL (WQC)	\$318.47
	420 - WATER	\$313.37
	426 - Transit - BLAST	\$72.28
	502 - Engineering	\$397.00
	505 - Fleet	\$46.73
88684	05/24/2012 Open	\$2,824.50
	Accounts Payable	STANISLAUS REGIONAL TRANS
	Paying Fund	Amount
88685	110 - General Fund 05/24/2012 Open	\$2,824.50
	Accounts Payable	STATE OF CALIFORNIA
	Paying Fund	Amount
88686	110 - General Fund 05/24/2012 Open	\$1,228.00
	Accounts Payable	T I D
	Paying Fund	Amount
	110 - General Fund	\$3,268.13
	216 - Streets - Local Transportation	\$25,112.21
	410 - WATER QUALITY CONTROL (WQC)	\$448.53
	420 - WATER	\$1,600.98
	426 - Transit - BLAST	\$62.72

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Account #	Date	Open	Paying Fund	Account Type	Account Name	Amount
88687	05/24/2012	Open	110 - General Fund	Cash Amount	TOWER ENTERPRISE	\$519.64
88688	05/24/2012	Open	110 - General Fund	Accounts Payable	TURLOCK CITY TOW INC	\$235.00
88689	05/24/2012	Open	110 - General Fund	Cash Amount	TURLOCK DOWNTOWN &	\$15,000.00
88690	05/24/2012	Open	706 - PBID #2	Accounts Payable	US BANK-VISA	\$49,935.10
88691	05/24/2012	Open	110 - General Fund	Cash Amount	VAN DE POL ENTERPRISE INC	\$441.14
88692	05/24/2012	Open	110 - General Fund	Accounts Payable	VETERINARY MED CTR INC	\$390.00
88693	05/24/2012	Open	203 - Animal Fee Forfeiture	Cash Amount	WORK WELLNESS	\$1,300.00

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Check #	Account	Payee	Amount	Reconciled Amount
88694	110 - General Fund 05/24/2012 Open Paying Fund	Accounts Payable ZALREICH CHEMICAL CO INC	\$1,300.00 \$16,608.33	\$16,608.33
88695	410 - WATER QUALITY CONTROL (WQC) 05/24/2012 Open Paying Fund	Accounts Payable BENERE, JOHN	\$18.00	\$18.00
88696	203 - Animal Fee Forfeiture 05/24/2012 Open Paying Fund	Accounts Payable DELGADILLO, JOSE	\$300.00	\$300.00
88697	110 - General Fund 05/24/2012 Open Paying Fund	Accounts Payable DRAGER SAFETY DIAGNOSTICS, INC.	\$80.65	\$80.65
88698	266 - Police Services Grants 05/24/2012 Open Paying Fund	Accounts Payable GOMEZ, MARK	\$600.00	\$600.00
88699	110 - General Fund 05/24/2012 Open Paying Fund	Accounts Payable LAZAR, JOHN	\$232.00	\$232.00
88700	110 - General Fund 05/24/2012 Open Paying Fund	Accounts Payable NOAIN, JONI	\$18.00	\$18.00
88701	203 - Animal Fee Forfeiture 05/24/2012 Open Paying Fund	Accounts Payable SANCHEZ, ANTONIO	\$18.00	\$18.00
88702	203 - Animal Fee Forfeiture 05/24/2012 Open Paying Fund	Accounts Payable STANISLAUS CONSOLIDATED FPD	\$86.64	\$86.64
88703	110 - General Fund 05/24/2012 Open Paying Fund	Accounts Payable YOUKHANA, ALEN	\$18.00	\$18.00
Type Check Totals:			\$1,429,487.31	
AP - Accounts Payable Totals			78 Transactions	
Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$1,429,487.31	\$0.00

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Reconciled	0	\$0.00	\$0.00
Voided	0	\$0.00	\$0.00
Stopped	0	\$0.00	\$0.00
<b>Total</b>	<b>78</b>	<b>\$1,429,487.31</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$1,429,487.31	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>78</b>	<b>\$1,429,487.31</b>	<b>\$0.00</b>

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$1,429,487.31	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>78</b>	<b>\$1,429,487.31</b>	<b>\$0.00</b>

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	78	\$1,429,487.31	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	<b>Total</b>	<b>78</b>	<b>\$1,429,487.31</b>	<b>\$0.00</b>

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
88704	05/31/2012	Open			Accounts Payable	A & A PORTABLES INC	\$376.00		
	Paying Fund			Cash Amount					
	301 - Capital Improvement			301.11000 (Cash)					
88705	05/31/2012	Open			Accounts Payable	ACCOMTEMPMS INC	\$349.80		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					
	420 - WATER			420.11000 (Cash)					
88706	05/31/2012	Open			Accounts Payable	AFLAC	\$4,402.96		
	Paying Fund			Cash Amount					
	104 - Payroll Clearing Fund			104.11000 (Cash)					
88707	05/31/2012	Open			Accounts Payable	ALFRED MATTHEWS COLLISION	\$624.62		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)					
88708	05/31/2012	Open			Accounts Payable	AMERICA'S AUTO GLASS	\$143.59		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)					
	255 - CDBG			255.11000 (Cash)					
88709	05/31/2012	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	\$317.10		
	Paying Fund			Cash Amount					
	502 - Engineering			502.11000 (Cash)					
88710	05/31/2012	Open			Accounts Payable	ANDREWS ELECTRIC MOTORS	\$1,436.61		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					
88711	05/31/2012	Open			Accounts Payable	APPLIED INDUST TECH	\$1,009.86		
	Paying Fund			Cash Amount					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					
88712	05/31/2012	Open			Accounts Payable	AT&T / CALNET 2	\$4,242.19		
	Paying Fund			Cash Amount					
	110 - General Fund			110.11000 (Cash)					
	205 - Sports Facilities			205.11000 (Cash)					
	405 - Building			405.11000 (Cash)					
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)					
	420 - WATER			420.11000 (Cash)					

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88713	426 - Transit - BLAST	426.11000 (Cash)			\$66.22
	501 - Information Technology	501.11000 (Cash)			\$84.83
	502 - Engineering	502.11000 (Cash)			\$14.73
	505 - Fleet	505.11000 (Cash)			\$95.81
	05/31/2012 Open	Accounts Payable	AT&T INFO SYSTEM		\$357.18
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$357.18
88714	05/31/2012 Open	Accounts Payable	AT&T MOBILITY		\$389.52
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$239.58
	501 - Information Technology	501.11000 (Cash)			\$149.94
88715	05/31/2012 Open	Accounts Payable	AVAYA INC		\$280.02
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$280.02
88716	05/31/2012 Open	Accounts Payable	BALSWICK'S TIRE SHOP INC		\$3,015.16
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$1,624.56
	246 - Landscape Assessment	246.11000 (Cash)			\$83.98
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$704.52
	425 - Transit - Dial A Ride	425.11000 (Cash)			\$602.10
88717	05/31/2012 Open	Accounts Payable	BOBO CONSTRUCTIONS INC		\$199,932.04
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			\$199,932.04
88718	05/31/2012 Open	Accounts Payable	CALIF DEPT OF TRANS		\$128.69
	Paying Fund	Cash Amount		Amount	
	216 - Streets - Local Transportation	216.11000 (Cash)			\$128.69
88719	05/31/2012 Open	Accounts Payable	CAROLLO ENGINEERS		\$77,304.98
	Paying Fund	Cash Amount		Amount	
	415 - Sewer Bond Projects	415.11000 (Cash)			\$62,717.63
	420 - WATER	420.11000 (Cash)			\$14,587.35
88720	05/31/2012 Open	Accounts Payable	CELLEBRITE USA CORP		\$1,099.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)			\$1,099.00
88721	05/31/2012 Open	Accounts Payable	CEN CAL FIRE SYSTEMS INC		\$9,706.95
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			\$9,706.95
88722	05/31/2012 Open	Accounts Payable	CENTRAL VALLEY COMMUNITY		\$1,529.25

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Paying Fund	Cash Amount	BANK	Amount
88723	305 - Capital Facility Fees 05/31/2012 Open	Accounts Payable CERES COURIER INC, THE	\$1,529.25
	Paying Fund		\$130.00
88724	110 - General Fund 05/31/2012 Open	Accounts Payable CHARTER COMMUNICATIONS	\$234.96
	Paying Fund		\$50,000.00
88725	410 - WATER QUALITY CONTROL (WQC) 501 - Information Technology 05/31/2012 Open	Accounts Payable CITY OF OAKDALE	\$134.98 \$99.98
	Paying Fund		\$50,000.00
88726	256 - Stanislaus Housing Consortia 05/31/2012 Open	Accounts Payable CITY OF TURLOCK - CASH	\$50,000.00
	Paying Fund		\$130.81
88727	110 - General Fund 202 - Bicycle Safety 405 - Building 426 - Transit - BLAST 502 - Engineering 05/31/2012 Open	Accounts Payable CODE PUBLISHING COMPANY	\$65.93 \$19.08 \$31.00 \$3.00 \$11.80
	Paying Fund		\$18.00
88728	110 - General Fund 05/31/2012 Open	Accounts Payable COMBINED BENEFITS ADMIN C	\$18.00
	Paying Fund		\$107,063.59
88729	511 - Health Insurance 05/31/2012 Open	Accounts Payable COMBINED BENEFITS ADMIN=	\$107,063.59
	Paying Fund		\$130,615.88
88730	511 - Health Insurance 05/31/2012 Open	Accounts Payable COUNTY BANK VISA	\$130,615.88
	Paying Fund		\$5,351.66
88731	110 - General Fund 266 - Police Services Grants 05/31/2012 Open	Accounts Payable DELTA WIRELESS & NETWORK	\$5,125.38 \$226.28
	Paying Fund		\$663.58
	246 - Landscape Assessment 410 - WATER QUALITY CONTROL (WQC)		\$132.72 \$398.16

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88732	420 - WATER 05/31/2012 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	DOWNEY BRAND ATTORNEYS	Amount	\$132.70
			Cash Amount				\$635.50
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				\$487.00
	420 - WATER		420.11000 (Cash)				\$148.50
88733	05/31/2012 Paying Fund	Open	Accounts Payable	DULEY'S LANDSCAPING INC	Amount	\$14,103.81	
			Cash Amount				\$426.00
	305 - Capital Facility Fees		305.11000 (Cash)		FARIA, JAMIE		\$14,103.81
88734	05/31/2012 Paying Fund	Open	Accounts Payable		Amount		\$427.50
	104 - Payroll Clearing Fund		104.11000 (Cash)				(\$1.50)
	110 - General Fund		110.11000 (Cash)				
88735	05/31/2012 Paying Fund	Open	Accounts Payable	FERGUSON ENTERPRISES INC	Amount	\$7,422.66	
			Cash Amount				\$7,422.66
88736	420 - WATER 05/31/2012 Paying Fund	Open	420.11000 (Cash)	Accounts Payable	FRAZIER MASONRY CORP	Amount	\$21,010.79
			Cash Amount				\$3,237.40
88737	305 - Capital Facility Fees 05/31/2012 Paying Fund	Open	305.11000 (Cash)	Accounts Payable	GEOANALYTICAL LAB INC	Amount	\$21,010.79
			Cash Amount				\$2,293.20
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				\$944.20
	420 - WATER		420.11000 (Cash)				
88738	05/31/2012 Paying Fund	Open	Accounts Payable	GOLDEN STATE STEEL INC	Amount	\$13,763.25	
			Cash Amount				\$806.93
	305 - Capital Facility Fees		305.11000 (Cash)		GROENIGER & CO INC		\$13,763.25
88739	05/31/2012 Paying Fund	Open	Accounts Payable		Amount		\$806.93
			Cash Amount				\$806.93
88740	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	Accounts Payable	GUINN III, MARVIN, OLIVER	Amount	\$201.50
	05/31/2012 Paying Fund	Open	Accounts Payable		Amount		\$15,566.70
			Cash Amount				\$201.50
	110 - General Fund		110.11000 (Cash)				
88741	05/31/2012 Paying Fund	Open	Accounts Payable	HARRIS BUILDERS INC	Amount	\$7,783.36	
			Cash Amount				\$3,891.67
	241 - Asset Replacement		241.11000 (Cash)				\$3,891.67
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)				
	420 - WATER		420.11000 (Cash)				
88742	05/31/2012 Paying Fund	Open	Accounts Payable	HOLT OF CALIFORNIA INC	Amount	\$520.77	

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Paying Fund	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$520.77
05/31/2012 Open	Accounts Payable	HONDA KAWASAKI OF MODESTO
Paying Fund	Cash Amount	Amount
266 - Police Services Grants	266.11000 (Cash)	\$128.81
05/31/2012 Open	Accounts Payable	HOWK SYSTEMS INC
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$20,293.88
420 - WATER	420.11000 (Cash)	\$4,068.44
05/31/2012 Open	Accounts Payable	HUB INTL OF CA INS SVC
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$378.06
05/31/2012 Open	Accounts Payable	INDEPENDENT ELECTRIC INC
Paying Fund	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$657.10
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$4,402.38
420 - WATER	420.11000 (Cash)	\$3,727.04
05/31/2012 Open	Accounts Payable	ING LIFE INSURANCE AND
Paying Fund	Cash Amount	Amount
104 - Payroll Clearing Fund	104.11000 (Cash)	\$147.34
05/31/2012 Open	Accounts Payable	ITRON INC
Paying Fund	Cash Amount	Amount
420 - WATER	420.11000 (Cash)	\$81,408.63
05/31/2012 Open	Accounts Payable	JARVIS FAY & DOPORTO LLP
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$4,504.99
05/31/2012 Open	Accounts Payable	JCS PROPERTIES INC
Paying Fund	Cash Amount	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	\$1,775.17
05/31/2012 Open	Accounts Payable	JENSEN & ASSOCIATES INC, HARVEY C.
Paying Fund	Cash Amount	Amount
255 - CDBG	255.11000 (Cash)	\$1,200.00
05/31/2012 Open	Accounts Payable	KAMPS PROPANE INC
Paying Fund	Cash Amount	Amount
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	\$37.00
05/31/2012 Open	Accounts Payable	L C ACTION
Paying Fund	Cash Amount	Amount

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Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$1,352.55
88754 05/31/2012 Open	Accounts Payable	LEHIGH HANSON INC
Paying Fund	Cash Amount	Amount
217 - Streets - Gas Tax	217.11000 (Cash)	\$3,359.72
88755 05/31/2012 Open	Accounts Payable	LINCOLN EQUIPMENT INC
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$799.50
88756 05/31/2012 Open	Accounts Payable	MAGIC SANDS MOBILE HOME
Paying Fund	Cash Amount	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	\$260.64
88757 05/31/2012 Open	Accounts Payable	MARK III CONSTRUCTION INC
Paying Fund	Cash Amount	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$34,933.50
88758 05/31/2012 Open	Accounts Payable	MCI ENGINEERING
Paying Fund	Cash Amount	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$28,754.71
88759 05/31/2012 Open	Accounts Payable	MO-CAL OFFICE SOLUTIONS
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$210.52
88760 05/31/2012 Open	Accounts Payable	MULBERRY MOBILE PARK
Paying Fund	Cash Amount	Amount
625 - Successor Agency - LMI	625.11000 (Cash)	\$117.17
88761 05/31/2012 Open	Accounts Payable	MUNISERVICES LLC
Paying Fund	Cash Amount	Amount
110 - General Fund	110.11000 (Cash)	\$796.41
88762 05/31/2012 Open	Accounts Payable	NEIL O ANDERSON AND ASSOC
Paying Fund	Cash Amount	Amount
305 - Capital Facility Fees	305.11000 (Cash)	\$13,189.00
88763 05/31/2012 Open	Accounts Payable	NEW WORLD SYSTEM CORP
Paying Fund	Cash Amount	Amount
240 - Small Equipment Replacement	240.11000 (Cash)	\$4,065.70
88764 05/31/2012 Open	Accounts Payable	NUCP TURLOCK LLC
Paying Fund	Cash Amount	Amount
411 - Storm Drainage Construction	411.11000 (Cash)	\$32,359.59
88765 05/31/2012 Open	Accounts Payable	OTIS ELEVATOR CO INC
Paying Fund	Cash Amount	Amount

# Payment Register

From Payment Date: 5/25/2012 - To Payment Date: 5/31/2012

88766	110 - General Fund 05/31/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	P E R S ACTNG DIV	Amount	\$2,650.95
	104 - Payroll Clearing Fund	Cash Amount			\$19,396.43
	110 - General Fund	104.11000 (Cash)			\$516.12
88767	05/31/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	PATRIAS ELEC CONT, DARRAL	Amount	\$313,669.65
	305 - Capital Facility Fees	Cash Amount			\$313,669.65
88768	05/31/2012 Open Paying Fund	305.11000 (Cash) Accounts Payable	PITASSI CONST INC, TIM	Amount	\$660.00
	110 - General Fund	Cash Amount			\$1,100.00
	420 - WATER	110.11000 (Cash)			(\$440.00)
88769	05/31/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable	R & B COMPANY	Amount	\$612.04
	420 - WATER	Cash Amount			\$612.04
88770	05/31/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable	RAYCO INDUSTRIAL SUP INC	Amount	\$101.16
	410 - WATER QUALITY CONTROL (WQC)	Cash Amount			\$101.16
88771	05/31/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	ROBIC REFRIGERATION INC	Amount	\$1,698.83
	110 - General Fund	Cash Amount			\$1,698.83
88772	05/31/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	SECURE DELIVERY	Amount	\$123.00
	420 - WATER	Cash Amount			\$123.00
88773	05/31/2012 Open Paying Fund	420.11000 (Cash) Accounts Payable	SHELL FLEET PLUS	Amount	\$412.55
	110 - General Fund	Cash Amount			\$315.28
	266 - Police Services Grants	110.11000 (Cash)			\$97.27
88774	05/31/2012 Open Paying Fund	266.11000 (Cash) Accounts Payable	SIERRA CHEMICAL CO	Amount	\$2,079.15
	410 - WATER QUALITY CONTROL (WQC)	Cash Amount			\$2,079.15
88775	05/31/2012 Open Paying Fund	410.11000 (Cash) Accounts Payable	SUPPORT PAYMENT CLEARING	Amount	\$439.13
	104 - Payroll Clearing Fund	Cash Amount			\$440.13
	110 - General Fund	104.11000 (Cash)			(\$1.00)
88776	05/31/2012 Open Paying Fund	110.11000 (Cash) Accounts Payable	T I D	Amount	\$48,264.74
		Cash Amount			

# Payment Register

From Payment Date: 5/25/2012 - To Payment Date: 5/31/2012

110 - General Fund	110.11000 (Cash)			\$1,173.14
205 - Sports Facilities	205.11000 (Cash)			\$1,105.46
216 - Streets - Local Transportation	216.11000 (Cash)			\$11,462.35
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$1,941.13
420 - WATER	420.11000 (Cash)			\$32,345.49
426 - Transit - BLAST	426.11000 (Cash)			\$237.17
05/31/2012	Accounts Payable	TARLTON & SON INC		\$81,058.05
Paying Fund	Cash Amount		Amount	
305 - Capital Facility Fees	305.11000 (Cash)			\$81,058.05
05/31/2012	Accounts Payable	TNG HYDRAULICS		\$4.42
Paying Fund	Cash Amount		Amount	
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$4.42
05/31/2012	Accounts Payable	TURF STAR		\$661.62
Paying Fund	Cash Amount		Amount	
205 - Sports Facilities	205.11000 (Cash)			\$246.72
246 - Landscape Assessment	246.11000 (Cash)			\$227.07
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$187.83
05/31/2012	Accounts Payable	UNITED PARCEL SERVICE INC		\$124.92
Paying Fund	Cash Amount		Amount	
204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)			\$124.92
05/31/2012	Accounts Payable	UNIVAR USA INC		\$5,297.85
Paying Fund	Cash Amount		Amount	
410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			\$5,297.85
05/31/2012	Accounts Payable	US BANK OFFICE EQUIPMENT		\$459.51
Paying Fund	Cash Amount		Amount	
110 - General Fund	110.11000 (Cash)			\$153.89
502 - Engineering	502.11000 (Cash)			\$305.62
05/31/2012	Accounts Payable	WESTERN VIEW MOBILE RANCH		\$2,948.01
Paying Fund	Cash Amount		Amount	
625 - Successor Agency - LMI	625.11000 (Cash)			\$2,948.01
05/31/2012	Accounts Payable	WESTFORK ESTATES		\$688.30
Paying Fund	Cash Amount		Amount	
625 - Successor Agency - LMI	625.11000 (Cash)			\$688.30
05/31/2012	Accounts Payable	WLC ARCHITECTS INC		\$110,266.52
Paying Fund	Cash Amount		Amount	
305 - Capital Facility Fees	305.11000 (Cash)			\$110,266.52
05/31/2012	Accounts Payable	YORK INSURANCE SV GRP INC		\$8,095.67

# Payment Register

From Payment Date: 5/25/2012 - To Payment Date: 5/31/2012

Paying Fund	Cash Amount	Amount
88787	510 - Workers Compensation Ins 5/31/2012 Open	\$8,095.67
	Accounts Payable	ZALREICH CHEMICAL CO INC
	Cash Amount	\$16,761.06
88788	410 - WATER QUALITY CONTROL (WQC) 5/31/2012 Open	\$16,761.06
	Accounts Payable	ZEE MEDICAL SERVICE CO
	Cash Amount	\$45.63
88789	217 - Streets - Gas Tax 5/31/2012 Open	\$45.63
	Accounts Payable	BEST WESTERN PLUS DE ANZA INN
	Cash Amount	\$467.00
88790	110 - General Fund 5/31/2012 Open	\$467.00
	Accounts Payable	BEST WESTERN PLUS DE ANZA INN
	Cash Amount	\$467.00
88791	110 - General Fund 5/31/2012 Open	\$467.00
	Accounts Payable	BEST WESTERN PLUS DE ANZA INN
	Cash Amount	\$467.00
88792	110 - General Fund 5/31/2012 Open	\$467.00
	Accounts Payable	BEST WESTERN PLUS DE ANZA INN
	Cash Amount	\$62.70
88793	110 - General Fund 5/31/2012 Open	\$62.70
	Accounts Payable	BREWER, JAMES
	Cash Amount	\$58.76
88794	110 - General Fund 5/31/2012 Open	\$58.76
	Accounts Payable	CERVANTEZ, MICHAEL
	Cash Amount	\$285.00
88795	110 - General Fund 5/31/2012 Open	\$285.00
	Accounts Payable	FORSYTHE, KEVIN
	Cash Amount	\$1,876.53
88796	110 - General Fund 5/31/2012 Open	\$1,876.53
	Accounts Payable	HAGGSTROM, SCOTT
	Cash Amount	\$290.00
88797	110 - General Fund 5/31/2012 Open	\$290.00
	Accounts Payable	HALL, DAVID
	Cash Amount	

# Payment Register

From Payment Date: 5/25/2012 - To Payment Date: 5/31/2012

88798	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	HARCKSEN, MIKE	Amount	\$290.00
88799	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	HEPPNER, PAUL	Amount	\$285.00
88800	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	HERNANDEZ, DOMINIC	Amount	\$52.34
88801	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	HERNANDEZ, DOMINIC	Amount	\$68.27
88802	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	HERNANDEZ, DOMINIC	Amount	\$290.00
88803	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	International Institute of Municipal Clerks	Amount	\$175.00
88804	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	LEWIS, CLIFF	Amount	\$69.18
88805	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	LEWIS, CLIFF	Amount	\$290.00
88806	621 - Successor Agency - Non LMI 05/31/2012 Paying Fund	Open	621.11000 (Cash) Accounts Payable Cash Amount	McNally-Dial, Heidi	Amount	\$600.00
88807	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	MODESTO RADIOLOGICAL	Amount	\$40.00
88808	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	NICHOLAS, ANNA	Amount	\$245.28
88809	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	RAUMANN, NEIL	Amount	\$57.94
88809	110 - General Fund 05/31/2012 Paying Fund	Open	110.11000 (Cash) Accounts Payable Cash Amount	RODRIGUEZ, JOEY	Amount	\$290.00

# Payment Register

From Payment Date: 5/25/2012 - To Payment Date: 5/31/2012

88810	110 - General Fund 05/31/2012	Open	110.11000 (Cash)	Accounts Payable	SANTA ROSA JUNIOR COLLEGE	\$290.00	
	Paying Fund		Cash Amount			\$224.00	
88811	110 - General Fund 05/31/2012	Open	110.11000 (Cash)	Accounts Payable	SBRPSTC	\$420.00	
	Paying Fund		Cash Amount				
88812	110 - General Fund 05/31/2012	Open	110.11000 (Cash)	Accounts Payable	ULRICH, MATT	\$55.33	
	Paying Fund		Cash Amount				
88813	110 - General Fund 05/31/2012	Open	110.11000 (Cash)	Accounts Payable	WALKER, SHAUN	\$193.00	
	Paying Fund		Cash Amount				
	110 - General Fund		110 Transactions			\$1,546,248.80	

Type Check Totals:

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$1,546,248.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	110	\$1,546,248.80	\$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$1,546,248.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	110	\$1,546,248.80	\$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$1,546,248.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	110	\$1,546,248.80	\$0.00

# Payment Register

From Payment Date: 5/25/2012 - To Payment Date: 5/31/2012

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	110	\$1,546,248.80	\$0.00
	Reconciled	0	\$0.00	\$0.00
	Voided	0	\$0.00	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	110	\$1,546,248.80	\$0.00

OCTOBER 6, 2009  
7:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California



DRAFT

5B<sup>1</sup>  
MINUTES  
Special Meeting  
Turlock City Council

1. **CALL TO ORDER** - Mayor Lazar called the meeting to order at approximately 7:00 p.m.  
PRESENT: Councilmembers Amy Bublak, Ted Howze, Mary Jackson, Kurt Spycher, and Mayor John S. Lazar.  
ABSENT: None

2. **PUBLIC PARTICIPATION:** No one spoke.

3. **CLOSED SESSION**

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

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

Conference with Real Property Negotiators, Cal. Gov't Code §54956.8  
Property: 216 North Broadway, Turlock, APN 061-011-058  
Agency Negotiator: Roy W. Wasden  
Negotiating Parties: Patrick Jensen dba Paul's Glass Company  
Under Negotiation: Price and Terms of Payment

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

4. **ADJOURNMENT**

Mayor Lazar adjourned the meeting.

RESPECTFULLY SUBMITTED

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Rhonda Greenlee, CMC  
City Clerk



DRAFT

5B<sup>2</sup>

MINUTES  
*Special Meeting*

FEBRUARY 24, 2011  
6:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

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DRAFT

Citizens met with Federal, state and local governmental representatives. No action taken.

RESPECTFULLY SUBMITTED

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Maryn Pitt

DRAFT

JUNE 12, 2012  
7:00 p.m.  
City of Turlock Yosemite Room  
156 S. Broadway, Turlock, California

DRAFT

1.
  - A. **CALL TO ORDER** –Vice-Mayor Jackson called the meeting to order at 7:01 p.m.  
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Forrest White, and Vice-Mayor Jackson  
ABSENT: Mayor John S. Lazar
  - B. **SALUTE TO THE FLAG**
2. **PROCLAMATIONS, PRESENTATIONS, RECOGNITIONS, ANNOUNCEMENTS & APPOINTMENTS:**
  - A. Vice-Mayor Jackson presented a Proclamation to Michelle Gill of the Society for the Handicapped in honor of Disability Awareness Month in Stanislaus County, June 2012.
  - B. Vice-Mayor Jackson presented a Proclamation to Turlock Station Commander Staff Sgt. Robert Kruppstadt, Sgt. 1<sup>st</sup> Class Michael Pharr, Staff Sgt. Ryan Muessiq, and Sgt. Jose Bonilla of the United States Army in honor of United States Army Week, June 11-16, 2012.
  - C. Vice-Mayor Jackson recommended the following appointments to the Development Collaborative Advisory Committee: Ron Eivaz, Roger Gregg, and Jim Shade to terms expiring on June 30, 2013; Robert Fernandes, Jerry Powell, and Buster Lucas to terms expiring on June 30, 2014; and Sharon Silva, Alan Marchant, and James Brenda to terms expiring on June 30, 2015.  
  
**Action:** Motion by Councilmember White, seconded by Councilmember DeHart, appointing the following members to the Development Collaborative Advisory Committee: Ron Eivaz, Roger Gregg, and Jim Shade to terms expiring on June 30, 2013; Robert Fernandes, Jerry Powell, and Buster Lucas to terms expiring on June 30, 2014; and Sharon Silva, Alan Marchant, and James Brenda to terms expiring on June 30, 2015. Motion carried with Mayor Lazar absent.
  - D. Vice-Mayor Jackson introduced Richard Dye of Pacific Gas & Electric who provided Council with information regarding PG&E's Pipeline Safety Enhancement Program including hydrostatic pressure testing they will be conducting within the City of Turlock.
3.
  - A. **SPECIAL BRIEFINGS:** None
  - B. **STAFF UPDATES**
    1. City Clerk Kellie Weaver provided information regarding Board, Commission, and Committee vacancies.
    2. Development Services Director Mike Pitcock provided an update on capital projects, including the Public Safety Facility, Transit Center, Christoffersen Median, Golden State Boulevard/W. Main Street Overlay Project, Soderquist Storm Line, Blue Diamond Project,

and the raising/lowering of the grade by the railroad tracks at Fulkerth Road and Monte Vista Avenue which will necessitate road closures. Vice-Mayor Jackson asked that Monte Vista Crossings businesses be notified in advance of the closure at Monte Vista Avenue.

## C. PUBLIC PARTICIPATION:

Turlock Library Branch Manager Carol Blomquist provided information about upcoming programs and activities at the Turlock Library, including the Summer Reading Program, Crafts Carnival, Magic Dan Program, and the retirement of Susan Guest on June 28, 2012. Ms. Blomquist also thanked everyone who supported Measure T.

## 4. A. MOTION WAIVING READING OF ALL ORDINANCES ON THE AGENDA

**Action:** Motion by Councilmember DeHart, seconded by Councilmember White, to waive reading of all ordinances on the agenda, except by title. Motion carried with Mayor Lazar absent.

## B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

## 5. CONSENT CALENDAR:

**Action:** Motion by Councilmember White, seconded by Councilmember DeHart, and carried with Mayor Lazar absent to adopt the consent calendar as follows:

- A. **Resolution No. 2012-090** Accepting Demands of 5/3/12 in the amount of \$447,576.86; Demands of 5/10/12 in the amount of \$840,506.72; Demands of 5/17/12 in the amount of \$1,808,471.55
- B. Motion: Accepting Minutes of Special Meeting of May 22, 2012; Minutes of Regular Meeting of May 22, 2012
- C. **Resolution No. 2012-091** Approving a Transportation Development Act (TDA) Claim #2 for Non-Transit expenses for Fiscal Year 2011-12 in the amount of \$255,513 and adjusting the projected Local Transportation Revenue in Fund 216 to current StanCOG estimates
- D. **Resolution No. 2012-092** Approving the Transportation Development Act (TDA) Claim for funding of transit activities for Fiscal Year 2012-13
- E. Motion: Approving an exchange agreement between the City of Turlock and Genesis Family Enterprises, Inc., for property located on the corner of North Tegner Road and Taylor Road, as required to complete City Project No. 11-43, "The North Tegner Road Cul-de-sac"
- 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 bid process
- G. 1. Motion: Accepting notification of Contract Change Order No. 1 (Final) for a credit of \$2,437.50 (Fund 301) for City Project No. 12-27, "ADA Improvements at the Southwest Corner of Monte Vista Avenue and Geer Road," bringing the contract total to \$20,326.50  
2. Motion: Accepting improvements for City Project No. 12-27, "ADA Improvements at the Southwest Corner of Monte Vista Avenue and Geer Road," and authorizing the City Engineer to file a Notice of Completion

- H. 1. Motion: Reaffirming the emergency declaration of the City Manager that there is a need to maintain the transition of Monte Vista Avenue with the Union Pacific Railroad without compliance to the formal competitive bid process  
2. Motion: Awarding bid and approving an agreement in the amount of \$60,500 (Fund 217) with George Reed Inc., of Modesto, California, for City Project No. 12-34 "MV and GSB RR Crossing"
- I. Motion: Accepting notification of Contract Change Order No. 1 in the amount of \$6,579.93 (Fund 306) for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," bringing the contract total to \$489,182.53
- J. Motion: Approving an agreement for materials testing and special inspection services in the amount of \$170,000 (Fund 415) with Kleinfelder West, Inc., of Merced, California, for City Project No. 6859, "Harding Drain Bypass Pump Station and Pipeline"
- K. 1. Motion: Approving Amendment No. 1 to Special Services Contract No. 10-775 for Benchmark Engineering, Inc., to extend the term of the agreement to June 30, 2013 to prepare the Morgan Ranch Master Plan and EIR  
2. Motion: Approving Amendment No. 2 to Special Services Contract No. 10-775 for Benchmark Engineering, Inc., to extend the term of the agreement to June 30, 2013 to provide engineering services for the Morgan Ranch Master Plan
- L. Motion: Approving an agreement with All Valley Smog, Inc., of Turlock, California, for smog services for all City fleet vehicles for a period of twelve (12) months, in an amount not to exceed \$3,000
- M. **Resolution No. 2012-093** Appropriating \$3,500 to account number 110-61-622-003.43727 "Turlock Youth Self Defense" from Fund 110 "General Fund" reserve balance, funded by revenue received in 110-61-622-003.35720 "Revenue Turlock Self Defense" for contracted instructor(s) for program classes
- N. **Resolution No. 2012-094** Extending the City of Turlock's Military Leave Policy per Resolution No. 2008-139 for employees involuntarily called to active duty as a result of the nation's war on terrorism
- O. 1. **Resolution No. 2012-095** Calling for the holding of a General Municipal Election to be held on Tuesday, November 6, 2012, for the election of certain officers as required by the provisions of the laws of the State of California relating to general law cities  
2. **Resolution No. 2012-096** Requesting the Board of Supervisors of the County of Stanislaus to consolidate a General Municipal Election to be held on Tuesday, November 6, 2012, with the Statewide General Election to be held on the same date pursuant to §10403 of the Elections Code  
3. **Resolution No. 2012-097** Adopting regulations for candidates for elective office pertaining to candidate's statements submitted to the voters at a General Municipal Election to be held on Tuesday, November 6, 2012  
4. **Resolution No. 2012-098** Setting the deposit fee which will be required of candidates who elect to have a candidate's Statement of Qualifications printed in the ballot pamphlet for the City of Turlock General Municipal Election to be held on November 6, 2012

## 6. FINAL READINGS:

- A. **Ordinance No. 1165-CS**, Amending Turlock Municipal Code Title 6, Chapter 3, Article 1, Section 1, regarding rates for the collection of recyclable waste material as introduced at the May 22, 2012 meeting, was passed and adopted with Mayor Lazar absent.

7. PUBLIC HEARINGS

- A. Police Captain Jeffrey Lopes presented the staff report on the request to amend Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 2, entitled "Tow-Away Zones: Designation."

Vice-Mayor Jackson opened the public hearing. No one spoke. Vice-Mayor Jackson closed the public hearing.

Council discussion included utilization of City staff to place signs, funding sources and costs associated with temporary and/or permanent signage, the possibility of utilizing farmer's market members to place temporary signs with the need for verification by Police staff of proper signage placement before action could be taken, the benefits of permanent signage, and the need to be sensitive to downtown patrons who may leave their vehicles overnight in downtown parking areas that would be affected by the tow away zone.

**Action:** Motion by Councilmember White, seconded by Councilmember Jackson, introducing an Ordinance Amending Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 2, entitled "Tow-Away Zones: Designation" and setting the final reading for June 26, 2012. Motion carried with Councilmember Bublak dissenting and Mayor Lazar absent.

8. SCHEDULED MATTERS:

- A. Housing Program Services Manager/Interim Assistant City Manager presented the staff report on the request to provide direction and authorize potential action on pending State Legislation.

Vice-Mayor Jackson asked for public comment. No one spoke. Vice-Mayor Jackson closed public comment.

Council discussion included the constantly evolving language of the legislation. Councilmember White recommended that no formal action be taken, but that Council should remain in a watch position. Vice-Mayor Jackson confirmed this was the pleasure of Councilmembers present at the meeting. No opposition was expressed.

- B. Development Services Director Mike Pitcock presented the staff report on the request to award bid and approve an agreement with C. Overaa & Co., of Richmond, California, for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion – Phase 1."

Vice-Mayor Jackson asked for public comment. No one spoke. Vice-Mayor Jackson closed public comment.

**Action:** Motion by Councilmember Bublak, seconded by Councilmember DeHart, Awarding bid and approving an agreement in the amount of \$23,090,000 (Fund 415) with C. Overaa & Co., of Richmond, California, for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks

and Secondary Treatment Capacity Expansion - Phase 1." Motion carried with Mayor Lazar absent.

- C. Housing Program Services Manager/Interim Assistant City Manager presented the staff report on the request to authorize the City of Turlock to assume all rights, title and interest from the Stanislaus Community Assistance Project (SCAP) Homeless Prevention and Rapid Re-Housing Grant, execute all necessary agreements, appropriate associated funding, and approve Memorandums of Understanding between the City of Turlock and each of the three (3) service providers.

Vice-Mayor Jackson asked for public comment. No one spoke. Vice-Mayor Jackson closed public comment.

**Action:** **Resolution No. 2012-099** Authorizing the City of Turlock to assume all rights, title and interest from the Stanislaus Community Assistance Project (SCAP) Homeless Prevention and Rapid Re-Housing Grant in the amount of \$284,018 and authorizing the City Manager to execute an assignment and assumption agreement and all HPRP documents and any amendments thereto to effectuate the HPRP contract with the State of California Department of Housing and Community Development was introduced by Councilmember DeHart, seconded by Councilmember White, and carried with Mayor Lazar absent.

**Resolution No. 2012-100** Appropriating \$284,018 to account number 257-41-489.47211 "Homeless Prevention and Rapid Re-Housing Grant Expenses" funded by revenue received in account number 257-41-489.34140 "Homeless Prevention and Rapid Re-Housing Grant" was introduced by Councilmember DeHart, seconded by Councilmember White, and carried with Mayor Lazar absent.

Motion by Councilmember DeHart, seconded by Councilmember White, Approving the Memorandums of Understanding between the City of Turlock and each of the three (3) service providers; Children's Crisis Center, We Care, and Samaritan Foundation as described in Exhibit A. Motion carried with Mayor Lazar absent.

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

10. **COUNCIL COMMENTS:**

Councilmember White offered his congratulations to Turlock Fire Department's newest firefighter.

Councilmember DeHart asked for a moment of silence to remember the Ferrari family during this time of incredible loss.

Vice-Mayor Jackson reminded everyone about the Turlock Farmer's Market which is held on Fridays, between 8:00 a.m. and 1:00 p.m., on Broadway, between Market Street and Olive Avenue.

Vice-Mayor Jackson commented on the new assembled City of Turlock Acronym Guide Book put together by Maryn Pitt and asked that it be placed on the City's website.

**11. CLOSED SESSION:**

City Attorney Phaedra Norton introduced the Closed Session Item.

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, 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

**Action:** Council provided direction to agency negotiators.

**12. ADJOURNMENT:**

Motion by Councilmember DeHart, seconded by Councilmember White, to adjourn at 8:15 p.m. Motion carried with Mayor Lazar absent.

RESPECTFULLY SUBMITTED

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Kellie E. Weaver  
City Clerk



## Council Synopsis

5C

June 26, 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 \$19,750 (Fund 215) for City Project 10-65, "Rehabilitation of Golden State Boulevard and West Main Street," bringing the contract total to \$1,005,234

### 2. DISCUSSION OF ISSUE:

On February 14, 2012 Council awarded a contract in the amount of \$985,484 to George Reed Inc. of Modesto, California for City Project No. 10-65, "Rehabilitation of Golden State Boulevard and West Main Street."

Contract Change Order Summary:

Change Order History	Amount	City Council Meeting
Original Contract	\$985,484.00	2/14/12
Change Order No. 1	\$19,750.00	6/26/12
Adjusted Contract Total	\$1,005,234.00	

This project utilizes federal funds from the RSTP program that the City receives on an annual basis. This project will rehabilitate Golden State Boulevard from Crane Street to the City limits, just south of F Street and West Main Street from 700 feet west of Tegner Road to just east of Kilroy Road. This project will repair the pavement, broken sections of curb, gutter and sidewalk, install ADA compliant access ramps at locations required per ADA and improve the drainage at the southeast corner of Golden State Boulevard and Marshall Street.

During construction, Staff realized that an opportunity existed to correct an issue with public safety related to the transportation network. The median opening along West Main Street in front of the shopping center that has the movie theaters and Starbucks has proved to be very dangerous. Numerous collisions have occurred due to the left turn movement out of the shopping center. In an

effort to eliminate these collisions, the median opening will be closed and motorists wishing to head East into town may use either of the signalized intersections at Kilroy and West Main or S. Walnut and West Main. Both of these signalized intersections provide for safer turning movements.

The items of work include additional:

- demo and removal of the existing roadway,
- traffic control until the median is set,
- earthwork to bring clean soil into the median,
- concrete vertical curb.

Notifications have been delivered to the adjacent property owners / tenants. In general, the feedback was that the improvements were needed.

**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 change will result in a safer transportation network and is consistent with City policy on unrestricted left turn movements.

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

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

- iv) Streets/Roadways

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

**Fiscal Impact**

Sufficient funds are appropriated in account number 215-40-420.51210 "Rehab. GSB (#10-65)" for this Contract Change Order in the amount of \$19,750, bringing the contract total to \$1,005,234.

No General Fund money will be used for this project.

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

Recommend approval.

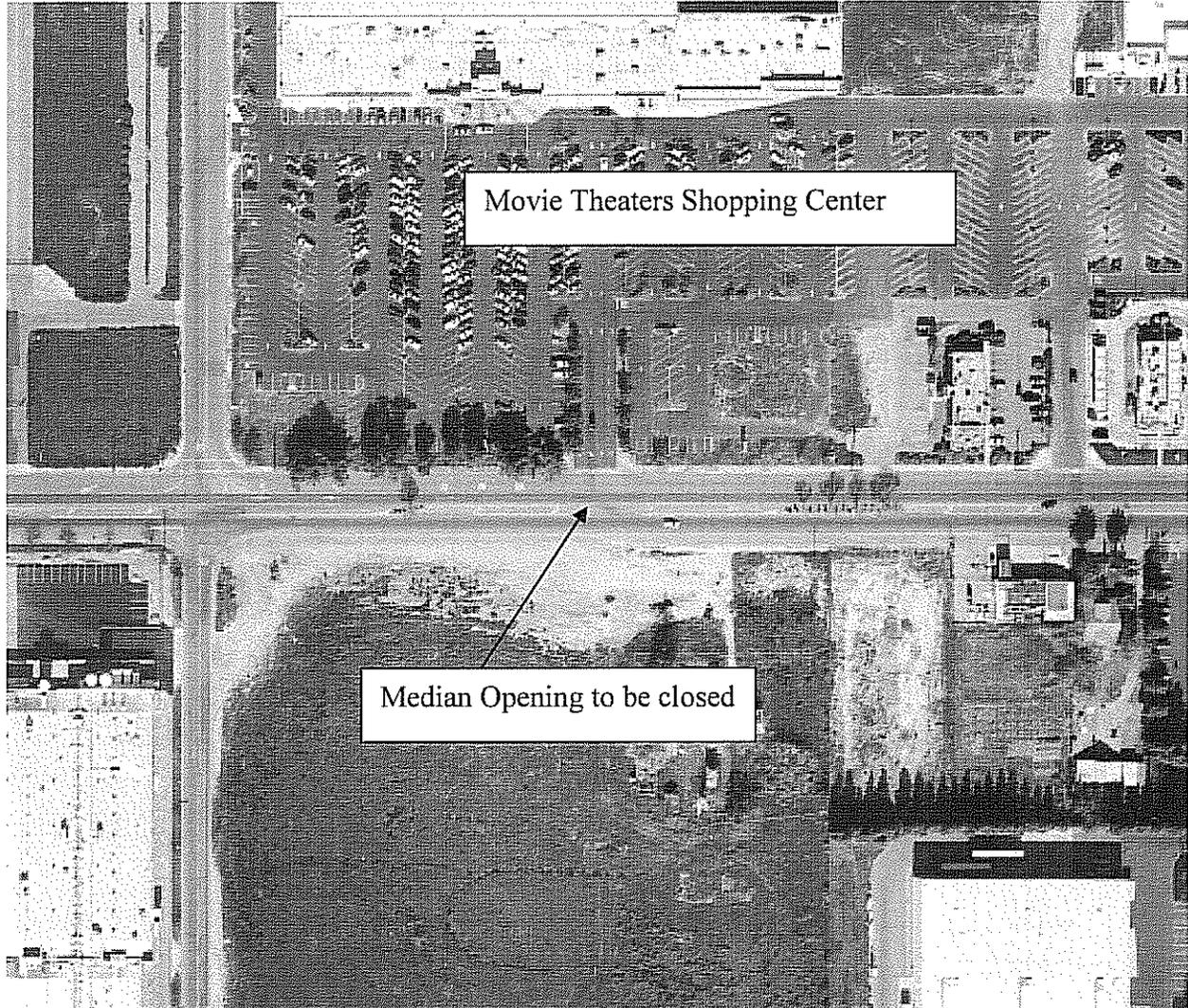
**6. ENVIRONMENTAL DETERMINATION:**

This project is exempt under CEQA Section 15301(c): Existing Facilities as this project consists of repair to an existing public facility involving negligible or no expansion of use beyond the existing conditions. This project falls into category c, "Existing highways and streets, sidewalk, gutters, bicycle and pedestrian trails, and similar facilities".

**7. ALTERNATIVES:**

Direct Staff to reestablish the median opening. This is not recommended as this option will result in a higher potential for traffic collisions.

Location of Work Performed for Contract Change Order No. 1  
Project 10-65





**CONTRACT  
CHANGE ORDER  
AUTHORIZATION  
FORM**

**PROJECT INFORMATION**

George Reed Inc.  
P.O. Box 4760  
Modesto, CA 95352  
(209)523-0734

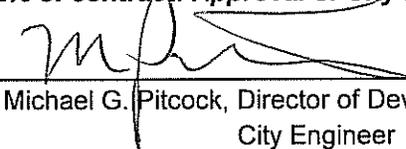
Project Name: Rehabilitation of GSB and W Main St  
Project No.: 10-65  
Awarded on: February 14, 2012  
Original Contract Amount: \$985,484.00  
Increase to contract: \$19,750.00  
Increase percentage: 2.0%  
New Contract Total: \$1,005,234.00

Change Order No. 1

Description of change order:

Close the median cut on West Main Street that leads to the driveway for the movie theater shopping center. Numerous collisions have occurred there and this will eliminate the unrestricted left turn movement that is the cause of the collisions.

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

Approved:  6/18/12  
Michael G. Pitcock, Director of Development Services Date  
City Engineer

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

Recommended: \_\_\_\_\_  
Michael G. Pitcock, 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: \_\_\_\_\_





## Council Synopsis

5D

June 22, 2012

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

Prepared by: Anthony R. Orosco, P.E.

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the agreement for special services with Koehn Engineering & Design, Inc., of Turlock, California, for City Project No. 11-30, "Parcel Map 11-03 Turlock Public Safety Facility"

### 2. DISCUSSION OF ISSUE:

On April 26, 2011, the City entered into a twelve (12) month agreement with Koehn Engineering & Design, Inc., to perform land surveying services for City Project No. 0804B, "Turlock Public Safety Facility." However, not all of the Consultant's work could be completed by April 26, 2012. Therefore, City Staff now ask that the contract with Koehn Engineering & Design, Inc., City Project 11-30, "Parcel Map 11-03" be extended for an additional twelve (12) months, changing the contract completion date from April 26, 2012, to April 26, 2013. This amendment will not increase the compensation amount from the original \$1,950.

### 3. BASIS FOR RECOMMENDATION:

A) Per City Municipal Code, City Council approval of the amendment to an agreement is required prior to execution.

**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:** \$1,950 (Fund 305) same as the original contract.

### 5. CITY MANAGER'S COMMENTS:

Recommend approval.

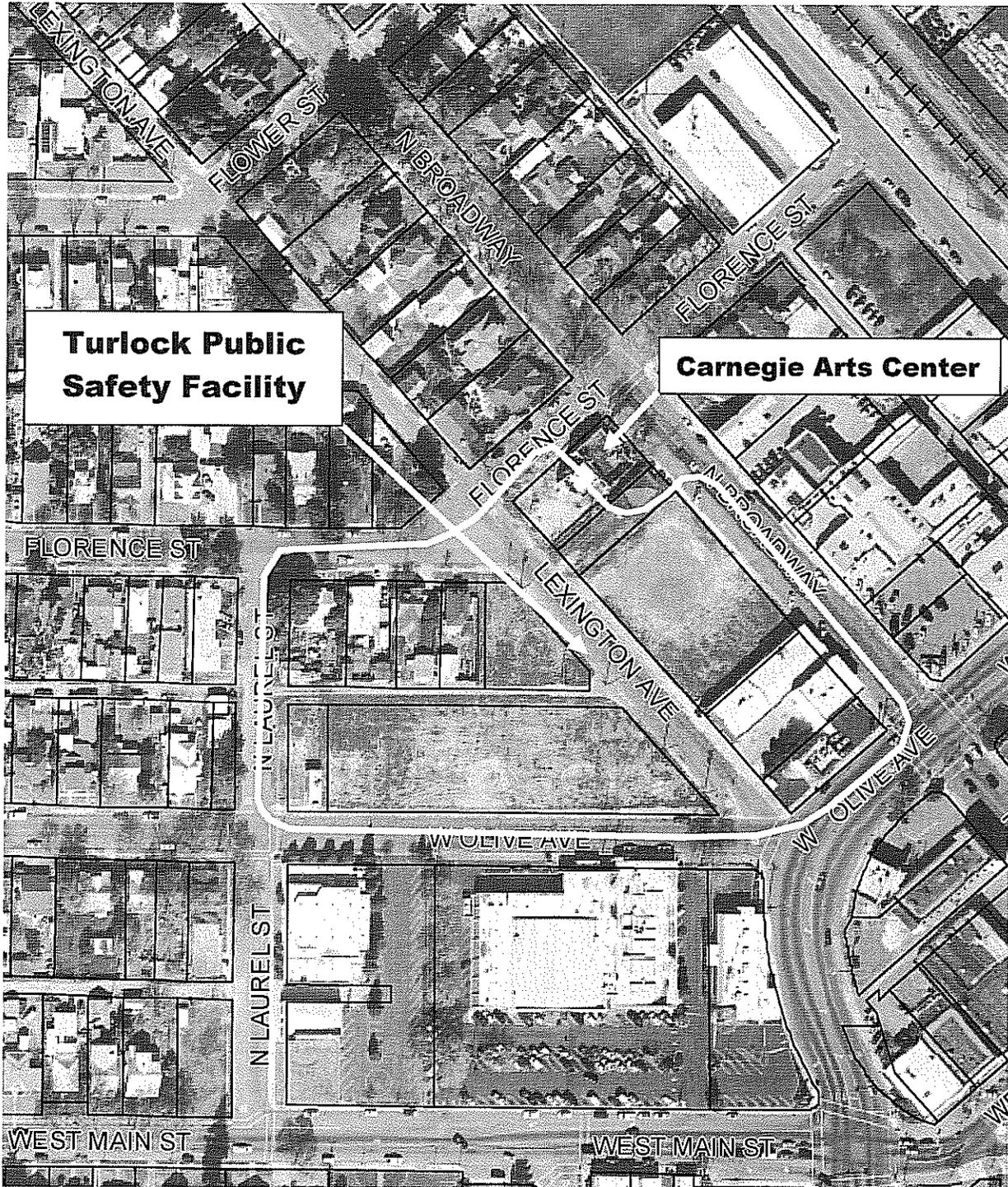
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Reject amendment No. 1 to the contract. Staff does not recommend this alternative because, per the California Map Act, the City Land Surveyor is restricted from signing a parcel map as both preparer and reviewer and the parcel map is necessary to ensuring compliance with the building code, the project plans, specifications and established standards.

TURLOCK PUBLIC SAFETY FACILITY  
(not to scale)





**AMENDMENT NO. 1  
to  
Agreement  
Between  
CITY OF TURLOCK  
and  
KOEHN ENGINEERING & DESIGN, INC.  
for  
CITY PROJECT # 11-30, PM 11-03, 244 N. BROADWAY**

---

**THIS AMENDMENT**, dated June 26, 2012, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Koehn Engineering & Design, Inc.**, (hereinafter "CONTRACTOR").

**WHEREAS**, the parties hereto previously entered into an agreement dated April 26, 2011, whereby CONTRACTOR will perform Land Surveying services (hereinafter the "Agreement").

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

1. Paragraph 5 of the Agreement is amended to read as follows:

**"5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twenty four months (24) beginning April 26, 2011 and ending April 26, 2013, subject to CITY's availability of funds.

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

OK for Agenda  
AM

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

**CITY OF TURLOCK**

**Koehn Engineering & Design, Inc.**

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

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

APPROVED AS TO SUFFICIENCY:

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

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

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

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

APPROVED AS TO FORM:

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

ATTEST:

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



## Council Synopsis

5E

June 26, 2012

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$10,748 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 06 – Structural Steel, bringing the contract total to \$3,426,088

### 2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$3,430,000 to Golden State Steel, Inc., of Fowler, California for "Turlock Public Safety Facility," Category 06 – Structural Steel. During the course of construction some additional costs were generated as a result of additional work required by Architect's Supplemental Instruction 018 and Requests for Information 054 and 217.

Change Order History	Amount	City Council Meeting
Original Contract	\$3,430,000	2/1/11
Change Order No. 1	(\$14,660)	1/10/12
Change Order No. 2	\$10,748	6/26/12
Adjusted Contract Total	\$3,426,088	

Description of change order:

Change order No. 1 includes 3 items:

- 1) Per ASI 018, enlarge the generator screen roof and provide and install screen doghouse over exhaust pipe. Generator enclosure needed to increase in size to provide correct clearances. (increase of \$7,642)
- 2) Install bent plate at the balconies per RFI 054. The total cost for the change is \$692.00. The balance of the cost is shown on ACO 2/6. (increase of \$88.00)
- 3) Remove a portion of a corbel that is in a wall to aid in waterproofing per RFI 217. (increase of \$3,018)

**3. BASIS FOR RECOMMENDATION:**

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

**Strategic Plan Initiative C. PUBLIC SAFETY**

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

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

The current contract amount of \$3,415,340 will be increased in the amount of 10,748, bringing the total contract to \$3,426,088 (Fund 305)

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

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

Recommend approval.

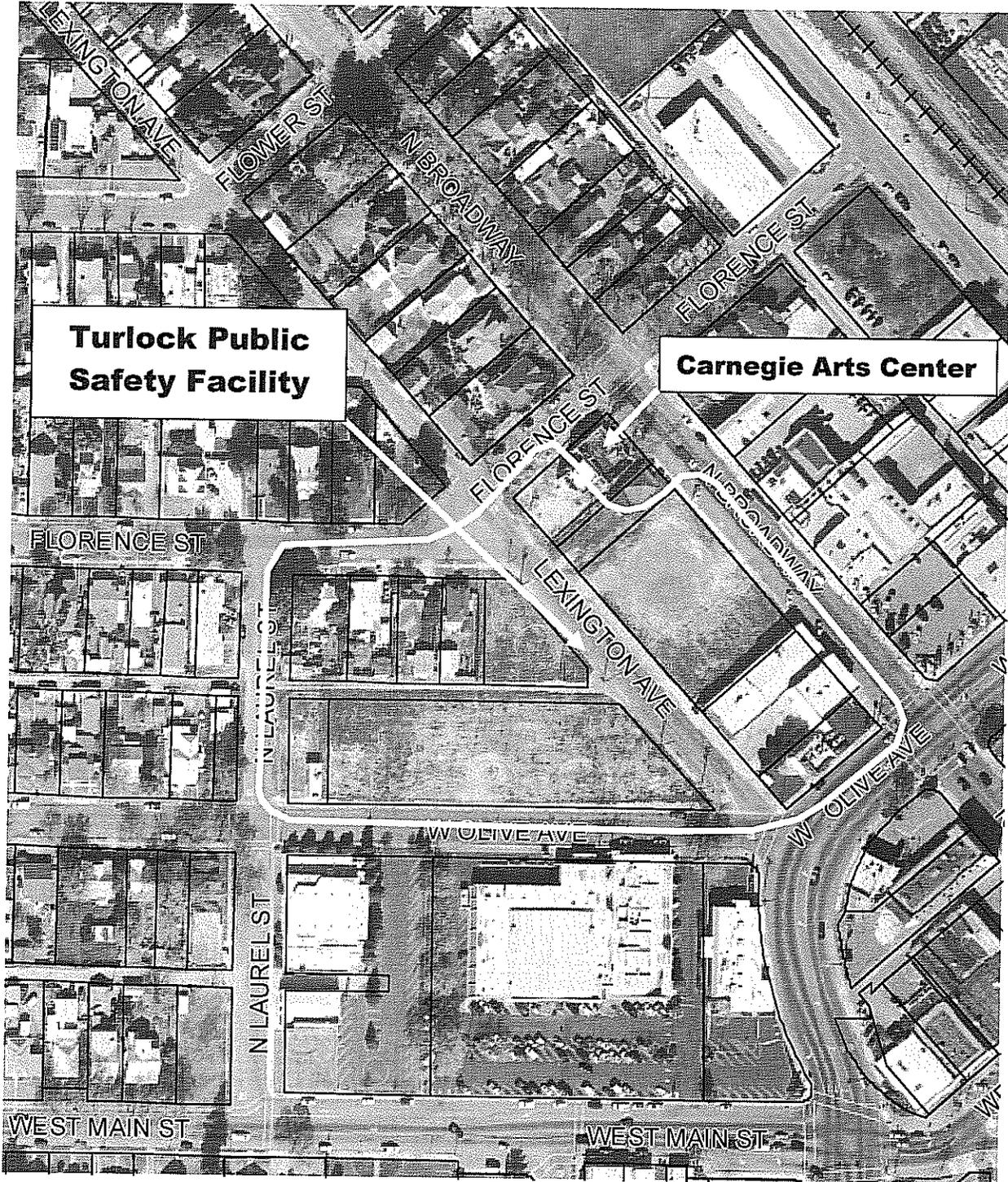
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Not approve Change Order No. 2. This option is not recommended by City Staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved budget.

TURLOCK PUBLIC SAFETY FACILITY  
(not to scale)





**CONTRACT  
CHANGE ORDER  
AUTHORIZATION  
FORM**

**PROJECT INFORMATION**

Golden State Steel, Inc.  
P.O. Box 250  
Fowler, CA 93625  
559-834-6209

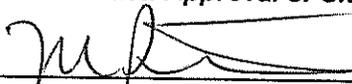
Project Name: Turlock Public Safety Facility  
Project No.: 0804B - Category 06  
Awarded on: February 1, 2011  
Original Contract Amount: \$3,430,000.00  
Increase to contract: \$10,748.00  
Increase percentage: 0.3%  
Increase of previous CCOs: (\$14,660.00)  
Cumulative percentage: -0.1%  
New Contract Total: \$3,426,088.00

Change Order No. 2

Description of change order:

Per ASI 018, enlarge the generator screen roof and provide and install screen doghouse over exhaust pipe. Generator enclosure needed to increase in size to provide correct clearances.	\$7,642.00
Install bent plate at the balconies per RFI 054. The total cost for the change is \$692.00. The balance of the cost are shown on ACO 2/6.	\$88.00
Remove a portion of a corbel that is in a wall to aid in waterproofing per RFI 217.	\$3,018.00
	\$10,748.00

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

Approved:  5/31/12  
Michael G. Pitcock, Director of Development Services Date  
City Engineer

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

Recommended: \_\_\_\_\_  
Michael G. Pitcock, 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: 26-Jun-12 Change Order No.: 2  
 Project Name: Turlock Public Safety Facility

Golden State Steel, Inc. Project No.: 0804B - Category 06  
 P.O. Box 250 Contract For: \$3,430,000.00  
 Fowler, CA 93625 Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:
1	LS	1	\$7,642.00	\$7,642.00
Per ASI 018, enlarge the generator screen roof and provide and install screen doghouse over exhaust pipe. Generator enclosure needed to increase in size to provide correct clearances.				
2	LS	1	\$88.00	\$88.00
Install bent plate at the balconies per RFI 054. The total cost for the change is \$692.00. The balance of the cost are shown on ACO 2/6.				
3	LS	1	\$3,018.000	\$3,018.00
Remove a portion of a corbel that is in a wall to aid in waterproofing per RFI 217.				
<b>Total this CCO=</b>				<b>\$10,748.00</b>
<i>The original contract sum =</i>				<b>\$3,430,000.00</b>
<i>Net change by previous change orders =</i>				<b>(\$14,660.00)</b>
<i>The contract sum will be (increased) by this Change Order =</i>				<b>\$10,748.00</b>
<i>The new contract sum including this change order will be =</i>				<b>\$3,426,088.00</b>
<i>The contract time will be increased by (10) working days.</i>				

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

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

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

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

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

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



## Council Synopsis

5F

June 26, 2012

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$28,318 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC, bringing the contract total to \$2,506,286

### 2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$2,610,000 to Bobo Construction, Inc., of Elk Grove, California for "Turlock Public Safety Facility," Category 12 – Mechanical and HVAC. However, due to conflicts in scheduling of the off-site improvements that were necessary to begin the on-site work, the Contractor was required to begin construction later than proposed in the bid documents. Additionally, during the over-excavation of the building foundation, contaminated soil was discovered and needed to be removed, causing more delays in construction. After review of the project schedule, City Staff and Bobo Construction, Inc., recommend the following changes:

Change Order History	Amount	City Council Meeting
Original Contract	\$2,610,000	2/1/11
Change Order No. 1	(\$132,032)	1/10/12
Change Order No. 2	\$28,318	6/26/12
Adjusted Contract Total	\$2,506,286	

Description of change order:

Change order No. 2 includes 1 item:

- 1) Add 61 working days from the Notice to Proceed date of April 13, 2011 to the actual start date and 36 working days for delay due to contaminated soil. The new completion date is now July 18, 2013. The added cost is for changes to labor rates and increased material costs. Contractor legitimately claims costs for changes to labor rates and increased material costs resulting from schedule delays and delays due to the discovery and remediation of contaminated soil in the amount of \$28,318.

**3. BASIS FOR RECOMMENDATION:**

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

**Strategic Plan Initiative C. PUBLIC SAFETY**

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

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

The current contract amount of \$2,477,968 will be increased in the amount of \$28,318, bringing the total contract to \$2,506,286 (Fund 305).

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

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

Recommend approval.

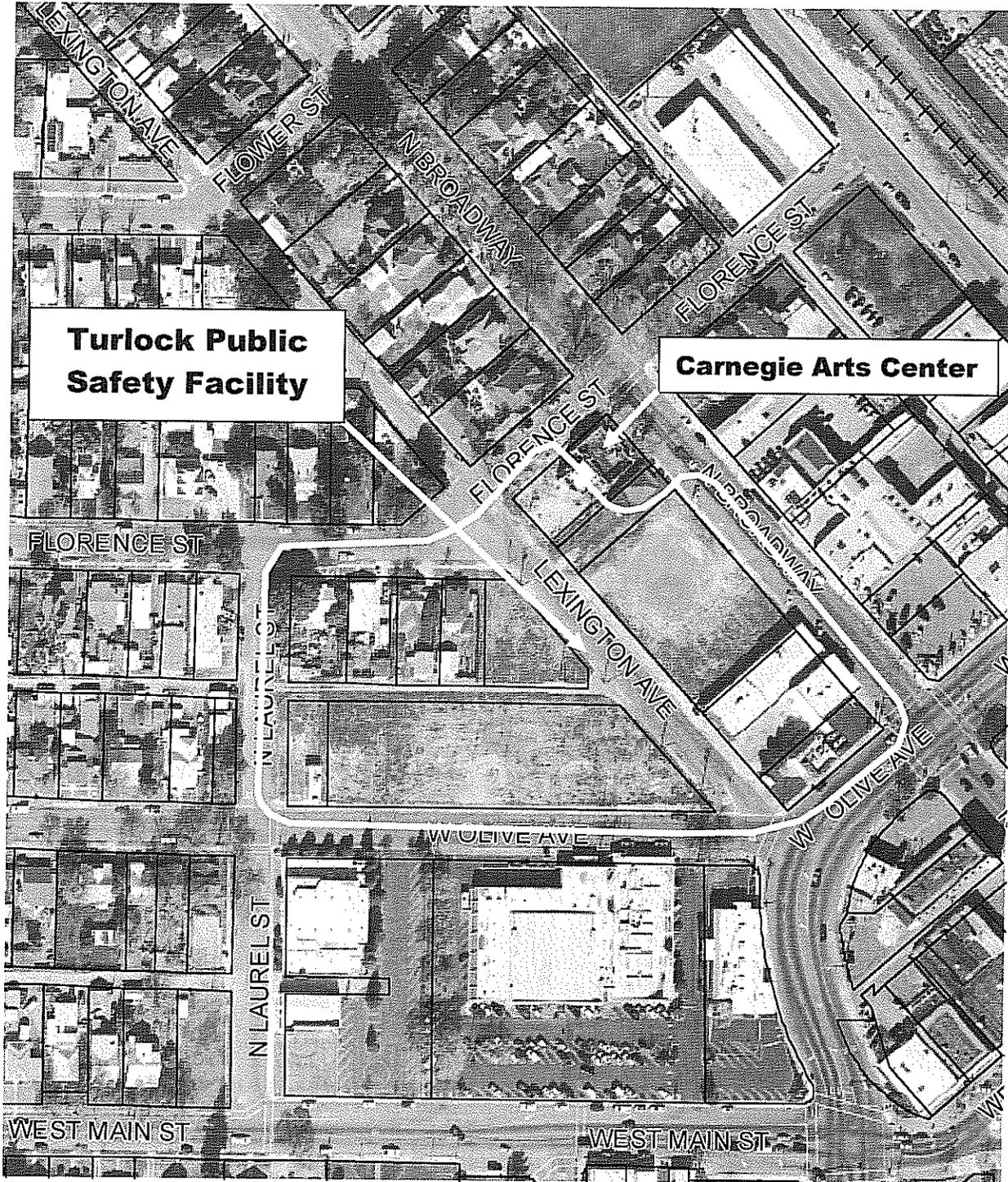
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Not approve Change Orders No. 2. This option is not recommended by City Staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved budget.

TURLOCK PUBLIC SAFETY FACILITY  
(not to scale)





**CONTRACT  
CHANGE ORDER  
AUTHORIZATION  
FORM**

**PROJECT INFORMATION**

Bobo Construction, Inc.  
9728 Kent St.  
Elk Grove, CA 95624  
(916) 685-2285

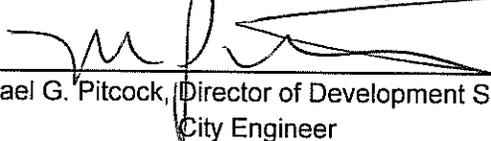
Project Name: Turlock Public Safety Facility  
Project No.: 0804B - Category 12  
Awarded on: February 1, 2011  
Original Contract Amount: \$2,610,000.00  
Increase to contract: \$28,318.00  
Increase percentage: 1.1%  
Increase of previous CCOs: (\$132,032.00)  
Cumulative percentage: -4.0%  
New Contract Total: \$2,506,286.00

Change Order No. 2

Description of change order:

Add 61 working days from the Notice to Proceed date of April 13, 2011 to the actual start date and 36 working days for delay due to contaminated soil. The new completion date is now July 18, 2013. The added cost is for increased material costs. \$28,318.00

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

Approved:  5/31/12  
Michael G. Pitcock, Director of Development Services Date  
City Engineer

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

Recommended: \_\_\_\_\_  
Michael G. Pitcock, 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: \_\_\_\_\_





## Council Synopsis

5G

June 26, 2012

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 2 in the amount of \$2,332 (Fund 305) for City Project No. 0804B, "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing, bringing the contract total to \$883,332

### 2. DISCUSSION OF ISSUE:

On February 1, 2011, Council awarded a contract in the amount of \$884,000 to Mark III Construction, of Sacramento, California for "Turlock Public Safety Facility," Category 14 – Building and Site Plumbing. During the course of construction some additional costs were generated as a result of minor changes in the field and additional work required by Architect's Supplemental Instruction 015 and Request for Information 134.

Change Order History	Amount	City Council Meeting
Original Contract	\$884,000	2/1/11
Change Order No. 1	(\$3,000)	1/10/12
Change Order No. 2	\$2,332	6/26/12
Adjusted Contract Total	\$883,332	

Description of change order:

Change order No. 2 includes 6 items:

- 1) Increase size of water line to the building from 3" to 4" to match the same size from the meter in the amount of \$1,097.18
- 2) Install 18" 45 degree bend to meet the existing storm drain manhole in the amount of \$806.55
- 3) Per ASI 015, revise installed plumbing to meet the new wall layout in the amount of \$2,427.81
- 4) Per RFI 134, furnish and install four remote flushing valves for Rooms 158, 163, 164 and 165 in the amount of \$1,589.84

- 5) Credit for storm drain to generator enclosure which was removed per the City's request. There is no credit for the catch basin as it is a custom item. Credit in the amount of \$1,398.75
- 6) Credit one sewer manhole not necessary due to the elevation changes off site in the amount of \$2,190.75

**3. BASIS FOR RECOMMENDATION:**

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

**Strategic Plan Initiative C. PUBLIC SAFETY**

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

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

The current contract amount of \$881,000 will be increased in the amount of \$2,332, bringing the total contract to \$883,332 (Fund 305)

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

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

Recommend approval.

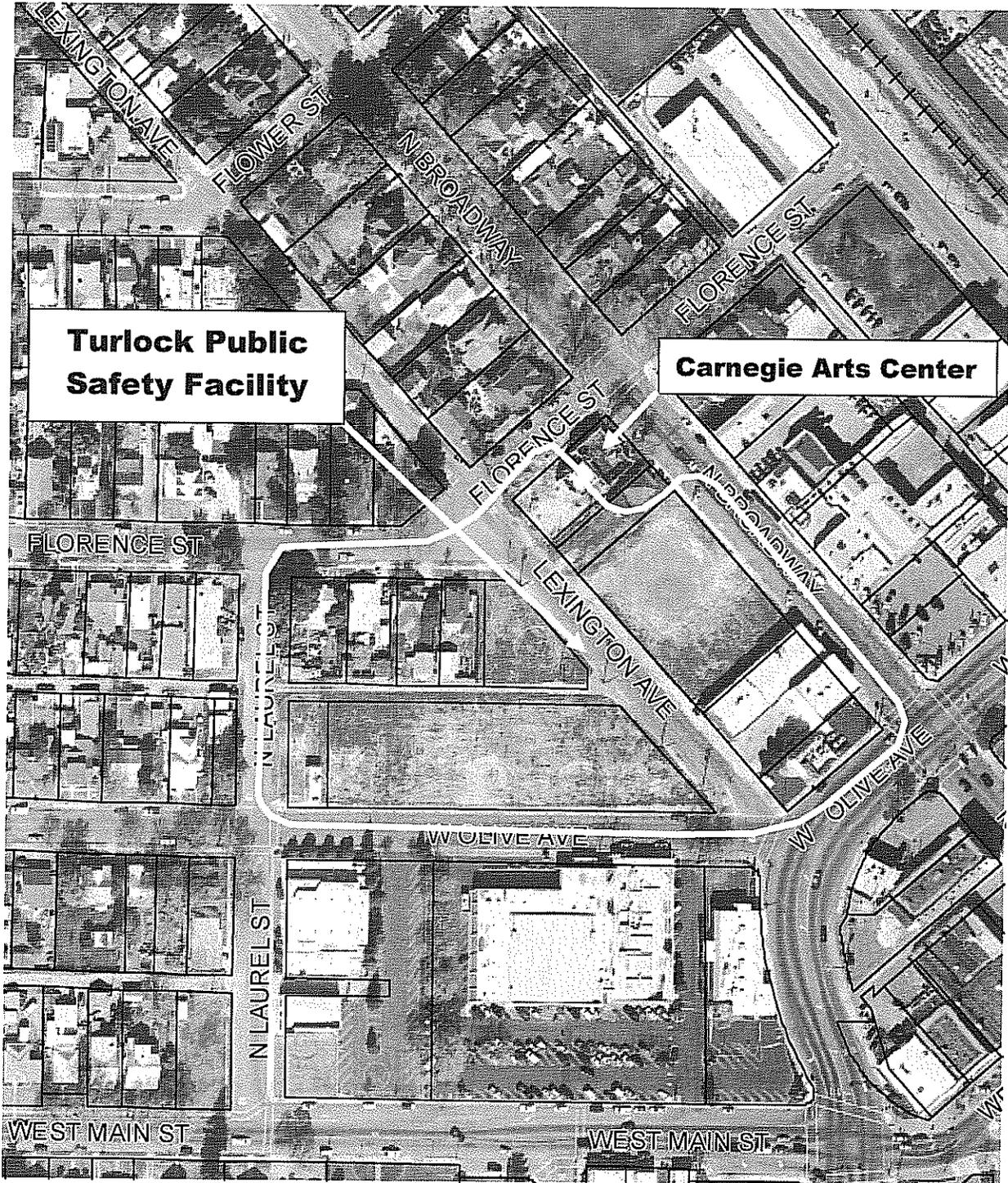
**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

Not approve Change Order No. 2. This option is not recommended by City Staff since the changes are necessary for the Turlock Public Safety Facility to be completed within the approved budget.

TURLOCK PUBLIC SAFETY FACILITY  
(not to scale)





**CONTRACT  
CHANGE ORDER  
AUTHORIZATION  
FORM**

**PROJECT INFORMATION**

Mark III Construction  
5101 Florin Perkins Rd.  
Sacramento, CA 95826  
916-381-8080

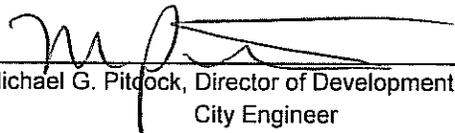
Project Name: Turlock Public Safety Facility  
Project No.: 0804B - Category 14  
Awarded on: February 1, 2011  
Original Contract Amount: \$884,000.00  
Increase to contract: \$2,331.88  
Increase percentage: 0.3%  
Increase of previous CCOs: (\$3,000.00)  
Cumulative percentage: -0.1%  
New Contract Total: \$883,331.88

Change Order No. 2

Description of change order:

Increase size of water line to the building from 3" to 4" to maintain the same size from the meter.	\$1,097.18
Install 18" 45 degree bend to meet the existing storm drain manhole.	\$806.55
Per ASI 015, revise installed plumbing to meet the new wall layout.	\$2,427.81
Per RFI 134, furnish and install four remote flushing valves for Rooms 158, 163, 164 and 165.	\$1,589.84
Credit for storm drain to generator enclosure. Removed per the City's request. There is no credit for the catch basin as it is a custom item.	(\$1,398.75)
Credit one sewer manhole not necessary due to the elevation changes off site.	(\$2,190.75)
	<u>\$2,331.88</u>

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

Approved:  6/4/12  
Michael G. Pitcock, Director of Development Services Date  
City Engineer

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

Recommended: \_\_\_\_\_  
Michael G. Pitcock, 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: 26-Jun-12 Change Order No.: 2  
 Project Name: Turlock Public Safety Facility

Mark III Construction Project No.: 0804B - Category 1  
 5101 Florin Perkins Rd. Contract For: \$884,000.00  
 Sacramento, CA 95826 Contract Award Date: February 1, 2011

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

ITEM	Unit:	Quantity:	Unit Price:	Total:	
1	Increase size of water line to the building from 3" to 4" to maintain the same size from the meter.	LS	1	\$1,097.18	\$1,097.18
2	Install 18" 45 degree bend to meet the existing storm drain manhole.	LS	1	\$806.55	\$806.55
3	Per ASI 015, revise installed plumbing to meet the new wall layout.	LS	1	\$2,427.81	\$2,427.81
4	Per RFI 134, furnish and install four remote flushing valves for Rooms 158, 163, 164 and 165.	LS	1	\$1,589.840	\$1,589.84
5	Credit for storm drain to generator enclosure. Removed per the City's request. There is no credit for the catch basin as it is a custom item.	LS	1	(\$1,398.75)	(\$1,398.75)
6	Credit one sewer manhole not necessary due to the elevation changes off site.	LS	1	(\$2,190.75)	(\$2,190.75)
<b>Total this CCO=</b>					<b>\$2,331.88</b>
<b>The original contract sum =</b>					<b>\$884,000.00</b>
<b>Net change by previous change orders =</b>					<b>(\$3,000.00)</b>
<b>The contract sum will be (increased) by this Change Order =</b>					<b>\$2,331.88</b>
<b>The new contract sum including this change order will be =</b>					<b>\$883,331.88</b>
<b>The contract time will be increased by (10) working days.</b>					

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

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

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

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

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

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



## Council Synopsis

June 26, 2012

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

Prepared by: Dawn Corbett, Staff Services Assistant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Considering intention to levy and collect assessments for Fiscal Year 2012/13 for Assessment Districts in the City of Turlock

### 2. DISCUSSION OF ISSUE:

Pursuant to the Landscaping and Lighting Act of 1972, the City Council of the City of Turlock intends to levy and collect assessments within the assessment districts. The improvements to be made in each district are described in Exhibit A, which is made a part of this resolution. Michael G. Pitcock, Engineer of Work, has filed with the City Clerk the report so that all interested persons may refer to that report for a full and detailed description of the improvements within each assessment district.

### 3. BASIS FOR RECOMMENDATION:

(A) Staff recommends the consideration of intention to levy and collect assessments for Fiscal Year 2012-2013.

(B) City will receive funds from the county tax assessor for the maintenance of city streetlights, trees and streets.

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

**Fiscal Impact:** Approximately \$2,400,000 in revenue to fund number 246 .

### 5. CITY MANAGER'S COMMENTS:

Recommend approval.

### 6. ENVIRONMENTAL DETERMINATION:

Not applicable

**7. ALTERNATIVES:**

Council may not approve the consideration. Staff does not recommend this action where as, the city can use this money for the maintenance of the street lights, landscaping, street sweeping and the slurry of streets.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF CONSIDERING }  
INTENTION TO LEVY AND COLLECT }  
ASSESSMENT FOR FISCAL YEAR }  
2012/13 FOR ASSESSMENT DISTRICTS }  
IN THE CITY OF TURLOCK }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the City Council of the City of Turlock intends to levy and collect assessments within assessment districts in the City of Turlock for Fiscal Year 2012-2013, pursuant to the Landscaping and Lighting Act of 1972; and

**WHEREAS**, the improvement to be made in each district are generally described in Exhibit A, which is made a part of this resolution; and

**WHEREAS**, in accordance with this Council's Resolution No. 2012-081 directing the filing of an annual report, Michael G. Pitcock, Engineer of Work, has filed with the City Clerk the report, as required by the Landscaping and Lighting Act of 1972; and

**WHEREAS**, all interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of each assessment district, and the proposed assessments upon assessable lots and parcels within each assessment district; and

**WHEREAS**, on Tuesday, the 24th day of July, at the hour of 7:00 p.m., the City Council of the City of Turlock will conduct a public hearing on the question of the levy of the proposed annual assessment for each district; and

**WHEREAS**, the public hearing will be held in the Yosemite Community Room of Turlock City Hall located at 156 South Broadway in Turlock, California.

**NOW, THEREFORE, BE IT RESOLVED** that the City Clerk is authorized and directed to give the notice of hearing required by the Landscaping and Lighting Act of 1972.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 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

Assessment District	Legal Description	Subdivision Project No.
Olive Grove Manor	The maintenance and replacement of shrubs, trees, plants, vegetation, sprinkler systems, ground cover and rear yard fence adjacent to or within the public right-of-way on the Olive Avenue and Hawkeye Avenue frontages of Lots 19 through 32 of Olive Grove Manor as shown on the plan on file in the office of the City Engineer.	796
Monte Vista Manor	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems and rear yard wall adjacent to or within the public right-of-way on the south side of Monte Vista Avenue between Colorado Avenue and Berkeley Avenue.	1247
Campus Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Zeering Road, between Fosberg Road and Geer Road, included in the Campus Park Subdivision.	1301
Old Vineyard	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Zeering Road, between Geer Road and Fosberg Road, included in the Old Vineyard Subdivision.	1302
Centennial Place No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included in the Centennial Place, Unit No. 2 Subdivision.	1325
Rolling Hills	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of West Zeering Road, between North Walnut Road and Crowell Road, included in the Rolling Hills Subdivision.	1435

Assessment District	Legal Description	Subdivision Project No.
Northview Meadows No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of West Zeering Road, between North Walnut Road and Crowell Road, included in the Northview Meadows No. 2 Subdivision.	1487
Heartland Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north and east of Zeering Road, between North Olive Avenue and Colorado Avenue, included in the Heartland Estates Unit 1 Subdivision	1495
Sun Ridge South	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between Geer Road and Fosberg Road, included in the Sun Ridge South Subdivision.	1695
Countryside Plaza	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Fulkerth Road, between Tully Road and U.S. Highway 99, included in the Countryside Plaza Subdivision.	1782
Denny's/Jack-in-the-Box	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems within the public right of way in Lander Avenue, included in the Sondeno, Denny's and Jack- In-The Box Parcel Map.	1950
Northview Meadows No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting systems, improvements, and appurtenances adjacent to or within the public right right of way in the streets north of Christopherson Parkway East of Crowell Road and South of Springer Drive West of McKenna Drive, included in the Northview Meadows #3 Subdivision.	2259

Assessment District	Legal Description	Subdivision Project No.
Legends No. 1 & No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne and east of Berkeley Avenue, included in the Legends 1&2 Subdivision.	2260
Swan Park Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements and appurtenances adjacent to or within the public right of way in the streets west of Quincy Road, between Tuolumne Road and Monte Vista Avenue, included in the Swanpark Estates Subdivision.	2297
Northern Sunrise Estates Phase 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in the Northern Sunrise Estates Phase 1 Subdivision.	2332
Pinecrest Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of East Avenue, between Berkeley Avenue and Johnson Road, included in Pinecrest Estates Subdivision.	2483
Monte Vista Village	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Monte Vista Avenue west of Walnut Avenue and East of Golden State Blvd., included in the Monte Vista Village Subdivision.	2487

Assessment District	Legal Description	Subdivision Project No.
Wyndfair Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Hawkeye Avenue, between Quincy Road and Waring Road, included in Wyndfair Estates Subdivision.	2493
Gemstone Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Monte Vista Avenue, between Berkeley Avenue and Quincy, included in Gemstone Estates Subdivision.	2613
Legends No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne, east of Berkeley Avenue, west of Quincy Road, included in the Legends 3 Subdivision.	2641
Monte Vista Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Monte Vista Avenue west of Walnut Avenue and East of Golden State Blvd., included in the Monte Vista Estates Subdivision.	2678
Legends No. 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne, east of Berkeley Avenue, west of Quincy Road, included in the Legends 3 Subdivision.	2681
Turlock Auto Plaza	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Fulkerth, east of Tegner Road, west of Highway 99, included in the Turlock Auto Plaza.	2690

Assessment District	Legal Description	Subdivision Project No.
Pinecrest Estates No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets North of Brier Road, between Berkeley Avenue and Johnson Road, included in Pinecrest Estates #3 Subdivision.	2702
Pinecrest Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of East Avenue, between Berkeley Avenue and Johnson Road, included in Pinecrest Estates No. 2 Subdivision.	2712
Northern Sunrise Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in Northern Sunrise Estates Subdivision.	2717
Delta National Bank	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Fullerton Road and east of Geer Road.	2722
Traditions No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of McKenna Drive and East of Crowell Road, included in the Traditions No. 1 Subdivision.	2726
Northern Sunrise Estates Phase No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in Northern Sunrise Estates No. 3 Subdivision.	2738

<b>Assessment District</b>	<b>Legal Description</b>	<b>Subdivision Project No.</b>
Countryside Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Tuolumne Road west of Tully Road and north of Fulkerth Road, included in the Countryside Estates Subdivision.	2746
Northern Sunrise Estates Phase No. 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in Northern Sunrise Estates No. 4 Subdivision.	2752
Countryside Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Tuolumne Road west of Tully Road and north of Fulkerth Road, included in the Countryside Estates No. 2 Subdivision.	2764
Promenade	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Springer Drive west of Crowell Road, included in the Promenade Subdivision.	2768
Kennedy/King/Powers Parcel Map No. 97-07	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Monte Vista Avenue, west of U.S. Highway 99, included in the Parcel Map 97-07 Subdivision.	2771
Ferreira Ranch Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of Geer Road, included in the Ferreira Ranch Estates No. 1 Subdivision.	2800

<b>Assessment District</b>	<b>Legal Description</b>	<b>Subdivision Project No.</b>
Traditions No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of McKenna Drive and East of Crowell Road, included in the Traditions No. 2 Subdivision.	2820
Northern Sunrise Estates No. 2A	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Fosberg Road, included in the Northern Sunrise Estates No. 2A Subdivision.	2847
Countryside Estates No. 3 and No. 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Tuolumne Road west of Tully Road and north of Fulkerth Road, included in the Countryside Estates No. 3 & No. 4 Subdivision.	2899
Arlinda Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets west of Berkeley Avenue east of Carleton Drive and North of County Lane, included in the Arlinda Estates Subdivision.	2900
Legends No. 6	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Monte Vista, east of Berkeley Avenue, included in the Legends 6 Subdivision.	2910

Assessment District	Legal Description	Subdivision Project No.
Baptista Estates No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Colorado Avenue, included in the Baptista Estates No. 1 Subdivision.	2913
Sterling Oaks No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Christoffersen Parkway, between Kilroy Road and Walnut Road, included in the Sterling Oaks No. 1 Subdivision.	2914
Hervey Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Christoffersen Parkway, between Kilroy Road and Mountain View Road, included in the Hervey Estates Subdivision	2924
Forest Oaks Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north on Carleton Drive, west of Berkeley Avenue, included in the Forest Oak Estates No. 2 Subdivision.	2984
Rhodes Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Christoffersen and east of Kilroy Road, included in the Rhodes Estates Subdivision.	2986

<b>Assessment District</b>	<b>Legal Description</b>	<b>Subdivision Project No.</b>
Ferreira Ranch Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of Geer Road, included in the Ferreira Ranch Estates No. 2 Subdivision.	6251
Traditions No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of McKenna Drive and East of Crowell Road, included in the Traditions No. 3 Subdivision.	6277
Monte Vista Crossings	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Monte Vista Avenue, north of Tuolumne Road, between Golden State Blvd and U.S. Highway 99, included in the Monte Vista Crossings Subdivision.	6308
Ferreira Ranch Estates No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of Geer Road, included in the Ferreira Ranch Estates No. 3 Subdivision.	6316
L & M Industrial Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of West Main Street, north of Linwood Avenue, between Kilroy Road and Walnut Road, included in the L & M Industrial Park Subdivision.	6340

Assessment District	Legal Description	Subdivision Project No.
Ferreira Ranch Estates No. 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road west of Geer Road, included in the Ferreira Ranch Estates No. 4 Subdivision.	6400
Baptista Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, between North Olive Avenue and Colorado Avenue, included in the Baptista Estates #2 Subdivision.	6404
Sterling Oaks No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Christoffersen Parkway, between Kilroy Road and Walnut Road, included in the Sterling Oaks #2 Subdivision.	6437
Danielle Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Christoffersen Parkway, west of North Olive Avenue east of Fosberg Road included in the Danielle Estates Subdivision.	6686
Turlock Multi-Family	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Vermont Street, east of Soderquist Road, west of West Avenue included in the Turlock Multi-Family Subdivision.	3129

<b>Assessment District</b>	<b>Legal Description</b>	<b>Subdivision Project No.</b>
Bandera	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Springer Drive, east of North Walnut Road, and west of Crowell Road included in the Bandera Subdivision.	3105
Glenwood Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of East Glenwood, east of Lander Avenue, and south of East Linwood Road included in the Glenwood Park Subdivision.	3159
Mooneyham Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne Road, west of Quincy Road, east of Berkeley Avenue included in the Mooneyham Estates Subdivision.	3061
Rosewalk No.'s 2, 3, 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, east of N. Kilroy Road, and north of Christoffersen Pky. included in the Rose Walk No.'s 2, 3 & 4 Subdivision.	6700
Periera No.'s 1 & 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Taylor Road, west of North Walnut Road, and North of Springer Drive included in the Pereira Subdivision.	3117

<b>Assessment District</b>	<b>Legal Description</b>	<b>Subdivision Project No.</b>
Johnson Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Springer Drive east of North Walnut Road, included in the Johnson Estates Subdivision.	3101
Southern Belle Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Tuolumne Road, east of Quincy Road, included in the Southern Belle Estates Subdivision.	3178
Sterling Oaks No. 5	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Christoffersen Parkway, west of Kilroy Road, and east of North Tegner Road included in the Sterling Oaks No. 5 Subdivision.	6652
Heirlooms No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets north of Roberts Road, west of Kilroy Road, and east of Mountain View Road included in the Heirlooms No. 3 Subdivision.	6729
Huntington Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south east of "F" Street, north east of 5th Street, north of Linwood Avenue included in the Huntington Estates Subdivision.	6642
Dewar Estates No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Roberts Road, west of Walnut Road, and east of Mountain View Road included in the Dewar Estates No. 3 Subdivision.	3149

Assessment District	Legal Description	Subdivision Project No.
Cedarcrest No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Ramson Drive, west of Zina Lane, east of S. Berkeley Avenue included in the Cedarcrest No. 1 Subdivision.	3084
Freitas Business Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets the Montana Avenue Industrial Park.	6752
Lewis Terrace Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Lewis Terrace Estates Subdivision.	3084
Bandera No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Bandera No. 2 Subdivision.	6739
Gabrielle Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Gabrielle Estates Subdivision.	3173
Sterling Oaks No. 6	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Sterling Oaks No. 6 Subdivision.	3170
Balboa Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Balboa Park Subdivision.	3065

<b>Assessment District</b>	<b>Legal Description</b>	<b>Subdivision Project No.</b>
Pereira No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Pereira No. 3 Subdivision.	3200
Rose Walk No. 5	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets south of Ramson Drive, west of Zina Lane, east of S. Berkeley Avenue included in the Cedarcrest No. 1 Subdivision.	3084
Ashley Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets Ashley Estates Subdivision.	3164
College Plaza PM 04-02	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of College Plaza Subdivision.	6868
Danielle Estates No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Danielle Estates No. 2 Subdivision.	6860
Tiffany Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Tiffany Park Subdivision.	6874
Lauren Estates No. 3	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Lauren Estates No. 3 Subdivision.	6748

Assessment District	Legal Description	Subdivision Project No.
Lauren Estates No. 4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets in the Lauren Estates No. 4 Subdivision.	6926
Ventana	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Ventana Subdivision.	6907
Cimarron No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Cimarron No. 1 Subdivision.	6910
Cimarron No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets Cimarron No. 2 Subdivision.	6962
Rose Classics at Voumard Ranch	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets Rose Classics at Voumard Ranch Subdivision.	6909
The Estates at Voumard Ranch	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Estates at Voumard Ranch Subdivision.	6934
William Gwin PM 04-09	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of William Gwin , PM 04-09.	6890

Assessment District	Legal Description	Subdivision Project No.
Turlock 99 Business Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of Turlock 99 Business Park.	6993
Amberwood	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Amberwood Subdivision.	6761
Valley Ventures PM 04-05	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Valley Ventures PM 04-05.	6877
Health & Wellness Center	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Health & Wellness Center.	0613
Liberty Industrial Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Liberty Industrial Park	6804
Cedarcrest No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Cedarcrest No. 2 Subdivision.	6832
Apple Lane Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets Apple Lane Estates Subdivision.	6852
Kandola	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Kandola Subdivision.	6879

<b>Assessment District</b>	<b>Legal Description</b>	<b>Subdivision Project No.</b>
Milestone	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Milestone Subdivision.	6906
Legends North No. 1	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Legends North No. 1 Subdivision.	6919
De La Motte for Palermo	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the De La Motte for Palermo Subdivision.	6942
Calista Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Calista Estates.	6960
Legends North No. 2	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Legends North No. 2 Subdivision.	6968
Vermont Villas	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Vermont Villas Subdivision.	6975
Turlock Village	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Turlock Village Subdivision.	7003

Assessment District	Legal Description	Subdivision Project No.
Northlock Industrial Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Northlock Industrial Park.	7023
Villagio (Baptista)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Villagio (Baptista) Subdivision.	7034
Victoria Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Victoria Estates Subdivision.	7042
Asoofi Subdivision	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Asoofi Subdivision.	7017
PM 05-01 (Emanuel)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 05-01 (Emanuel).	6979
PM 05-03 (Byung)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 05-03 (Byung).	6985
PM 05-07 (Hawkeye Shopping Center)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 05-07 (Hawkeye Shopping Center).	7016

<b>Assessment District</b>	<b>Legal Description</b>	<b>Subdivision Project No.</b>
PM 05-09 (Lewis)	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 05-09 (Lewis, Geer & Pedras).	7019
Dianne Business Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the around Dianne Business Park.	7043
J & R Investments	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the J & R Investments.	6953
Montana Estates	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Montana Estates subdivision.	7053
Summerfield	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Summerfield subdivision.	6908
Legends North #4	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Legends North #4 Subdivision.	7022
Del's Lane Townhomes	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Del's Lane Townhomes.	7062
Sierra Oaks Apartments	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Sierra Oaks Apartments.	0649

<b>Assessment District</b>	<b>Legal Description</b>	<b>Subdivision Project No.</b>
PM 05-12 Heritage Homes	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Sierra Oaks Apartments.	7025
PM 05-17 VIG Golden State LLC	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the VIG Golden State LLC.	7047
PM 07-06 Kevin Berger	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the PM 07-06 Kevin Berger.	0747
Cottage Park	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets of the Cottage Park Subdivision.	0630
US Cold Storage	The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, improvements, and appurtenances adjacent to or within the public right of way in the streets included in U.S. Cold Storage.	0857



## Council Synopsis

5I  
June 26 2012

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for the Blue Diamond Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 12-21

### 2. DISCUSSION OF ISSUE:

This item begins the formation of a benefit assessment district for the Blue Diamond Development located on the Southeast corner of the intersection of N. Washington Road and Fulkerth Road. A consent to levy assessments form has been signed by the property owner, Blue Diamond Growers or a representative thereof, authorizing the City Engineer to act as the Engineer of Work in these proceedings. The City Engineer then determines the cost of improvements and/or maintenance of the development landscaping, street lighting, and streets. The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 directs the Engineer of Work to produce an Engineer's Report which details the annual costs to each lot of the subdivision, which is collected on property taxes.

The purpose of the assessment district is to ensure that this new development pays for its own maintenance and operation of the streetlights, landscape maintenance, street sweeping, and future slurry seals. By forming this district it will allow the development to be built and not impact existing City funds that maintain the streets and lighting.

### 3. BASIS FOR RECOMMENDATION:

A) Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development, such as maintenance of landscaping foliage, street light repair, and street maintenance or repair.

B) This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on City street lighting,

street sweeping, street slurry seals, and landscaping so as to not affect existing City funds.

**Strategic Plan Initiative:** F. POLICY INITIATIVE - INTELLIGENT, PLANNED, MANAGED GROWTH:

**Goal(s):** 1) c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

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

**Fiscal Impact:** None at this time. Fiscal impacts will be outlined at the 2<sup>nd</sup> meeting of the formation of this assessment district.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

Not applicable.

**7. ALTERNATIVES:**

- A. Deny a resolution initiating the proceedings to form this assessment district. City staff does not recommend this alternative however, because the maintenance costs from this development would then impact other city funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING }  
PROCEEDINGS FOR THE BLUE DIAMOND }  
LANDSCAPING, LIGHTING, AND STREET }  
MAINTENANCE BENEFIT ASSESSMENT }  
DISTRICT, SUBDIVISION PROJECT }  
NO. 12-21 }

RESOLUTION NO. 2012-

**WHEREAS**, the City Council of the City of Turlock proposes to form a benefit assessment area pursuant to the Landscaping and Lighting Act of 1972 for the purpose of the following improvements:

*The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included along the frontage of the Blue Diamond Facility, a development of an eighteen acre portion of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 089-001-001, City of Turlock, County of Stanislaus, State of California; and*

**WHEREAS**, the proposed benefit assessment area shall be designated "Blue Diamond Landscaping, Lighting and Street Maintenance Benefit Assessment District," Development Project No. 12-21, City of Turlock, County of Stanislaus, State of California, and shall include an eighteen acre portion of that certain parcel of land identified by the County Assessor as Assessor's Parcel Number 089-001-001, City of Turlock, County of Stanislaus, State of California, on file in the office of the City Engineer and is hereby approved.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Turlock that the City Engineer of the City of Turlock is hereby designated as the engineer of work for the purpose of these formation proceedings; and

**BE IT FURTHER RESOLVED** that the City Engineer is hereby directed to prepare and file with the City Clerk a report in accordance with the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.

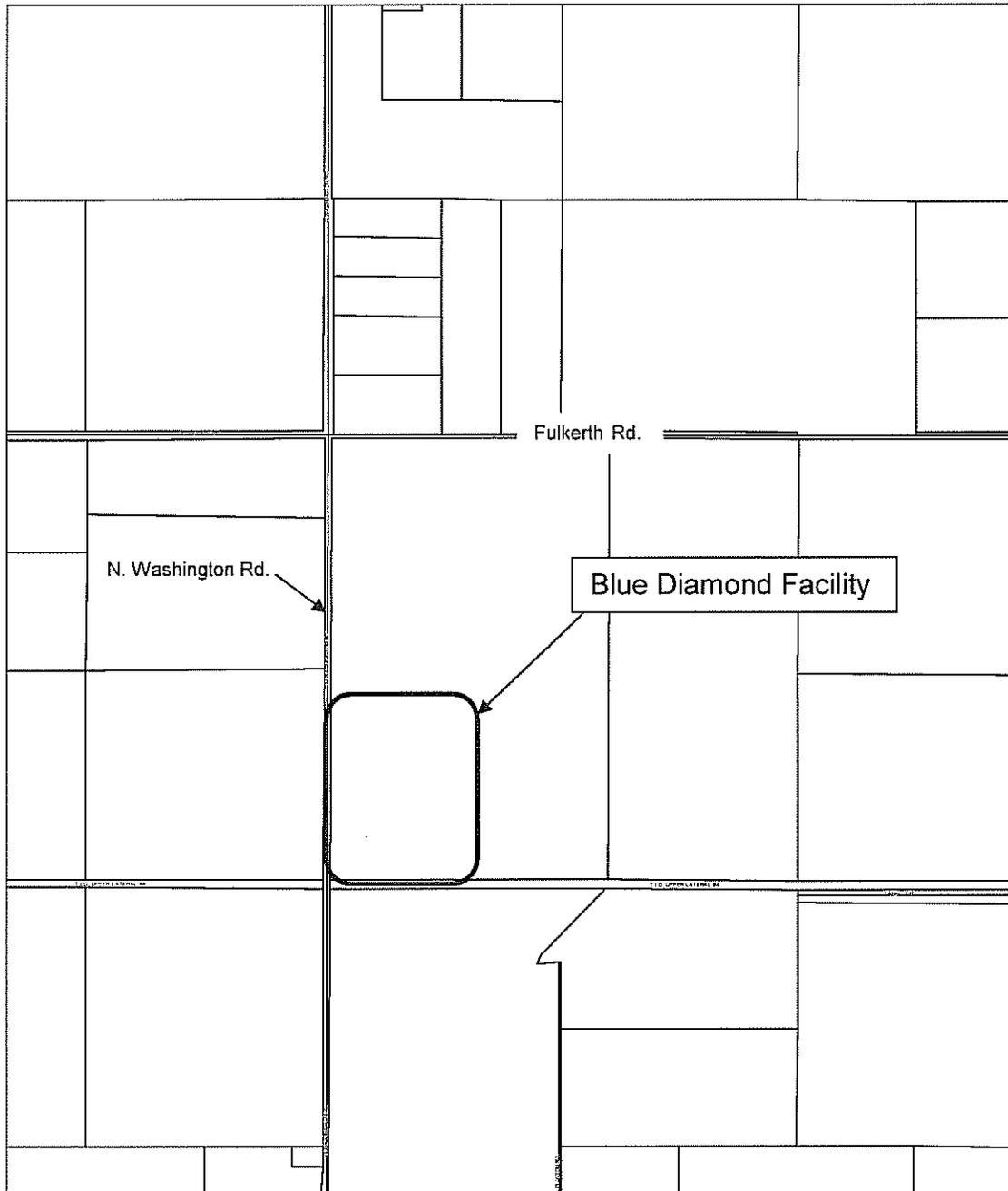
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

SITE MAP  
Of  
**Blue Diamond Assessment District**





## Council Synopsis

55

June 26, 2012

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for Avena Bella, Parcel Map 11-04, Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 11-32

### 2. DISCUSSION OF ISSUE:

This item begins the formation of a benefit assessment district for the Parcel Map 11-04 (Avena Bella) development located on the South side of W. Linwood, South of West Avenue South. A consent to levy assessments form has been signed by the property owner, Felix AuYeung, or a representative thereof, authorizing the City Engineer to act as the Engineer of Work in these proceedings. The City Engineer then determines the cost of improvements and/or maintenance of the development landscaping, street lighting, and streets. The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 directs the Engineer of Work to produce an Engineer's Report which details the annual costs to each lot of the development, which is collected on property taxes.

The purpose of the assessment district is to ensure that this new development pays for its own maintenance and operation of the streetlights, landscape maintenance, street sweeping, and future slurry seals. By forming this district it will allow the development to be built and not impact existing City funds that maintain the streets and lighting.

### 3. BASIS FOR RECOMMENDATION:

A) Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development, such as maintenance of landscaping foliage, street light repair, and street maintenance or repair.

B) This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on City street lighting,

street sweeping, street slurry seals, and landscaping so as to not affect existing City funds.

**Strategic Plan Initiative:** F. POLICY INITIATIVE - INTELLIGENT, PLANNED, MANAGED GROWTH:

**Goal(s):** 1) c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

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

**Fiscal Impact:** None at this time. Fiscal impacts will be outlined at the 2<sup>nd</sup> meeting of the formation of this assessment district.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

Not applicable.

**7. ALTERNATIVES:**

- A. Deny a resolution initiating the proceedings to form this assessment district. City staff does not recommend this alternative however, because the maintenance costs from this development would then impact other city funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING }  
PROCEEDINGS FOR AVENA BELLA, }  
PARCEL MAP 11-04, LANDSCAPING, }  
LIGHTING, AND STREET MAINTENANCE }  
BENEFIT ASSESSMENT DISTRICT, }  
DEVELOPMENT PROJECT NO. 11-32 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the City Council of the City of Turlock proposes to form a benefit assessment area pursuant to the Landscaping and Lighting Act of 1972 for the purpose of the following improvements:

*The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included in Parcel Map 11-04, a development of Assessor's Parcel Number 044-064-004, County of Stanislaus, State of California; and*

**WHEREAS**, the proposed benefit assessment area shall be designated "Parcel Map 11-04 (Avena Bella) Landscaping, Lighting and Street Maintenance Benefit Assessment District", Development Project No. 11-32, City of Turlock, County of Stanislaus, State of California, and shall include the land shown on the Vesting Tentative Parcel Map 11-04, City of Turlock, County of Stanislaus, State of California, on file in the office of the City Engineer and is hereby approved.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Turlock that the City Engineer of the City of Turlock. is hereby designated as the engineer of work for the purpose of these formation proceedings; and

**BE IT FURTHER RESOLVED** that the engineer is hereby directed to prepare and file with the City Clerk a report in accordance with the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.

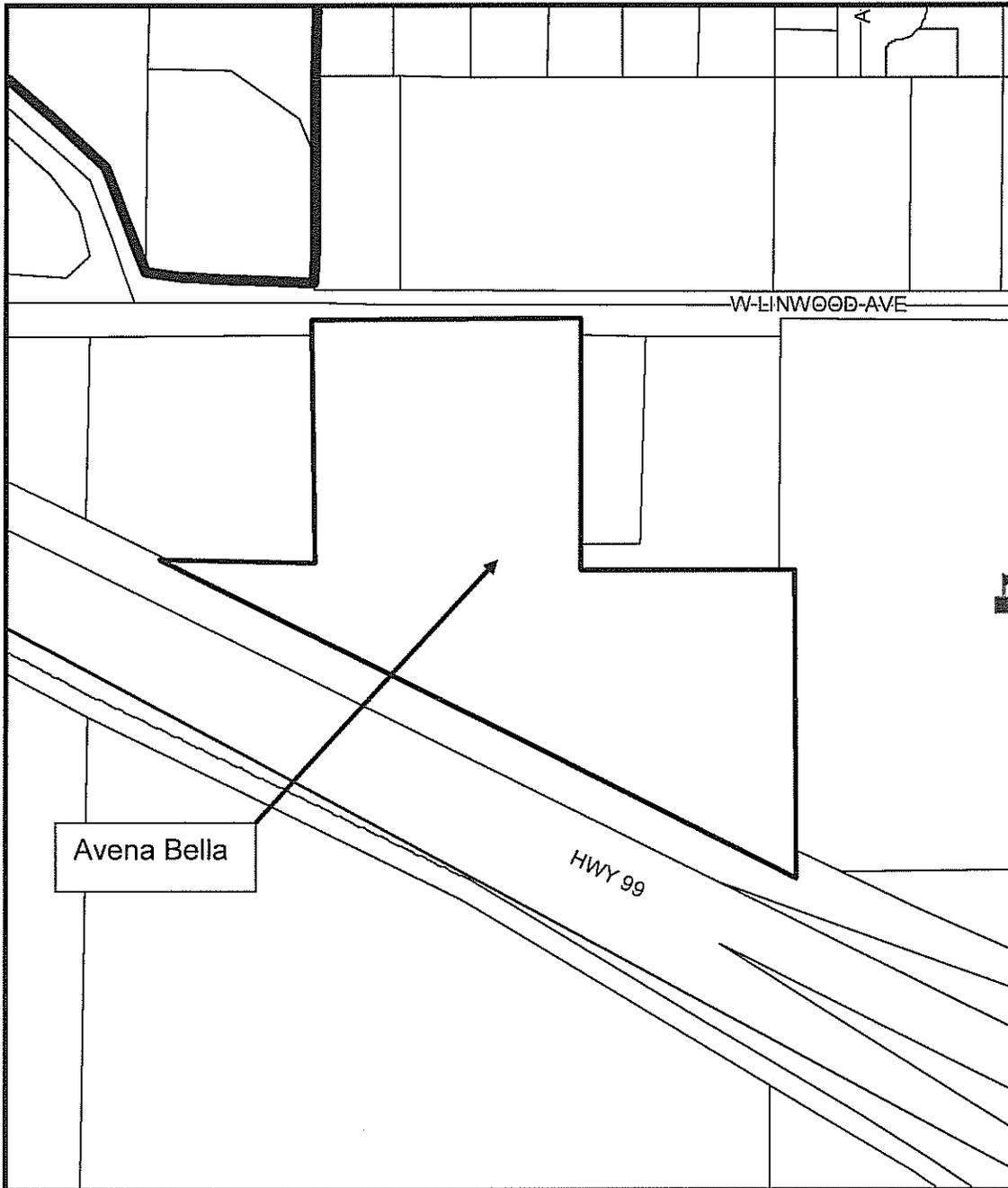
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

SITE MAP  
Of  
PARCEL MAP 11-04 (AVENA BELLA)





## Council Synopsis

5K  
June 26 2012

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

Prepared by: Anthony R. Orosco, Senior Civil Engineer

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Initiating proceedings for Moline, Parcel Map 12-01, Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 12-33

### 2. DISCUSSION OF ISSUE:

This item begins the formation of a benefit assessment district for the Parcel Map 12-01 (Moline) located on the Southeast corner of the intersection of East Minnesota and Greenboro Streets. A consent to levy assessments form has been signed by the property owner, Donald Moline or a representative thereof, authorizing the City Engineer to act as the Engineer of Work in these proceedings. The City Engineer then determines the cost of improvements and/or maintenance of the development landscaping, street lighting, and streets. The Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982 directs the Engineer of Work to produce an Engineer's Report which details the annual costs to each lot of the subdivision, which is collected on property taxes.

The purpose of the assessment district is to ensure that this new development pays for its own maintenance and operation of the streetlights, landscape maintenance, street sweeping, and future slurry seals. By forming this district it will allow the development to be built and not impact existing City funds that maintain the streets and lighting.

### 3. BASIS FOR RECOMMENDATION:

- A) Staff's recommendation is based on laws governing the provision of funding for basic improvement in a subdivision or development, such as maintenance of landscaping foliage, street light repair, and street maintenance or repair.
- B) This benefit funding is maintained and tracked by staff. The funds that are collected from this development will pay for its impacts on City street lighting,

street sweeping, street slurry seals, and landscaping so as to not affect existing City funds.

**Strategic Plan Initiative:** F. POLICY INITIATIVE - INTELLIGENT, PLANNED, MANAGED GROWTH:

**Goal(s):** 1) c. Ensure that all new growth pays for itself (Assessment Districts, CFF/PAF, CFD)

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

**Fiscal Impact:** None at this time. Fiscal impacts will be outlined at the 2<sup>nd</sup> meeting of the formation of this assessment district.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

Not applicable.

**7. ALTERNATIVES:**

A. Deny a resolution initiating the proceedings to form this assessment district. City staff does not recommend this alternative however, because the maintenance costs from this development would then impact other city funds.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF INITIATING }  
PROCEEDINGS FOR MOLINE, }  
PARCEL MAP 12-01, LANDSCAPING, }  
LIGHTING, AND STREET MAINTENANCE }  
BENEFIT ASSESSMENT DISTRICT, }  
DEVELOPMENT PROJECT NO. 12-33 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, the City Council of the City of Turlock proposes to form a benefit assessment area pursuant to the Landscaping and Lighting Act of 1972 for the purpose of the following improvements:

*The maintenance and replacement of street trees, plants, vegetation, sprinkler systems, rear yard wall adjacent to or within the public right of way, street lighting, streets, improvements, and appurtenances adjacent to or within the public right of way in the streets included in Parcel Map 12-01 a subdivision of Assessor's Parcel Number 072-023-062, County of Stanislaus, State of California; and*

**WHEREAS**, the proposed benefit assessment area shall be designated "Parcel Map 12-01 (Moline) Landscaping, Lighting and Street Maintenance Benefit Assessment District", Development Project No. 12-33, City of Turlock, County of Stanislaus, State of California, and shall include the land shown on the Vesting Tentative Parcel Map 12-01, City of Turlock, County of Stanislaus, State of California, on file in the office of the City Engineer and is hereby approved.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Turlock that the City Engineer of the City of Turlock. is hereby designated as the engineer of work for the purpose of these formation proceedings; and

**BE IT FURTHER RESOLVED** that the engineer is hereby directed to prepare and file with the City Clerk a report in accordance with the Landscaping and Lighting Act of 1972 and the Benefit Assessment Act of 1982.

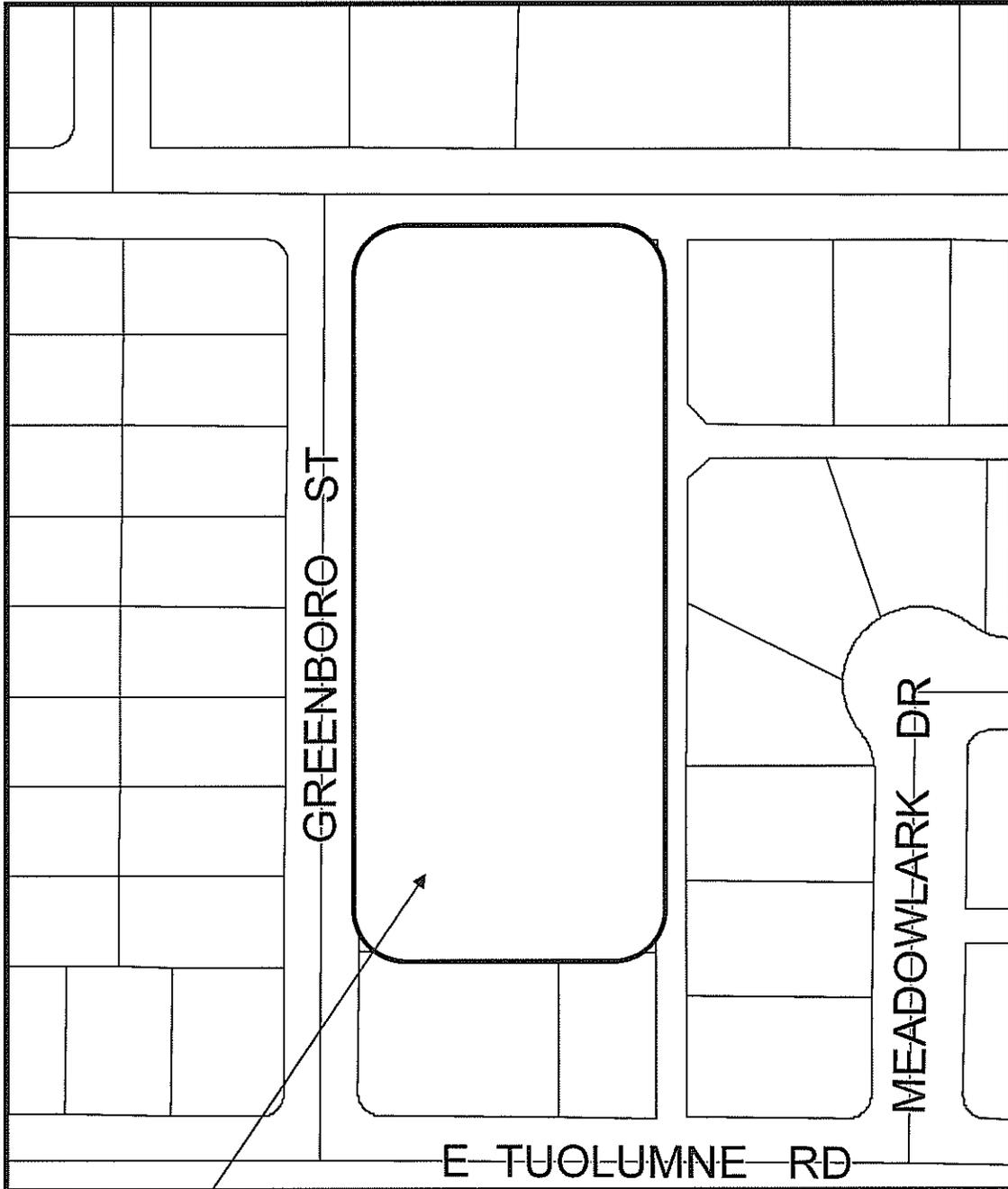
**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

SITE MAP  
Of  
PARCEL MAP 12-01(MOLINE)



Parcel Map 12-01  
APN #072-023-033



## Council Synopsis

54

June 26, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-915) with 4Leaf, Inc., of Pleasanton, California, for plan check services in an amount not to exceed \$22,500

Motion: Approving Amendment No. 1 to the Retainer Agreement (Contract No. 11-918) with Bureau Veritas North America, Inc., of Sacramento, California, for plan check services in an amount not to exceed \$42,500

### 2. DISCUSSION OF ISSUE:

The City of Turlock has a regular need for plan check services throughout every year. In general, the outside plan check organizations are primarily utilized for large commercial projects that take up significant amounts of staff time which would result in significant delays to other plans within in the plan check process.

Also, in accordance with the Health and Safety Code Section 19837, in the event of an excessive delay, as defined by the Code to be greater than 50 days after the submittal of a complete application to complete the structural building safety plan check of the plans that are suitable for plan checking, the applicant may request the City to employ a private entity to perform the plan checking function subject to certain other restrictions.

On June 14, 2011, the City approved a retainer agreement with 4Leaf, Inc. to provide professional plan check services. The original agreement was for a one-year term at an amount not to exceed \$12,500. This amendment adds an additional year to the agreement while increasing the agreement by \$10,000 to a new not to exceed value of \$22,500. As of this date, the original \$12,500 in funds has been expended out of the Fiscal Year 2012/2013 budget. The \$10,000 increase in available funds will be utilized throughout the Fiscal Year 2012/2013.

In addition to the above agreement, on July 26, 2011, the City approved a retainer agreement with Bureau Veritas North America, Inc. to provide professional plan check services. The original agreement was for a one-year term at an amount not to exceed \$12,500. This amendment adds an additional year to the agreement while increasing the agreement by \$30,000 to a new not to exceed value of \$42,500. As of this date, the original \$12,500 in funds has been expended out of the Fiscal Year 2012/2013 budget. The \$30,000 increase in available funds will be utilized throughout the Fiscal Year 2012/2013

As a result of our positive experience with both of the above consultants and the need to retain these occasional services, staff is recommending to continue the City's relationship with both of these organizations for plan check services.

As previously utilized, budget line number 405-40-405.43260, "Plan Check Services", will be utilized for the various projects reviewed under these contracts.

**3. BASIS FOR RECOMMENDATION:**

- A. Retainer agreements allow for special services to be provided on an as-needed basis in a quick and efficient manner.
- B. All contracts and contract amendments must be approved by the City Council.

**Strategic Plan Initiative:** B. FISCAL RESPONSIBILITY

**Goal(s):** a. Create an "efficient" yet effective City government organization

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

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

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

The increase in maximum compensation allowed under these Retainer Agreements will be absorbed by the various projects that utilize these services.

**Fiscal Impact:** \$10,000 - 4Leaf, Inc.  
\$30,000 - Bureau Veritas North America, Inc.  
405-40-405.43260 Plan check services

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

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Reject approval of this amendment. This is not recommended by Staff as these consultants provide services required for expedient plan checking. A rejection of these amendments would require a separate Request for Proposal process which would take months to complete with the expenditure of a significant amount of staff time and cause delays to development projects.



**AMENDMENT NO. 1  
to  
Agreement  
Between  
CITY OF TURLOCK  
and  
4LEAF, Inc  
for  
Plan Check Services**

**CONTRACT NO. 11-915**

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**THIS AMENDMENT**, dated June 26, 2012, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **4LEAF, Inc** (hereinafter "CONTRACTOR").

**WHEREAS**, the parties hereto previously entered into an agreement dated June 14, 2011 whereby CONTRACTOR will perform plan check consulting services (hereinafter the "Agreement").

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

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

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Ten Thousand and No/100<sup>ths</sup> Dollars (\$10,000). The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Twenty Two thousand and No/100<sup>ths</sup> Dollars (\$22,500.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

2. Paragraph 5 of the Agreement is amended to read as follows:

"5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twenty four months (24) beginning June 14, 2011 and ending June 30, 2013 subject to CITY's availability of funds.

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

*OK for Agenda*  
*[Signature]*

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

**CITY OF TURLOCK**

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

**APPROVED AS TO SUFFICIENCY:**

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

\_\_\_\_\_

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

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

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

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



**AMENDMENT NO. 1**  
**to**  
**Agreement**  
**Between**  
**CITY OF TURLOCK**  
**and**  
**Bureau Veritas North America, Inc.**  
**for**  
**Plan Check Services**  
  
**CONTRACT NO. 11-918**

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**THIS AMENDMENT**, dated June 26, 2012, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **Bureau Veritas North America, Inc** (hereinafter "CONTRACTOR").

**WHEREAS**, the parties hereto previously entered into an agreement dated July 26, 2011 whereby CONTRACTOR will perform plan check consulting services (hereinafter the "Agreement").

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

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

"4. **COMPENSATION:** CITY agrees to pay CONTRACTOR additional compensation in the amount of Thirty Thousand and No/100<sup>ths</sup> Dollars (\$30,000). The compensation for completion of all items of work, as set forth in the Agreement and this Amendment No. 1 shall not exceed Forty Two thousand and No/100<sup>ths</sup> Dollars (\$42,500.00). Such maximum amount shall be compensation for all of CONTRACTOR's expenses incurred in the performance of the Agreement and this Amendment No. 1."

2. Paragraph 5 of the Agreement is amended to read as follows:

"5. **TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twenty three months (23) beginning July 26, 2011 and ending June 30, 2013 subject to CITY's availability of funds.

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

*OK for Agenda*  
*AM*

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

**CITY OF TURLOCK**

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

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

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

ATTEST:

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

\_\_\_\_\_

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

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

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

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



## Council Synopsis

5M

June 26, 2012

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From: Mike Pitcock, Director of Development Services

Presented by: Maryn Pitt, Housing Program Services Manager

Agendized by: Roy Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the execution of Amendment No. 1 to the agreement with the Alliance/Small Business Development Center to offer business enhancements and training services as outlined in Exhibit A for Fiscal Year 2011/12

### 2. DISCUSSION OF ISSUE:

In November 2009, the Council entered into sub-recipient agreements with the Alliance / Small Business Development Center as part of the CDBG-R funds that the City applied for and received from the **American Recovery and Reinvestment Act of 2009**, abbreviated **ARRA** (Pub. L. 111-5), an economic stimulus package enacted by the 111th United States Congress in February 2009.

Specifically, this federal act made supplemental appropriations for job preservation and creation, infrastructure investment, energy efficiency and science, assistance to the unemployed, and State and local fiscal stabilization, for the fiscal year ending September 30, 2009, and for other purposes. This legislative package included a special allocation of CDBG funds to provide stimulus to local communities. Turlock applied for and received \$200,913. for the purpose of providing energy efficiency upgrades to the low income and senior segments of the community as well as three separate economic development activities.

As part of the grant, the City allocated **\$30,000** to be utilized through a sub-recipient agreement with the Alliance/Small Business Development Center, a non-profit training and technical assistance program that is offered as part of the County wide workforce investment to carry out these economic assistance efforts. The SBDC has used the funds to assist microenterprises, stabilize businesses and assist the Downtown Business Incubator to become successful. Further, SBDC has acted to provide business enhancement resources and technical assistance to small businesses in order to strengthen their market position or to adjust their marketplace strategies. These programs have and will continue to include business counseling, business plan development, budgeting and financial management, expansion assessment, web site development and

other services related to the start up or expansion of home-based businesses or micro enterprises.

This is the second of two grants awarded to SBDC for business assistance and training in Turlock. This amendment extends the time of the agreement to September 30, 2012 for the full expenditure of grant funds in the agreement.

**3. BASIS FOR RECOMMENDATION:**

The start up of the business assistance program was slow and there are still funds available to assist in this program. However, the SBDC and the City recognize a continuing need to assist business and business owners during these difficult economic times. This agreement concludes the scope of work in the CDBG-R grant that the City was awarded.

**1) GOALS:**

- a. Create and sustain value-added economic development
- b. Generate job creation and retention
- c. Enhance revenue
- d. Create diversity of opportunity for business and community development
- e. Develop realistic strategies and goals
- f. Maximize use of Alliance and others (CVB, Chamber of Commerce, developers and California State University Stanislaus)
- h. Recognize regional and local economic development

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

**Fiscal Impact**

There will be no impact to the General Fund.

**Budget Amendment:** A Budget for this funding has been established in the current 2011-2012 City of Turlock Budget from Fund 258-41-497.

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

Recommends approval.

**6. ENVIRONMENTAL DETERMINATION:**

There is not environmental determination for the extension of this agreement. However, environmental review was previously required as part of the required HUD process.

**7. ALTERNATIVES:**

Do not authorize the extension of the SBDC agreement for the expenditure of funds. This alternative is not recommended as it will continue to provide needed assistance to the Turlock business community.

**American Recovery and Reinvestment Act of 2009  
(ARRA)**

Community Development Block Grant for Economic  
Recovery (CDBG-R)

**SUB RECEIPT AGREEMENT  
BETWEEN THE CITY OF TURLOCK  
AND  
SMALL BUSINESS DEVELOPMENT CENTER**

**Amendment Number 1**



**THIS AMENDMENT NO. 1**, dated June 26, 2012, is entered into by and between the **CITY OF TURLOCK**, a municipal corporation (hereinafter "CITY") and **ALLIANCE SMALL BUSINESS DEVELOPMENT CENTER**, (hereinafter "SBDC").

**WHEREAS**, the parties hereto previously entered into an agreement for the purpose of providing an enhanced program of training and counseling targeted at existing and start-up business owners primarily in the Downtown area of Turlock as described on Exhibit "A" attached hereto; and

**WHEREAS**, said Agreement extended from July 1, 2011 to June 30, 2012, was in the amount of \$30,000.00, and billed quarterly.

**NOW, THEREFORE**, the parties hereto mutually agree to amend said Agreement.

**G. TIME OF PERFORMANCE**

Services of the sub recipient, SBDC, are amended to extend the contract period until September 30, 2012. There is no change in the total amount of the grant.

However the budget is amended to reflect the following:

*OK for Agenda*  
*PM*

**II. BUDGET**

**Turlock Downtown Business Assistance Program  
City of Turlock CDBG-R funding  
July 1, 2012- September 30, 2012**

**Program Budget**

<b>DESCRIPTION</b>	<b>Budgeted</b>
<b>PERSONNEL</b>	
Bus Consultant/Trainer	\$26,000
<b>Total Personnel</b>	<b>\$26,000</b>
<b>OPERATIONS</b>	
Office/Operational Supplies	\$500
Office Rent	\$3,500
<b>Total Operations</b>	<b>\$4,000</b>
<b>TOTAL</b>	<b>\$30,000</b>

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

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective officers' thereunto duly authorized on the date first written hereinabove.

**CITY OF TURLOCK**

**SMALL BUSINESS DEVELOPMENT CENTER**

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

By: \_\_\_\_\_  
Kurt Clark, Director

APPROVED AS TO FORM:

Small Business Development Center  
1020 Tenth Street, Suite 102 Modesto, CA  
95354

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

ATTEST:

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



**American Recovery and Reinvestment Act of 2009 (ARRA)**  
Community Development Block Grant for Economic Recovery  
(CDBG-R)

**SUB RECEIPT AGREEMENT**

**BETWEEN THE CITY OF TURLOCK**

**AND**

**SMALL BUSINESS DEVELOPMENT CENTER**

THIS AGREEMENT entered into this **28th day** of June 2011 by and between the City of Turlock and Alliance Small Business Development Center (herein called the "subrecipient").

WHEREAS, the City has applied for and anticipates receiving funds from the United State Department of Housing and Urban Development (HUD) from the Community Development Block Grant Recovery funding, hereafter referred to as CDBG-R, under Title XII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) the provide training for the Small Business Development Center.

WHEREAS, the City adopted its FY 2011-2012 Annual Action Plan (hereinafter referred to as "Annual Action Plan"), which includes the CDBG-R funds for economic development activities which are set for the project described herein; and

WHEREAS, HUD has accepted and certified the aforementioned Annual Action Plan, and substantial amendment and has notified the City that CDBG-R funds to be received under the conditions of this agreement are federal funds, having Catalog of Federal Domestic Assistance Number of 14.253.

WHEREAS, HUD will annually review the performance of the CDBG-R program to determine whether the City has carried out its (CDBG-R) activities in a timely manner and has significantly disbursed CDBG-R funds.

NOW THEREFORE, it is agreed between the parties hereto that;

## **SCOPE OF SERVICE**

### **A. Activities**

Working with the Alliance Small Business Development Center, a non-profit training and technical assistance program that is offered as part of the County wide workforce investment, the City will be contracting to provide business enhancement resources and technical assistance to small businesses in order to strengthen their market position or to adjust its marketplace strategies. These programs will include business counseling, business plan

development, budgeting and financial management, expansion assessment, web site development and other services related to the start up or expansion of home-based businesses or micro enterprises.

This activity is targeting the severe economic crisis of the City's Downtown District where the vacancy rate has climbed to almost 30% of the storefronts. This activity will be used to assist the Downtown Turlock Association in their small business incubator project where by there are bringing new businesses into the incubator with the intention of providing technical assistance through this grant that will allow those business to grow and move out of the incubator to occupy vacant retail space downtown.

### **Program Delivery**

Proposed funds will be used to provide the Alliance SBDC with resources for an enhanced program of training and counseling targeted at existing and start-up business owners primarily in the Downtown area of Turlock. This program will provide up to \$30,000 in CDBG funds over the grant period and will be used exclusively within the city of Turlock. In addition the city would agree to provide documentation of any "in-kind" provided to the SBDC such as office and training space, staff time, marketing, and support materials for this program.

*For more information refer to CDBG-R Substantial Amendment to the 2008-2009 Action Plan application on file at the Office of Housing.*

### **B. General**

1. The services and/or goods provided under this contract are to be funded in whole or in part with funds awarded to the City of Turlock as a prime recipient or subrecipient under the ARRA. The subrecipient [or Contractor] agrees that it will comply with all ARRA requirements applicable to this contract. The subrecipient agrees that it will provide all information and documentation required by the City, State of California, and HUD in order to comply with ARRA requirements.
2. ARRA requires the City to make quarterly reports to the Federal Government or the prime recipient by electronic media documenting the expenditure and use of the ARRA funds awarded for the work performed under this contract. Subrecipient [or Contractor] agrees to cooperate fully with the City by providing the required information by the Federal Government as a condition of the award of ARRA funds for the work performed under this agreement. This reporting requirement is mandatory upon Our House Families [or Contractor] and any subcontractors and must be accomplished within the given time frames. Failure to meet these time frames or to provide complete and accurate information cannot be tolerated.
3. The subrecipient [or Contractor] shall record, maintain, and provide ARRA information in such format as may be required by the City, and the Federal Government. The Subrecipient [or Contractor] shall further assist the City in satisfying other requirements of ARRA, including but not limited to, providing complete cooperation in the performance of financial and performance audits as may be necessary to track the use of ARRA funds.

4. Failure on the part of the Contractor or subrecipient to record, maintain, and provide information regarding the use of ARRA funds in the work performed under this contract, or to provide such other assistance as may be needed to comply with Federal requirements will constitute a breach of this contract and may be enforced by i) withholding of payments otherwise due under the terms of this contract, ii) action for specific performance; iii) termination of this contract; iv) potential disqualification from future bids for a defined period of time; and v) any other remedy provided by law or by the terms of this agreement.

**The City shall provide:**

1. Overall policy guidance on matters pertaining hereto.
2. Review and approval of all CDBG-R staff positions requested by Subrecipient to insure program compliance.
3. Evaluation and monitoring of reports completed by Subrecipient in order to recommend changes for improvement or clarity. Monitoring of CDBG-R related activities to assure compliance with all local, state, and federal laws and regulations in order to provide legal assurances to the United States Department of Housing and Urban Development. Notification to Subrecipient in writing of any noncompliance, stating clearly the nature of the noncompliance, the corrective action required, the time allowed for corrective action and the sanctions to be imposed in case of failure.
4. An accounting system to control the drawdown, receipt, and disbursement of CDBG-R monies.
5. Submission to Subrecipient in a timely fashion necessary documents, information, and statistics required by the City in order to carry out the terms of this agreement.
6. Notification to Subrecipient of schedules, timelines, etc. for submission of all required ARRA documents to the City.
7. The City's Office of Housing will serve as the Local Administrator for HUD's Integrated Disbursement & Information System (IDIS) and will process all requests to HUD from Subrecipient; the City's Finance Department will process all CDBG-R reimbursement requests from Subrecipient for drawdown via IDIS; the Office of Housing will be responsible for activity setup and quarterly activity accomplishment data input in IDIS for CDBG-R projects.

**The subrecipient:**

1. Is required to register with Dun & Bradstreet to obtain a DUNS number (<http://fedgov.dnb.com/webform>) and to provide the City with their unique DUNS number prior to award. A DUNS number is a unique 9 (nine) digit number which is a requirement for Federal agreements and/or grants.
2. Is required to register on the Central Contractor Registration (CCR) at [www.ccr.gov/startregistration.aspx](http://www.ccr.gov/startregistration.aspx).
3. Must not be debarred or suspended from working on federally assisted projects. (<https://www.epls.gov/>).
4. Must have an office located in the City of Turlock.
5. Must have been in operation for a minimum of two years in the State of California providing the proposed services and activities
6. Will coordinate information gathering with the City to assist in the preparation of quarterly submissions to HUD.

7. Will provide to the City as requested, a copy of plans, studies, legal options, contracts, and agreements under this contract.
8. Will provide to the City status reports (quarterly, T&E and other reports as requested by the Housing Program Coordinator) of subrecipient and its sub-contracts performing under this agreement. Maintain a monthly program reporting system for local use, and for preparation in filing the Consolidated Annual Performance and Evaluation Report (CAPER). Maintain other records as specified in 24 CFR Part 570, Section 570.506.
9. Will make available all reports, maps, records, surveys, and other data relating to the work tasks specified hereunder to the City upon request.
10. Will prepare and administer labor compliance and equal opportunity reports of subrecipient and its subcontractors.
11. Will prepare a detailed schedule outlining the work to be completed during the current program year. Schedule must be consistent with approved budgeted activities and approved by the City in advance.
12. Will permit the City Manager or the Secretary of HUD, the Comptroller General of the United States or their duly authorized representative to audit, inspect, examine and make excerpts from all of its books, accounts, records, files and other papers relating to the projects listed in the Scope of Services, and to inspect all work being undertaken in connection therewith. Subrecipient agrees that it will cause to be conducted its own annual audit of records and accounts relating to the activities undertaken hereby, all in accordance with OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions". Subrecipient's independent audit report shall be submitted to the City within thirty (30) days of receipt by subrecipient and will be made a part of the City's overall audit file of CDBG-R program activities.
13. Will maintain financial records (monthly source documentation to support reimbursement requests) and provide for processing of payments for activities administered by subrecipient.
14. Will coordinate information gathering with appropriate City agencies to assist in the preparation and administration of the City of Turlock's Consolidated Plan.
15. Will coordinate with applicable City departments in the preparation of the City's annual Consolidated Plan, Strategic Action Plan and the Consolidated Annual Performance and Evaluation Report (CAPER).

**C. National Objectives**

All activities funded with ARRA funds must meet one of the HUD's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The subrecipient certifies that the activity (ies) carried out under this agreement will meet.

**D. Levels of Accomplishment – Goals and Performance Measures**

The sub recipient agrees to provide the following levels of program services:

Activity
----------

The Alliance Small Business Development Center is proposing a Scope of Work for the Turlock Downtown Business Assistance program that includes the following components:

- One-on-One Professional Business Consulting provided by SBDC consultants to all businesses in the City of Turlock. Consulting will be provided free of charge to the businesses.  
One to Two training sessions delivered at the incubator each month. These will be in a 2 or 3 hr format on a variety of business relevant topics open to all Incubator participants free of charge.
- One in-depth 36-hour Business Management course offered in the fall of 2011.
- Onsite Business Reviews for existing businesses to assess customer and organization service levels. Detail reports will be provided along with recommendations for improvements and counselor follow up.
- The Alliance SBDC will rent Incubator space from the Turlock Downtown Property Owners Association during this program in order to have a confidential location for consultants and clients to meet on-site in Turlock.
- The Alliance SBDC will provide all program management and consultants/trainers for this program. All marketing will be conducted in collaboration with the City of Turlock and the Turlock Downtown Property Owners Association. The SBDC intends to invoice the City monthly for all services provided under this agreement.

#### Outcome

Some of the expected outcomes of this program from 07/01/2011 through 6/30/12 include:

- 50 clients will receive, on average, 5 hours of free one-on-one counseling
- 12 clients will start new businesses
- 20 new jobs will be created or added by clients served in this program
- at least 12 businesses will be provided comprehensive on-site review and assessment

Growing and strengthening the local economy is the primary purpose of the SBDC program. This collaborative partnership of the Alliance SBDC, the City of Turlock and local non profit organizations will provide direct management and technical skills training, counseling services, referrals to sources of funding assistance, and professional mentorship to a wide variety of entrepreneurs and existing businesses

**E. Staffing** - Any changes in the key personnel assigned or their general responsibilities under this project are subject to the prior approval of the City of Turlock.

**F. Performance Monitoring** - The City of Turlock will monitor the performance of the sub recipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this agreement. If action to correct such substandard performance is not taken by the sub recipient within a reasonable period after being notified by the City, contract suspension or termination procedures will be initiated.

The below expenditures will be monitored to insure:

1. No more than 10 percent of the grant amount will be spent on administration and planning.
2. No more than 15 percent of the total grant amount will be spent on public services.

**G. TIME OF PERFORMANCE**

Services of the sub recipient shall start on the 1<sup>st</sup> day of July 2011 and end on the December 31, 2011.

**II. BUDGET**

<b>Turlock Business Assistance Program</b>	
<b>July 1, 2011- June 30, 2012</b>	
<b>Proposed Budget</b>	
<b>DESCRIPTION</b>	
<b>PERSONNEL</b>	
Administrative Cost	6,000.00
Bus Consultant/Trainer	16,000.00
<b>Total Personnel</b>	<b>22,000.00</b>
<b>OPERATIONS</b>	
Office Rent	3,000.00
Onsite Business Reviews	5,000.00
<b>Total Operations</b>	<b>8,000.00</b>
<b>TOTAL BUDGET</b>	<b>30,000.00</b>

**NOTE:** Refer to CDBG-R Substantial Amendment application on file with the Office of Housing for more information. No more than 10% of the grant funding will be spend on administration and planning. No more than 15% of the total grant amount will be spent on public services. At least 70% of the total grant amount will benefit persons of low and moderate income.

### III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City of Turlock under this agreement shall not exceed **\$30,000**. Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in Section II. (Budget) herein and in accordance with performance.

### IV. NOTICES

Notices required by this agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

**For the City of Turlock:**

Maryn Pitt, Housing Program Services Manager  
City of Turlock  
156 South Broadway, Suite 140  
Turlock, CA 95380

**For the Small Business Development Center:**

Kurt Clark, Director  
Alliance SBDC  
1020 10th Street, suite 102  
Modesto, CA 95354  
(209) 567-4910

### V. GENERAL CONDITIONS

**A. General Compliance** - The requirements set forth in the Notice of Allocations, Applications, Application Procedures, and Requirements for CDBG-R under the ARRA, dated March 19, 2009 and as may be amended (the notice), the requirements set forth under the CDBG-R Fund heading of Division A, Title XII of the American Recovery and Reinvestment Act (ARRA) of 2009, Public Law 111-5, 123 Stat. 115 (Feb. 17, 2009) Recovery Act, and the submissions pursuant to the Notice are incorporated as part of this agreement.

The subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

**B. "Independent Contractor"** - Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the subrecipient is an independent contractor.

**C. Subcontractor Flow-Down Requirements** - Contractor [or subrecipient] agrees that it shall include these supplemental terms and conditions, including this requirement, in any of its subcontracts in connection with projects funded in whole or in part with funds available under ARRA.

**D. Hold Harmless** - The subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

**E. Workers' Compensation** - The subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this agreement.

**F. Insurance & Bonding** - The subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

**G. City Recognition** - The subrecipient shall insure recognition of the role of the City in providing services/funding through this agreement. All activities, facilities, and items utilized pursuant to this agreement shall be prominently labeled as to funding source. In addition, the subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this agreement.

**H. Amendments** - The City or subrecipient may amend this agreement at any time provided that such amendments make specific reference to this agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City Manager's Office. Such amendments shall not invalidate this agreement, nor relieve or release the City or subrecipient from its obligations under this agreement.

The City may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement, such modifications will be incorporated only by written amendment signed by both City and subrecipient.

**I. Suspension or Termination** - In accordance with 24 CFR 85.43, 570.502, and 570.503, the City may suspend or terminate this agreement if the subrecipient materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this agreement may also be terminated for convenience by either the City or the subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety. Subrecipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by subrecipient during the agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement.

**J. Job Creation and Retention**- The subrecipient or [or contractor] shall provide to the City an estimate of the number of new positions created and filled, positions retained, or previously existing unfilled positions that are filled or retained as a result of this contract. The estimated number shall be expressed as full-time equivalent (FTE), calculated cumulatively as all hours worked divided by the total number of hours in a full-time schedule. The subrecipient or [or contractor] shall update the information regarding jobs creation and retention on a quarterly basis, and shall provide each updated report to the City no later than 10 **business days** before the end of each calendar quarter.

The subrecipient [or Contractor] shall provide a brief description of the types of jobs created or jobs retained in the United States and outlying areas. This description may rely on job titles, broader labor categories, or the subrecipient or [or Contractor] existing practice for describing jobs provided the terms are widely understood and describe the general nature of the work. A check list is attached in order to assist the subrecipient or [or Contractor] in determining jobs created or retained.

**K. Buy American** - ARRA prohibits use of recovery funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States. The law requires that this prohibition be applied in a manner consistent with U.S. obligations under international agreements, and it provides for waiver by the head of the federal agency awarding the ARRA funds under three circumstances:

- a. Iron, steel, or relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- b. Inclusion of iron, steel, or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or
- c. Applying the domestic preference would be inconsistent with the public interest.

**L. Conflict** - In the event of a conflict between the terms of this contract and the ARRA requirements, the provisions of ARRA shall be controlling.

**M. Revisions** - Subrecipient [or contractor] acknowledges that ARRA may require changes due to future revisions of the Recovery Act and agrees that it shall comply with any such changes upon receipt of written notification from the City of such changes. Such changes will become a material part of the contract without the necessity of either party executing an amendment to this contract.

## VI. ADMINISTRATIVE REQUIREMENTS

Uniform Administration Requirements. Insofar as they are applicable to activities conducted hereunder, subrecipient agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments", with Revised Circular A-102, "Grants and Cooperative Agreements with State and Local Governments", and 24 CFR Part 85 (the "common rule"), "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments".

**A. Financial Management** - Refer to Federal regulations 570.502, 570.10, 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075.

1. **Accounting Standards** - The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. **Cost Principles** - The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. **Auditing** - The Subrecipient [or Contractor] shall retain all books, records, and other documents to this contract for five (5) years after final payment. The U.S. Comptroller General and his representatives are vested with the authority to:

- a. examine any records of the subrecipient [or Contractor] or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
- b. interview any officer or employee of the subrecipient [or Contractor] or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Additionally, ARRA provides authority for any representatives of an appropriate Inspector General to examine any records or interview any employee or officers of the subrecipient [or contractor] or its subcontractors working on this contract. The subrecipient [or contractor] is advised that any representatives of an appropriate Inspector General appointed have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors, or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of the subrecipient [or contractor] plans, or parts of them, engaged in performing the agreement. Any deficiencies noted in audit reports must be fully cleared by the subrecipient within **thirty (30) days** after receipt by the subrecipient.

The City shall have, in addition to any other audit or inspection right in this contract, all the audit and inspection rights contained in this section.

4. **Close-outs** - The Subrecipient obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that the subrecipient has control over ARRA funds.

**B. Reporting Procedures** - State agencies and other prime recipients receiving ARRA funds must submit a report to the Federal Government containing information on the use of ARRA funds no later than **ten (10) calendar days after the end of each calendar quarter**. This reporting requirement may be delegated to subrecipients. Accordingly, Subrecipient [or Contractor] agrees to provide the City with such information, no later than 10 calendar days after the end of each calendar quarter.

**C. Procurement**

**1. Compliance** - The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this agreement. (Refer to 570.502, 24 CFR Parts 84.40-48 and 85.36).

**2. OMB Standards** - Unless specified otherwise within this agreement, Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

**VII. PERSONNEL & PARTICIPANT CONDITIONS**

**A. Civil Rights**

**1. Compliance** - The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

**2. Nondiscrimination** - The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, 570.601, 570.602, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

**B. Land Covenants** - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to

the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

**C. Architectural Barriers Act of 1968** - The Architectural Barriers Act of 1968 U.S.C. 4151 is applicable to this agreement and requires that the design of any facility constructed with funds from this title comply with the "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped," Number A-117.1-19 as modified (42 CFR 101-17.703). It will require that the design of any building constructed or rehabilitated with funds paid to subrecipient by the City under this contract will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".

**D. Section 504** - The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this agreement.

**E. Affirmative Action**

**1. Approved Plan** - The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the subrecipient to assist in the formulation of such program.

**2. Women and Minority-Owned Businesses (W/MBE)** - Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

**3. Notifications** - Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting

officer, advising the labor union or worker's representative of the subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**4. Equal Employment Opportunity and Affirmative Action (EEO/AA)**

**Statement** - Subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. (Refer to 24 CFR 570.601-602, 24 CFR 570.607, 41 CFR 60, Executive Orders 11246, 12086, 12 U. S. C. 1701 U.

Public notices, job vacancies should be published in minority publications whenever possible.

**5. Subcontract Provisions-** Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

**F. Employment Restrictions**

**1. Prohibited Activity** - Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities. No member, officer, or employee of the City or subrecipient or their designees or agents, including employees and officers of community and advisory agencies that assist subrecipient in developing the projects, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under the grant. Subrecipient agrees to incorporate or cause to be incorporated in all its agreements with its designees or agents, and including the above described groups, and in all agreements, contracts and subcontracts for work to be performed in connection with the program assisted under the grant, including agreements with all subrecipients as defined in 24 CFR 570.204, provision similar to the above that prohibits all such interests pursuant to the purposes of the Department of Housing and Urban Development's conflict of interest provisions, as contained in 24 CFR 570.611, 24 CFR Parts 84 and 85.

**2. Labor Standards** - ARRA requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts that that are in excess of **\$2,000** for construction, alteration or repair (including painting and decorating).

Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

**3. *Salaries*** - The salaries paid under this contract shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.

- a. **General.** Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits (Section B.13). The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the service rendered, (2) follows an appointment made in accordance with State, Local, or Indian Tribal Government laws and rules and which meets Federal merit system or other requirements, where applicable. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the State, Local, or Indian Tribal Government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State, Local, or Tribal Government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.

The City may, at its discretion, complete a salary comparability study within the intent of OMB Circular A-87, Paragraph 10(a).

The Subrecipient will comply with the minimum wage and maximum hourly provisions of the Fair Labor Standards Act, and applicable provisions of the Davis-Bacon Act and the Contract Work Hours Standards Act.

**4. *"Section 3" Clause***

- a. **Compliance** - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the subrecipient and any of subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG- R funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-R funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications - Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts - Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of

regulations issued by the City. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## **G. Conduct**

**1. Assignability** - Subrecipient shall not assign or transfer any interest in this agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

### **2. Subcontracts -**

a. **Approvals** - Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. **Monitoring** - Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content** - Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process** - Subrecipient shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process upon request.

e. **Debarred or suspended List Ineligible Contractors** - Subrecipient will utilize [www.epls.gov](http://www.epls.gov) to access the excluded parties' list system and verify for themselves that subject vendors are not debarred or suspended. It is recommended that a printout from the above website documenting that the vendor is not on the excluded parties list be placed in the vendor file at the time the contract is awarded or when annual expenditures with the vendor reach the small purchase threshold. (Refer to 24 CFR 570.503 (b)(1)).

**3. Hatch Act** - Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

**4. Conflict of Interest** - Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of agreements supported by Federal funds.
- b. No employee, officer, or agent of the subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-R/ARRA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-R/ARRA-assisted activity, or with respect to the proceeds from the CDBG-R/ARRA assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the subrecipient, or any designated public agency.

**5. Lobbying** - The subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit

Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**6. Copyright** - If this agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

**7. Religious Activities**- Subrecipient agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, proselytization to construct, rehabilitate, maintain, or restore religious structures (including those that may be historic properties) currently used for religious purposes. ARRA grant funds also may not be used to construct, acquire, rehabilitate, maintain, or restore structures or other real property owned by "pervasively sectarian" organizations. This requirement applies whether or not the property is used for religious services or instructions or is used in any other way for religious activities.

- The public services provided are exclusively non-religious in nature and scope;
- There are no religious services, proselytizing, instruction, or any other religious influences in connection with the public services;
- There is no religious discrimination in terms of employment or benefits under the public services;
- ARRA funds may be used only for the provision of public services and not for the construction, rehabilitation, or restoration of any facility owned by the religious organization where the services are to be provided. A narrow exception to this prohibition is that minor repairs may be made where such repairs;
  - a. Are directly related to the public services,

- b. Are located in a structure used exclusively for non-religious purposes, and
  - c. Constitute in dollar terms a minor portion of the CD expenditure for the public service; and
8. **Drug Free Workplace-** Subrecipient will comply with the provisions to maintain a Drug-Free Workplace in accordance with the Drug-Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D).

## VIII. ENVIRONMENTAL CONDITIONS

A. **Air and Water** - Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. **Flood Disaster Protection** - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint** - Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation** - Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

## **IX. SANCTIONS**

The U.S. Department of Housing and Urban Development may impose sanctions or other corrective actions upon the City for failure to carry out the Community Development/CDBG-R Program in accordance with laws and regulations relating thereto. The City will, therefore, periodically review the services provided under this contract to determine whether:

- a. Subrecipient has carried out the services provided hereunder as described in the City's Consolidated and Strategic Plan and
- b. Subrecipient has complied with the requirements of the Housing and Urban Development legislation and other applicable laws and regulations; and
- c. Subrecipient has a continuing capacity to carry out those services covered hereunder in a timely manner; and
- d. Sanctions and other corrective or remedial actions as described in 24 CFR Section 570.910 are appropriate. When such correction or remedial actions are appropriate and such actions are not taken within the time and in a manner outlined in a "notification of noncompliance", all or part of a requisition for payment may be withheld pending corrective action or contract renegotiation or revocation.

## **X. LIABILITY**

It is agreed and understood that Subrecipient shall defend and save harmless the City from and against any and all losses or claims for physical damage to property, bodily injury or death to any person or persons, or any claims of whatever nature, which may be occasioned by Subrecipient, its employees and its agent in performance of services as defined in Part I, Section C.

## **XI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this agreement are included for convenience only and shall not limit or otherwise affect the terms of this agreement.

## **XII. WAIVER**

The City's failure to act with respect to a breach by the subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

## **XIII. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the City and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and Subrecipient with respect to this agreement.

**XIV. CONTRACT CONTINGENT UPON RECEIPT OF EXECUTED FUNDING APPROVAL DOCUMENT**

This contract is contingent upon the receipt by the City of an executed "Funding Approval/Agreement" document from the U.S. Department of Housing and Urban Development in the amount of **THIRTY THOUSAND DOLLARS (\$30,000)**.

**XVI. SIGNATURE PAGE**

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

**CITY OF TURLOCK**

**DEVELOPMENT SERVICES DEPARTMENT  
HOUSING PROGRAM SERVICES**

**SMALL BUSINESS DEVELOPMENT  
CENTER, The Alliance**

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

By: \_\_\_\_\_  
Bill Bassitt, Executive Director

**APPROVED AS TO FORM:**

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

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Maryn Pitt, Housing Program Services Manager

**ATTEST:**

By: \_\_\_\_\_  
Rhonda Greenlee, MMC, City Clerk



## Council Synopsis

5N

June 26, 2012

From: Dan Madden, Municipal Services Director

Prepared by: John Steven Wilson, Water Quality Control Manager and  
Betty Gonzalez, Purchasing Coordinator

Agendized by: Dan Madden, Municipal Services Director

### 1. ACTION RECOMMENDED:

Motion: Approving an agreement with Jim Brisco Enterprises, Inc. for grounds clean-up services at Turlock Regional Water Quality Control Facility, in an amount not to exceed \$187,000, for a period of twelve (12) months

Resolution: Appropriating \$200,000 to account number 415-51-537.43344 "Landfill Removal" funded by a transfer from Fund 415 "Sewer Bond Projects" for crushing, screening and hauling materials from Turlock Regional Water Quality Control Facility

### 2. DISCUSSION OF ISSUE:

City Project No. 0751, the Headworks/Secondary Expansion Project at the Regional Water Quality Control Facility (RWQCF), will require the excavation of approximately 25,000 tons of buried landfill refuse from the Project site to make room for new facilities. It will be necessary to remove the landfill refuse from the RWQCF property and dispose of it properly. The City needs to contract for this service. The Contractor will screen all of the excavated materials to remove ¾" minus materials from concrete, asphalt and garbage. The screenings will be stored on site and the rejected material will either be recycled or disposed of in an approved landfill.

Staff is recommending an authorization to award said Contract No. 12-029 with Jim Brisco Enterprises, Inc. of Atwater, CA. meeting all specifications and the only responsive and responsible bidder. Pursuant to the Turlock Municipal Code, Title 2, Chapter 7, Section 2-7-09 (c) (5) (iv) Award of Contract and criteria's for determining a bid shall include , but not limited to; (iv) The bidder's record of performance of previous contracts.

The Purchasing Office issued a formal bid for Grounds Clean-up Services on Request for Proposal (RFP) 12-241. Four (4) vendors were solicited and no local vendor within the City limits submitted a bid. Only one (1) vendor submitted bids.

Purchasing and Water Quality Control Manager evaluated the bids. Award bid recap is shown below:

1) Jim Brisco Enterprises, Inc. of Atwater	\$187,000
2) Central Valley Concrete Trucking of Merced	No Bid
3) Turlock Scavenger Company of Turlock	No Bid
4) Modesto Sand & Gravel of Modesto	No Bid

Two (2) bid opportunity announcements were distributed to potential vendors, in addition to posting the bid on the City's website which resulted with one vendor submitting a bid. Staff was unable to find other companies that specialized in this type of service.

**3. BASIS FOR RECOMMENDATION:**

Agreement with Jim Brisco Enterprises, Inc. will provide the City with 22 years of highly trained and experienced staff in performing this specialized service.

**Strategic Plan Initiative:**

**D) POLICY INITIATIVE – MUNICIPAL INFRASTRUCTURE:**

**1) GOALS:**

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

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

**Fiscal Impact**

\$200,000 – account number 415-51-537.43344 – New line for "Landfill Removal" at Turlock Regional Wastewater Treatment Facility.

**Budget Amendment**

Appropriation from Fund 415 "Sewer Bond Projects" reserve balance.

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 agreement or appropriate these funds. This alternative is not recommended, City does not have available employees to perform this service.



**AGREEMENT FOR SPECIAL SERVICES**  
**between**  
**CITY OF TURLOCK**  
**and**  
**JIM BRISCO ENTERPRISES, INC.**  
**for**  
**GROUNDS CLEAN-UP SERVICES**  
**for**  
**TURLOCK REGIONAL WASTEWATER TREATMENT FACILITY**

**CONTRACT NO. 12-029**

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**THIS AGREEMENT** is made this 26th day of June, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "**CITY**" and **JIM BRISCO ENTERPRISES, INC.**, a California Corporation, hereinafter referred to as "**CONTRACTOR**."

**WITNESSETH:**

**WHEREAS**, CITY has a need for crushing, screening and hauling materials from Turlock Regional Wastewater Treatment Facility; and

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

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

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

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

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

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with Exhibit A as full remuneration for performing all Services and furnishing all staffing and materials called for in Exhibit 1 and for performance by CONTRACTOR of all of its duties and obligations under this

Agreement. In no event shall the sum of this Agreement exceed One Hundred Eighty Seven Thousand and No/100<sup>ths</sup> Dollars (\$187,000.00). CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force and effect for a period of twelve months (12) beginning July 1, 2012 and ending June 31, 2013, subject to CITY's availability of funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Verification of Coverage: CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting 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 affect this waiver of subrogation.

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

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

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

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

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this

Agreement. CONTRACTOR is permitted to provide a service to others during the same period service is provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

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

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

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

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

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

**10. TERMINATION OF STATED EVENT:**

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

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

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

(d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to

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

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

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

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

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

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

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

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

CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

seq.

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

**for CONTRACTOR: JIM BRISCO ENTERPRISES, INC.**  
**ATTN: GEORGE MORROW**  
**257 E. BELLEVUE ROAD**  
**ATWATER, CA 95301**  
**PHONE: (209) 384-8523**  
**FAX: (209) 384-8523**  
**EMAIL: jbei@vtlnet.com**

**for CITY: CITY OF TURLOCK**  
**ATTN: JOHN STEVEN WILSON**  
**156 SOUTH BROADWAY, SUITE 270**  
**TURLOCK, CALIFORNIA 95380-5454**  
**PHONE: (209) 668-5599 Ext. 4443**  
**FAX: (209) 668-5695**

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

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

**CITY OF TURLOCK, a municipal corporation**

**JIM BRISCO ENTERPRISES, INC.**

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

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

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

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

APPROVED AS TO FORM:

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

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

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

ATTEST:

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

# EXHIBIT "1"

## GROUNDS CLEAN-UP SERVICES BID NO. 12-241 CONTRACT NO. 12-029

### 1. SCOPE OF WORK

The Contractor shall provide crushing, screening and hauling of material services at the Turlock Regional Water Quality Control Facility. CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the ground's clean-up. There are approximately 26,000 cubic yards (25,000 tons) of materials to be removed and hauled off site by the Contractor.

The contractor shall screen all of the material to remove  $\frac{3}{4}$ " minus material from the concrete, asphalt and garbage. Contractor must leave approximate  $\frac{3}{4}$ " minus material on site in a neat stockpile, in a location that will not interfere with the City operations. All of the  $\frac{3}{4}$ " minus material shall be weighed by a belt scale mounted on bidder's equipment.

All materials hauled must be weighed by a certified truck scale, and weigh tags shall be provided to the City for billing.

Contractor must haul the concrete, asphalt and all garbage to an approved disposal site of the bidder's choice. Contractor must forward all delivery receipts to the City to confirm disposal of the material.

### 2. CITY RESPONSIBILITY

- 1) City will provide a recycled water source for the Contractor to load water truck.
- 2) All weights measured by the belt scale shall be verified and signed by Water Quality Control Division Manager or his designee for each day of work by the Contractor.
- 3) All weights measured by Contractor certified scale at a recycle center or approved disposal site shall be weighed by a certified weight master, these tags shall be provided to the City for monitoring purposes.

**3. METHODS OF COMMUNICATIONS:** The City prefers that the successful contractor have the capability to be reached via Internet E-Mail. At a minimum, Contract shall have telephone communication capability.

### 4. HOLIDAYS: Holidays include:

New Year's Day

January 1  $\spadesuit$  Day before or day after

Martin Luther King Day	3 <sup>rd</sup> Monday in January
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 ✦ Day before or day after

If a holiday falls on a Saturday, it is observed the previous Friday. If it falls on a Sunday, it is observed the following Monday.

- ✦ The City Council of the City of Turlock must authorize the official closure of City Offices on December 24 and December 31, and approve these specific dates as additional holidays.

## 5. JOB SITE PERFORMANCE

If the Water Quality Control Division Manager or his designee finds the contract work is not being performed as per the contract, the Manager will give a ten (10) days' notice to the contractor. Any callbacks due to non-performance shall be at no charge. If the deficiency is not corrected within ten (10) days, the Water Quality Control Division Manager or his designee will correct the deficiency by any means possible and then bill the contractor.

*Original*

**CITY OF TURLOCK  
BID PROPOSAL FORM**

**BID NO RFP 12-241**

**BID DUE DATE: May 30, 2012**

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

**"CRUSHING, SCREENING AND HAULING MATERIAL"  
FROM  
TURLOCK REGIONAL WATER QUALITY CONTROL FACILITY**

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

**BIDDER TO READ**

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

Company: Jim Brisco Enterprises, Inc

Address: 257 E. Bellevue Rd; PMB #280 Atwater, Ca 95301

Telephone Number 209-384-8523 Fax Number 209-384-8523

E-Mail Address jbei@vlnet.com

Authorized Representative (print) George Morrow

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for Crushing, Screening and Hauling Material services dated May 30, 2012, at the prices indicated herein.

BID SHEET

<b>TOTAL BID – BASED ON APPROXIMATELY 25,000 TONS OF MATERIAL</b>	
Cost to Crush, Screen and Haul Material away from the RWQCF \$	7.48 per ton
The Projected cost for this project: \$	187,000
Price must include prevailing wages	

List any extra charges not described above: N/A

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

Early Pay Discount

A 1 % discount is offered for payment within 15 days.  
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate

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

If yes, number: 932 381

"Piggyback" Contracting

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

Order Contact

Provide the following information about the City's contact for orders.

Name:	CHRIS MORROW
Phone Number:	209-384-8523
Fax Number:	209-384-8523
Cell Number:	209-564-2948
Email Address:	CMORROW02@gmail.com

Delivery

Method of Delivery: Common Carrier Private Company Carrier  
(Please circle one choice or describe alternative method)

Compliance

Bidder, have you complied with the specifications, terms and conditions of this bid?  
Yes X NO \_\_\_\_\_

A "NO" answer requires a detailed explanation giving reference to all deviations.

**Addendums (if applicable):**

Bidder acknowledges receipt of ADDENDUM NO. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Bidder acknowledges receipt of ADDENDUM NO. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Bidder acknowledges receipt of ADDENDUM NO. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

**Terms**

- 1) Bids shall be valid for sixty days following the bid opening.

**Nondiscrimination Clause**

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

**Non-discrimination of the Handicapped:**

**Policy Statement**

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

**Transportation of Hazardous Materials:**

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to Bid No. 12-241

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING } RESOLUTION NO. 2012-  
\$200,000 TO ACCOUNT NUMBER }  
415-51-537.43344 "LANDFILL REMOVAL" }  
FUNDED BY A TRANSFER FROM FUND }  
415 "SEWER BOND PROJECTS" FOR }  
CRUSHING, SCREENING AND HAULING }  
MATERIALS FROM TURLOCK REGIONAL }  
WATER QUALITY CONTROL FACILITY }  
\_\_\_\_\_ }

**WHEREAS**, the City has adequate reserves in Fund 415 "Sewer Bonds" reserve funds; and

**WHEREAS**, the City Project No. 0751, the Headworks/Secondary Expansion Project at the Turlock Regional Water Quality Control Facility, will require the excavation of approximately 25,000 tons of buried landfill refuse from the "Project" site to make room for new facilities; and

**WHEREAS**, Jim Brisco Enterprises, Inc. will provide the City with 22 years of highly trained and experienced staff in performing this specialized service.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the appropriation of \$200,000 to account number 415-51-537.43344 "Landfill Removal" funded by a transfer from Fund 415 "Sewer Bond Projects" for "crushing, screening and hauling materials from Turlock Regional Water Quality Control Facility.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

50  
June 26, 2012

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From: Dan Madden, Municipal Services Director

Prepared by: Toni Cordell, Staff Services Technician

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to submit a letter of authorization to the Stanislaus County Department of Environmental Resources to submit a regional application to the Department of Resources Recycling and Recovery for funding from the Used Oil Payment Program (OPP) on an annual basis

### 2. DISCUSSION OF ISSUE:

The City of Turlock is a member of the Stanislaus County Regional Solid Waste Planning Agency (Regional Agency). The Regional Agency is composed of the County of Stanislaus and eight Cities (all except Modesto). The purpose of the Regional Agency is to coordinate on solid waste issues of regional concern.

The California Department of Resources Recycling and Recovery (CalRecycle) operates the Used Oil Payment Program (OPP) which are block grants to local agencies to encourage the proper disposal of waste oil. Specifically, OPP funds are used to establish, maintain, and/or enhance used oil and used oil filter collection/recycling programs.

Turlock has nine certified used oil collection centers which are inspected and supported by Stanislaus County DER using OPP funds. A portion of the grant money also supports oil & filter recycling at the Stanislaus Household Hazardous Waste Facility for collection, processing, storing, transporting, etc. Also planned is a used oil filter exchange for the month of July in Turlock. Any resident may take a used oil filter to any O'Reilly's or AutoZone and exchange it for a new one every weekend throughout the month. Further, throughout the year, Stanislaus County DER distributes educational materials about the proper disposal of waste oil.

The improper disposal of waste oil can result in significant adverse impacts to the environment, particularly the soil, surface water, and groundwater.

Funding for the program comes from the fees consumers are charged when purchasing oil.

On June 6, 2012, Stanislaus County notified the City that a letter of authorization was required by June 20, 2012; however, it was too late to schedule this item for the June 12, 2012 City Council agenda. In the meantime, the City Manager signed the letter of authorization so that it could be submitted to Stanislaus County before the June 20, 2012 deadline. Nevertheless, the City could withdraw its support should the City Council decide not to participate in the program.

In the past, this request has been made on a yearly basis as soon as the request has been received from Stanislaus County requesting the letter of authorization. Because authorization is required annually, staff is seeking Council's approval for the City Manager to submit the letter without annual reauthorization.

**3. BASIS FOR RECOMMENDATION:**

- A) The program discourages the illegal dumping of waste oil and the City has participated in the program for a number of years.
- B) There is no cost to the City of Turlock. Mandatory fees paid by consumers are returned to the community and used for the purpose for which they were established.

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

None.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Withdraw the letter of authorization signed by the City Manager. This alternative is not recommended because the community will not benefit from outreach and events that encourage the proper disposal of used oil.
- B. Withdraw the letter of authorization signed by the City Manager and instruct staff to apply for the funding independently. This alternative is not recommended because the funds are targeted toward regional activities and there are efficiencies to be gained by the Stanislaus County DER overseeing the entire program for the County.

June 12, 2012

Department of Resources Recycling and Recovery  
CalRecycle  
Used Oil Payment Plan Unit  
1001 "I" Street  
P.O. Box 4025  
Sacramento, CA 95812-4025

**RE: AUTHORIZATION LETTER – USED OIL PAYMENT PLAN**

Dear CalRecycle:

The City of Turlock authorizes the Stanislaus County Department of Environmental Resources to submit to the Department of Resources Recycling and Recovery, a regional application for the Used Oil Payment Program (OPP), fiscal year 2012/2013 on the City's behalf as an OPP participant. It is also agreed that the Stanislaus County Department of Environmental Resources as the applicant is hereby designated as the lead agency for the OPP.

Sincerely,

ROY W. WASDEN  
City Manager



## Council Synopsis

5P  
June 26, 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 April through June on Fiscal Year 2011/12, to be deposited as per the attached worksheet, 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 \$476.00

**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.

Exhibit A

RECREATION PROGRAM DONATIONS & IN KIND CONTRIBUTIONS

Date	Donor	Address	City	State	Zip Code	Account Number	Amount
3/20/2012	City of Turlock Charities					270-61-635-399.37200_00	\$ 154.00
05/30 - 06/05	Multiple Customer Donations for youth Scholarships					270-61-635-390.35720	\$ 22.00
In Kind						Donation Total	\$ 176.00
4/2/2012	Aveena Bella					Astro Turf	\$ 300.00
4/19/2012	Ray and Nancy Haydock					Books	\$ 300.00
						In Kind Total	\$ 300.00
						<b>Grand Total</b>	<b>\$ 476.00</b>

Taken to City Council June 2012 for acceptance.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING }  
DONATIONS RECEIVED FROM APRIL }  
THROUGH JUNE FISCAL YEAR 2011/12, }  
TO BE DEPOSITED AS PER THE }  
ATTACHED WORKSHEET, 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 April through June FY 2011/12 as indicated on the attached 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 26<sup>th</sup> day of June, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

50  
June 26, 2012

From: Robert A Jackson, Chief of Police

Prepared by: Steven Williams, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving an Agreement between the City of Turlock Police Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee, for the period of July 1, 2012 through June 30, 2013

### 2. DISCUSSION OF ISSUE:

Staff recognizes the need to provide law enforcement personnel with a qualified counseling and or psychotherapy service. The services should be available to all sworn officers, dispatchers, and community service officers of the Turlock Police Department at no cost to the covered employee. These services are developed to maintain a healthy and safe environment for our employees.

Routine exposure to high-stress, critical incidents can take a toll on our personnel if the stress is not effectively managed. The goal of this agreement is to have services in place to assist our personnel when necessary. Dr. Roland is a qualified professional with a background specializing in the management of stress related matters incurred by law enforcement personnel.

Dr. Roland will provide a maximum of six (6) sessions for the covered employees. Should the maximum sessions be reached, the Chief of Police would determine the approval of additional hours at the hourly rate. Free counseling will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. Services authorized beyond the scope of the agreed upon maximum sessions will be billed on a per hour rate.

Staff's recommendation is to accept contract.

**3. BASIS FOR RECOMMENDATION:**

A) City of Turlock policy requires City Council approve all agreements

**Strategic Plan Initiative:** C) PUBLIC SAFETY:

**Goal(s):** 1 (b)(i)(a) Plan for organizations effectiveness

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

**Fiscal Impact** \$12,000

Budgeted in: 110/20-200.43155 (Physicals, Shots & Psychological)

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Deny contract for the service agreement. All full time employees have access to counseling services through EAP. However, this program does not address the need for 24 hour availability and on site debriefings.

B. Council could direct staff to elect the option to be billed at the hourly rate of \$350 for the actual services rendered. Based on historical use, staff anticipated a per hour agreement to exceed the \$12,000 amount and, therefore, does not recommend this option.

**JOCELYN E. ROLAND, PH.D., ABPP**

*PSYCHOLOGIST*  
*LICENSE # 13998*

2937 VENEMAN AVENUE, SUITE B 125  
MODESTO, CALIFORNIA 95356

TELEPHONE: (209) 521-8400  
FAX: 1 (888) 727-7573  
EMAIL: ROLANDOFFICE@GMAIL.COM

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

Between

**JOCELYN E. ROLAND**  
*PSYCHOLOGIST*

and the  
**CITY OF TURLOCK**

THIS AGREEMENT is entered into this 1st day of July 2012 by and between **JOCELYN E. ROLAND, PH.D., ABPP, Psychologist**, hereinafter referred to as the "CONTRACTOR", and the **CITY OF TURLOCK**, a municipal corporation of the State of California, hereinafter referred to as the "AGENCY".

NOW THEREFORE, the Agency hereby engages the services of the Contractor, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**TERM**

This agreement shall be for the period of one (1) year, commencing on July 1, 2012, and ending on June 30, 2013, or upon sooner termination as herein provided.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

**SERVICES**

CONTRACTOR agrees to provide counseling/psychotherapy to all sworn officers, dispatchers and community service officers of the AGENCY at no cost to the covered employee for a maximum of six (6) sessions per contract year. Free counseling services will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. In the event that the maximum is reached, any additional cost shall be assumed by the employee. Should there be a request for counseling sessions beyond the maximum by the AGENCY, they can be provided with the Chief's approval at the CONTRACTOR'S hourly rate. This agreement does not cover employees who, for any reason, are not currently or actively working their regularly assigned duties nor does it cover Reserves. It does not cover mental health services outside of the expertise of the CONTRACTOR (i.e., medication prescription, inpatient substance abuse treatment, etc.)

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

CONTRACTOR is available 24-hours a day for SWAT call-outs as a psychology field consultant for consultation and advice regarding hostage/barricade events.

OK for agenda  


CONTRACTOR is available 24-hours a day for Crisis Debriefing of critical incidents upon the request of the Watch Commander or higher ranking Command personnel.

CONTRACTOR shall provide consultation to Investigative Services and Administration as requested. Contractor is available to provide training day presentations, schedule permitting.

### **FEE**

AGENCY will pay CONTRACTOR Twelve thousand dollars (\$12,000.00) for the term of this Agreement. CONTRACTOR will bill AGENCY monthly for one-twelfth (1/12th) of the yearly amount commencing July 1, 2012. AGENCY will reimburse CONTRACTOR within 30 days from the billing date. For services requested by the AGENCY beyond the scope of the contract, CONTRACTOR will bill AGENCY \$350.00 per hour.

### **INSURANCE REQUIREMENTS**

CONTRACTOR shall, at her own expense, obtain and maintain in effect at all times during the life of this Agreement, general liability, including professional malpractice, insurance with combined single limits of \$1,000,000. All CONTRACTOR'S policies shall contain an endorsement that written notice shall be given to AGENCY at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policy or policies.

### **INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold the City of Turlock, its council members, officers, agents, and employees harmless from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent acts, errors or omissions of CONTRACTOR, her agents or employees, or any of them, under or in connection with this Agreement. AGENCY shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement. If either party becomes liable for damages caused by such party's solely negligent or wrongful acts or omissions, the negligent party shall pay such damages without contribution from the other party.

### **NO EMPLOYER-EMPLOYEE RELATIONSHIP**

No relationship of employer or employee is created by this agreement. It is understood that CONTRACTOR will act hereunder as independent contractors, and shall have no claim number under this Agreement or otherwise against the Agency or the City of Turlock for vacation with pay, sick leave, retirement, medical, dental, social security, workers' compensation, disability or unemployment insurance benefits or employee benefits of any kind. The parties agree that Contractor will not be treated as an employee for federal or state tax purposes.

### **GOVERNING LAW**

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

**NO REPORTS OR EVALUATIONS**

CONTRACTOR agrees that she will not conduct independent evaluations or prepare forensic psychological reports for the sole purpose of advocating a disability retirement or workers' compensation claim to clients covered by this Agreement. CONTRACTOR is free to provide assistance to counseling/therapy clients covered by this Agreement who might incidentally assert a workers' compensation claim or disability retirement, as requested or required through forms submitted to CONTRACTOR by clients, when appropriate, and to provide a copy of treatment records or subpoenaed testimony upon the consent of clients or as required by law.

Executed at Turlock, California on the day and year first written above.

**CITY OF TURLOCK, a**  
municipal corporation

**CONTRACTOR**

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

  
\_\_\_\_\_  
Jocelyn E. Roland, Ph.D., ABPP  
Psychologist  
Tax ID# 20-3718422

\_\_\_\_\_  
Date

04-25-12  
\_\_\_\_\_  
Date

**ATTEST:**

by \_\_\_\_\_  
RHONDA GREENLEE,  
City Clerk

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

**JOCELYN E. ROLAND, PH.D., ABPP**

*PSYCHOLOGIST*  
*LICENSE # 13999*

2937 VENEMAN AVENUE, SUITE B125  
MODESTO, CALIFORNIA 95356

TELEPHONE: (209) 521-8400  
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EMAIL: ROLANDOFFICE@GMAIL.COM

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

Between

**JOCELYN E. ROLAND**  
*PSYCHOLOGIST*

and the  
**CITY OF TURLOCK**

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NOW THEREFORE, the Agency hereby engages the services of the Contractor, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**TERM**

This agreement shall be for the period of one (1) year, commencing on July 1, 2012, and ending on June 30, 2013, or upon sooner termination as herein provided.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

**SERVICES**

CONTRACTOR agrees to provide counseling/psychotherapy to all sworn officers, dispatchers and community service officers of the AGENCY at no cost to the covered employee for a maximum of six (6) sessions per contract year. Free counseling services will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. In the event that the maximum is reached, any additional cost shall be assumed by the employee. Should there be a request for counseling sessions beyond the maximum by the AGENCY, they can be provided with the Chief's approval at the CONTRACTOR'S hourly rate. This agreement does not cover employees who, for any reason, are not currently or actively working their regularly assigned duties nor does it cover Reserves. It does not cover mental health services outside of the expertise of the CONTRACTOR (i.e., medication prescription, inpatient substance abuse treatment, etc.)

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

CONTRACTOR is available 24-hours a day for SWAT call-outs as a psychology field consultant for consultation and advice regarding hostage/barricade events.

CONTRACTOR is available 24-hours a day for Crisis Debriefing of critical incidents upon the request of the Watch Commander or higher ranking Command personnel.

CONTRACTOR shall provide consultation to Investigative Services and Administration as requested. Contractor is available to provide training day presentations, schedule permitting.

### **FEE**

AGENCY will pay CONTRACTOR Twelve thousand dollars (\$12,000.00) for the term of this Agreement. CONTRACTOR will bill AGENCY monthly for one-twelfth (1/12th) of the yearly amount commencing July 1, 2012. AGENCY will reimburse CONTRACTOR within 30 days from the billing date. For services requested by the AGENCY beyond the scope of the contract, CONTRACTOR will bill AGENCY \$350.00 per hour.

### **INSURANCE REQUIREMENTS**

CONTRACTOR shall, at her own expense, obtain and maintain in effect at all times during the life of this Agreement, general liability, including professional malpractice, insurance with combined single limits of \$1,000,000. All CONTRACTOR'S policies shall contain an endorsement that written notice shall be given to AGENCY at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policy or policies.

### **INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, and hold the City of Turlock, its council members, officers, agents, and employees harmless from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent acts, errors or omissions of CONTRACTOR, her agents or employees, or any of them, under or in connection with this Agreement. AGENCY shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement. If either party becomes liable for damages caused by such party's solely negligent or wrongful acts or omissions, the negligent party shall pay such damages without contribution from the other party.

### **NO EMPLOYER-EMPLOYEE RELATIONSHIP**

No relationship of employer or employee is created by this agreement. It is understood that CONTRACTOR will act hereunder as independent contractors, and shall have no claim number under this Agreement or otherwise against the Agency or the City of Turlock for vacation with pay, sick leave, retirement, medical, dental, social security, workers' compensation, disability or unemployment insurance benefits or employee benefits of any kind. The parties agree that Contractor will not be treated as an employee for federal or state tax purposes.

### **GOVERNING LAW**

The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.



## Council Synopsis

5R  
June 26, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Nino Amirfar, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Approving the purchase of thirteen (13) additional electronic ticket writers and associated hardware/software for the Turlock Police Department from Advanced Public Safety of Deerfield Beach, Florida, from account number 266-20-255-341.51107 "JAG Expenses" in an amount not to exceed \$39,255 and appropriating \$27,000 to account number 266-20-255-341.51107 "JAG Expenses" for fiscal year 2012-13 to be funded from grant revenue

### 2. DISCUSSION OF ISSUE:

The 2010-2011 Edward Byrne Memorial Justice Assistance Grant (JAG), in the amount of \$41,317, was accepted by Council August 23, 2011. These funds were intended to be allocated to purchase, install, and implement field technologies designed to reduce data entry and processing requirements.

In addition to traditional hand written citations, Turlock Police currently uses electronic ticket writers manufactured and supported by Advanced Public Safety (APS) of Deerfield Beach, Florida. The hardware and custom software developed and provided by APS interfaces with the records management system currently used by Turlock Police and was originally selected through the normal bidding process. New custom software builds are supported by yearly maintenance provided by APS. Due to the custom nature of our current software, APS is our sole source provider for electronic ticket writers.

Police staff requested and received a quote from APS for thirteen (13) Motorola MC75A handheld ticket writers and associated hardware/software. This represents the latest model available.

The total for the purchase of the electronic ticket writers is \$39,253.18 including shipping and tax. This is within the \$41,317 provided for by the JAG grant and budgeted in account 266-20-255-341.51107 JAG Expenses.

**3. BASIS FOR RECOMMENDATION:**

- A) City of Turlock policy requires Council approval for purchases over \$25,000.00

**Strategic Plan Initiative:** C. PUBLIC SAFETY

**Goals(s):** b-iii-b Adoption of technology to reduce staffing levels.

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

**Fiscal Impact**

Funding for this purchase comes from the 2010-2011 Edward Byrne Memorial Justice Assistance Grant (JAG). When the 2012-13 budget was prepared, the dollar amount remaining from this grant was transposed. The budget reflects remaining grant funds of \$14,317 when in fact the unexpended amount of the grant is \$41,317. At this time Staff requests a budget amendment for 2012-13 to correct this error.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

None

**7. ALTERNATIVES:**

- A. Council may deny the purchase of the additional electronic ticket writers and direct staff to seek other uses, within the terms of the JAG program guidelines.

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

<b>IN THE MATTER OF APPROVING THE</b>	<b>}</b>	<b>RESOLUTION NO. 2012-</b>
<b>PURCHASE OF THIRTEEN (13)</b>	<b>}</b>	
<b>ADDITIONAL ELECTRONIC TICKET</b>	<b>}</b>	
<b>WRITERS AND ASSOCIATED</b>	<b>}</b>	
<b>HARDWARE/SOFTWARE FOR THE</b>	<b>}</b>	
<b>TURLOCK POLICE DEPARTMENT FROM</b>	<b>}</b>	
<b>ADVANCED PUBLIC SAFETY OF</b>	<b>}</b>	
<b>DEERFIELD BEACH, FLORIDA, FROM</b>	<b>}</b>	
<b>ACCOUNT NUMBER 266-20-255-341.51107</b>	<b>}</b>	
<b>“JAG EXPENSES” IN AN AMOUNT NOT</b>	<b>}</b>	
<b>TO EXCEED \$39,255 AND APPROPRIATING</b>	<b>}</b>	
<b>\$27,000 TO ACCOUNT NUMBER</b>	<b>}</b>	
<b>266-20-255-341.51107 “JAG EXPENSES”</b>	<b>}</b>	
<b>FOR FISCAL YEAR 2012-13 TO BE FUNDED</b>	<b>}</b>	
<b>FROM GRANT REVENUE</b>	<b>}</b>	
<hr style="border-top: 1px solid black;"/>		

**WHEREAS**, the Turlock Police Department desires to increase the number of electronic ticket writers currently available for use by adding additional units; and

**WHEREAS**, City Council of the City of Turlock has accepted the 2010-2011 Edward Byrne Memorial Justice Assistance Grant in the amount of \$41,317 for the purchase and installation of field technologies designed to reduce data entry requirements; and

**WHEREAS**, City Council of the City of Turlock has approved and budgeted the amount of \$41,317 for the implementation of the 2010-2011 Edward Byrne Memorial Justice Assistance Grant; and

**WHEREAS**, Advanced Public Safety of Deerfield Beach, Florida, is the current provider of the electronic ticket writer hardware and custom software used by the Turlock Police; and

**WHEREAS**, Advanced Public Safety has presented a quote to the Turlock Police Department to sell, deliver, and maintain thirteen (13) Motorola MC75A handheld ticket writers for a total cost of \$39,253.18; and

**WHEREAS**, when the 2012-13 budget was prepared the remaining amount of the JAG grant was transposed from \$41,317 to \$14,317. Staff requests correcting this amount at this time.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Turlock does hereby approve the following:

- 1 - The purchase of thirteen (13) additional electronic ticket writers and associated hardware/software for the Turlock Police Department from Advanced Public Safety of Deerfield Beach, FL, in an amount not to exceed \$39,255; and

2 – An appropriation of \$27,000 to account number 266-20-255-341.51107 "JAG Expenses" for fiscal year 2012-13 to be funded from grant revenue.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 2012 by the following vote:

AYES:

NOES:

NOT PARTICIPATING:

ABSENT:

ATTEST:

---

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



## Council Synopsis

55

June 26, 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 monetary donations in the amount of \$453.06 from various donors and donations of assorted animal related products valued at \$3,148.52 in support of the City's Animal Control Services for the third quarter of Fiscal Year 2011/12

### 2. DISCUSSION OF ISSUE:

Staff received donations from the community during the third quarter of fiscal year 2011/2012 to support the Animal Services Unit. As a result, a total of \$453.06 was donated by various persons and businesses in monetary form. Additionally, assorted animal related products valued at \$3,148.52 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 }  
ACCEPTING MONETARY DONATIONS IN }  
THE AMOUNT OF \$453.06 FROM VARIOUS }  
DONORS AND DONATIONS OF ASSORTED }  
ANIMAL RELATED PRODUCTS VALUED AT }  
\$3,148.52 IN SUPPORT OF THE CITY'S }  
ANIMAL CONTROL SERVICES FOR THE }  
THIRD QUARTER OF FISCAL YEAR 2011/12 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, staff received donations from various donors in the community during the third quarter of FY 2011/2012 (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 monetary donations in the amount of \$453.06 from various donors and donations of assorted animal related products valued at \$3,148.52 in support of the City's Animal Control Services for the third quarter of Fiscal Year 2011/12.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June 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

### January 2012

1. Wilma Seltzer (**Food Donation**) – \$60.00
2. Hope Rescue (**Food and Cat Litter Donation**) – \$1015.57
3. Tractor Supply Company (**Food Donation**) – \$816.60
4. PG&E Campaign (**Cash Donation**) – \$25.02
5. Chris Pantas (**Food Donation**) – \$12.60

### February 2012

1. Wilma Seltzer (**Food Donation**) – \$60.00
2. Community Charity Committee (**Cash Donation**) – \$378.00
3. Ignacio Avina (**Food Donation**) – \$27.17

### March 2012

1. Wilma Seltzer (**Food Donation**) – \$60.00
2. Hope Rescue (**Food and Cat Litter Donation**) – \$720.00
3. Jimmy Grossi (**Food Donation**) – \$43.88
4. PG&E Campaign (**Cash Donation**) – \$50.04
5. Tiffany Santos (**Food Donation**) – \$68.40
6. Anonymous (**Food Donation**) – \$65.85
7. Veterinary Medical Center (**Food Donation**) – \$198.45

### TOTALS

**Monetary Donations - \$453.06**  
**Pet Item Donations - \$3,148.52**



**Council Synopsis**

June 26, 2012

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

**1. ACTION RECOMMENDED:**

Motion: Approving an Agreement between the City of Turlock Fire Department and Jocelyn E. Roland, PH.D., to provide counseling/psychotherapy services to all sworn firefighters of the Turlock Fire Department at no cost to the covered employee, for the period of July 1, 2012 through June 30, 2013

**2. DISCUSSION OF ISSUE:**

Staff recognizes the need to provide fire department personnel with a qualified counseling and or psychotherapy service. The services should be available to all sworn firefighters of the Turlock Fire Department at no cost to the covered employee. These services are developed to maintain a healthy and safe environment for our employees.

Routine exposure to high-stress, critical incidents can take a toll on our personnel if the stress is not effectively managed. The goal of this agreement is to have services in place to assist our personnel when necessary. Dr. Roland is a qualified professional with a background specializing in the management of stress related matters incurred by public safety personnel.

Dr. Roland will provide a maximum of six (6) sessions for the covered employees. Should the maximum sessions be reached, the Chief of Police would determine the approval of additional hours at the hourly rate. Free counseling will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider.

Staff's recommendation is to accept contract.

**3. BASIS FOR RECOMMENDATION:**

A) City of Turlock policy requires City Council approve all agreements.

**Strategic Plan Initiative:** C) PUBLIC SAFETY:

**Goal(s):**            1 (a)(i)            Deliver prompt and professional customer service to all we serve with pride and compassion

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

**Fiscal Impact**        \$8,775

Budgeted in: 110/30-300.43155 (Physicals, Shots & Psychological)

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Deny contract for the service agreement. All full time employees have access to counseling services through EAP. However, this program does not address the need for 24 hour availability and on site debriefings.
- B. Council could direct staff to elect the option to be billed at the hourly rate of \$350 for the actual services rendered. Based on historical use, staff anticipated a per hour agreement to exceed the \$12,000 amount and, therefore, does not recommend this option.

**JOCELYN E. ROLAND, PH.D., ABPP**

*PSYCHOLOGIST  
LICENSE # 13998*

2937 VENEMAN AVENUE, SUITE B125  
MODESTO, CALIFORNIA 95356

TELEPHONE: (209) 521-8400  
FAX: 1 (888) 727-7573  
EMAIL: ROLANDOFFICE@GMAIL.COM

**INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

Between

**JOCELYN E. ROLAND**  
*PSYCHOLOGIST*

and the  
**TURLOCK FIRE DEPARTMENT**

THIS AGREEMENT is entered into this 1st day of July 2012 by and between **JOCELYN E. ROLAND, PH.D., ABPP, Psychologist**, hereinafter referred to as the "CONTRACTOR", and the TURLOCK FIRE DEPARTMENT, a municipal corporation of the State of California, hereinafter referred to as the "AGENCY".

NOW THEREFORE, the Agency hereby engages the services of the Contractor, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

**TERM**

This agreement shall be for the period of twelve (12) months, commencing on July 1, 2012 and ending on June 30, 2013, or upon sooner termination as herein provided.

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

**SERVICES**

CONTRACTOR agrees to provide counseling/psychotherapy to all sworn Firefighters of the AGENCY at no cost to the covered employee. Free counseling services will be provided to dependents to a maximum of three (3) sessions following which they may be referred to another suitable provider. In the event that the maximum is reached, any additional cost shall be assumed by the employee. This agreement does not cover employees who, for any reason, are not currently or actively working their regularly assigned duties nor does it cover Reserves. It does not cover mental health services outside of the expertise of the CONTRACTOR (i.e., medication prescription, inpatient substance abuse treatment, etc.)

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

CONTRACTOR is available 24-hours a day for Crisis Debriefing of critical incidents upon the request of the Chief Officer or higher ranking Command personnel.

CONTRACTOR shall provide consultation to Investigative Services and Administration as requested. Contractor is available to provide training day presentations, schedule permitting.

OK for signature  
*RM*



## Council Synopsis

54

June 26, 2012

From: Tim Lohman, Fire Chief

Prepared by: Steven Williams, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Appropriating \$1,125 to account number 265-30-304.47110 "Turlock Services Donation Expenses" from Fund 265 "Fire Services Grants" reserve balance, funded by revenue received in 265-30-304.37200\_000 "Fire Services Donations" for donations accepted from various sources in memory of retired Turlock Fire Engineer Keith Crabtree, to be used for the Fire Explorers Program

### 2. DISCUSSION OF ISSUE:

Keith Crabtree, a retired Fire Engineer with Turlock Fire Department, passed away in January 2012. He started his career in the fire service with Hughson Fire Protection District in the 1980's. Keith was a long time member and leader with the Boy Scouts and started the first Fire Explorer program for the Turlock Fire Department in the 1990's.

It is the wish of the Crabtree family that any memorial funds donated in Keith's memory be split equally between the Hughson and Turlock Fire Explorer programs.

On April 2, 2012, the Hughson Volunteer Fire Department drafted a check to the Turlock Fire Department in the amount of \$1,125 representing an equal split of total donations received in memory of retired Fire Engineer Keith Crabtree.

### 3. BASIS FOR RECOMMENDATION:

The acceptance of all donations requires City Council approval.

**Strategic Plan Initiative:** B. FISCAL RESPONSIBILITY

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

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

**Fiscal Impact \$1,125**

Appropriate \$1,125 to account number 265-30-304.47110 "Fire Services Donation Expenses" from Fund 265 "Fire Services Grants" reserve balance, funded by donations received in 265-30-304.37200\_000 "Fire Services Donations" and to be used for the Fire Explorers Program.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

None

**7. ALTERNATIVES:**

A. Council could decline to accept the donation.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING }  
\$1,125 TO ACCOUNT NUMBER }  
265-30-304.47110 "TURLOCK SERVICES }  
DONATION EXPENSES" FROM FUND 265 }  
"FIRE SERVICES GRANTS" RESERVE }  
BALANCE, FUNDED BY REVENUE }  
RECEIVED IN 265-30-304.37200\_000 }  
"FIRE SERVICES DONATIONS" FOR }  
DONATIONS ACCEPTED FROM VARIOUS }  
SOURCES IN MEMORY OF RETIRED }  
TURLOCK FIRE ENGINEER KEITH }  
CRABTREE, TO BE USED FOR THE FIRE }  
EXPLORERS PROGRAM }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, Keith Crabtree, a retired Fire Engineer with the Turlock Fire Department, passed away in January 2012; and

**WHEREAS**, Keith started his career in the fire service with the Hughson Fire Protection District in the 1980's. Keith was a long time member and leader with the Boy Scouts and started the first Fire Explorer program for the Turlock Fire Department in the 1990's; and

**WHEREAS**, it is the wish of the Crabtree family that any memorial funds donated in Keith's memory be split equally between the Hughson and Turlock Fire Explorer programs; and

**WHEREAS**, on April 12, 2012, the Hughson Volunteer Fire Department drafted a check to the Turlock Fire Department in the amount of \$1,125 representing an equal split of total donations received in memory of retired Fire Engineer Keith Crabtree;

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Turlock does hereby appropriate \$1,125 to account number 265-30-304.47110 "Turlock Services Donation Expenses" from Fund 265 "Fire Services Grants" reserve balance, funded by revenue received in 265-30-304.37200\_000 "Fire Services Donations" for donations accepted from various sources in memory of retired Turlock Fire Engineer Keith Crabtree, to be used for the Fire Explorers Program..

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 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



## Council Synopsis

5V  
June 26, 2012

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From: Roy W. Wasden, City Manger

Prepared by: Marie Lorenzi, Senior Accountant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Approving an agreement between the City of Turlock and Economic & Planning Systems (EPS) to provide consulting services in connection with Turlock CFD No. 1 – Monte Vista Corridor (District)

### 2. DISCUSSION OF ISSUE:

This contract is a continuation of the annual services EPS has provided to the City for the District since its inception in 1999. EPS assists City staff with the following:

- ✓ Determine the annual special assessment for parcels within the District based on the parameters approved when the District was formed;
- ✓ Work with Stanislaus County officials to get the annual assessment on the tax rolls;
- ✓ Prepare the annual report required of all community facility districts and provide the report to staff in both printed and electronic versions; and
- ✓ Prepare the Continuing Disclosure information required under the provisions of the Special Tax Bonds issued in December 1999 to assist with the development of the Monte Vista Corridor.

EPS also provides technical assistance to staff on an as needed basis throughout the year. Assistance provided includes determining payoff amounts should a property owner desire to pre-pay their assessment obligation. This situation has come up several times as property ownership within the District has changed hands.

**3. BASIS FOR RECOMMENDATION:**

Staff recommends approval of this contract as the services provided are of a specialized nature and staff believes that it is more cost-effective and efficient to have a professional perform these services for the City (in lieu of City staff).

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

The contract amount of \$5,500 remains unchanged from the prior year. In addition, this contract contains the option to extend the contract annually for four (4) additional years at the same price contingent on the availability of funding. Funds for these services are included within the budget for the District in account number 705-10-170.43165\_001 "Reports - Annual". The cost for EPS's services is included in the costs of administering the District and is paid by the annual assessment collected within the District.

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

Recommend approval

**6. ENVIRONMENTAL DETERMINATION:**

Not applicable

**7. ALTERNATIVES:**

While Council could choose not to approve the agreement with EPS, Staff does not recommend this alternative because of the cost-effectiveness of using a consultant familiar with the matters.



**AGREEMENT FOR SPECIAL SERVICES**  
**Between**  
**CITY OF TURLOCK**  
**And**  
**ECONOMIC & PLANNING SYSTEMS, INC.**  
**for**  
**Administration of CFD #1 for 2011-12 Tax Year**  
**CONTRACT NO. 12-027**

**THIS AGREEMENT** is made this 26<sup>th</sup> day of June, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **ECONOMIC & PLANNING SYSTEMS, INC.**, a corporation, hereinafter referred to as "CONSULTANT."

**WITNESSETH:**

**WHEREAS**, in accordance with California Government Code §37103, CITY has a need for special assessment tax administration services for CFD #1 – Monte Vista Crossings; 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 Five Thousand Five Hundred and no/100<sup>ths</sup> Dollars (\$5,500). 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 twelve months (12) beginning July 1, 2012 and ending June 30, 2013, 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: ECONOMIC & PLANNING SYSTEMS, INC.**  
2295 Gateway Oaks Drive, Suite 250  
Sacramento, CA 95833-4210  
PHONE: (916) 649-8010  
FAX: (916) 649-2070

**for CITY: CITY OF TURLOCK**  
ATTN: Marie Lorenzi  
156 SOUTH BROADWAY, SUITE 110  
TURLOCK, CALIFORNIA 95380-5454  
PHONE: (209) 668-5542 Ext. 1318  
FAX: (209) 668-5576

34. **EXTENSION OF AGREEMENT:** CITY may elect to extend this Agreement for four (4) additional one-year terms, on the same terms and conditions, upon providing written notice to CONSULTANT thirty (30) days prior to the expiration of this Agreement. As provided for in Exhibit A, the compensation for each one-year extension will not exceed five thousand five hundred dollars and no/100<sup>ths</sup> (\$5,500.00) per year. The City's ability to extend the contract for each additional year is contingent upon the appropriation of funding in the City's fiscal year budget(s).

**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**

**ECONOMIC & PLANNING SYSTEMS**

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

## WORK ORDER AGREEMENT FOR CONSULTING SERVICES

EPS #122041

### 1. Parties.

The Parties to this Agreement are:

CLIENT: City of Turlock

CONSULTANT: Economic & Planning Systems, Inc.

### 2. Scope of Service.

Services performed by CONSULTANT, as detailed in **Attachment A**, shall be controlled by Work Orders issued by CONSULTANT. Each Work Order will be approved by both CLIENT and CONSULTANT and attached to this Agreement, with each sequential Work Order designated **Work Order 1-1, 1-2, 2-1, 2-2**, etc.

### 3. Budget.

CONSULTANT shall be entitled to fees and expenses set forth in subsequent Work Order(s). CLIENT agrees that in the event of a delay or work stoppage of 90 days or more, CONSULTANT, in its sole discretion, may submit a revised budget to CLIENT for its approval, and the Parties shall negotiate the terms of any such revised budget in good faith.

### 4. Payment.

CONSULTANT shall be compensated in the manner indicated in subsequent Work Order(s). Invoices are due and payable on receipt.

### 5. Time for Performance.

CONSULTANT shall commence work on mutual approval of this Agreement. Thereafter, the work shall be completed as specified in each Work Order.

### 6. Standard Terms and Conditions.

**Attachment B** is the Standard Terms and Conditions incorporated by reference as though set out in full.

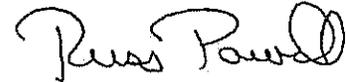
### 7. Approved. Dated this 24<sup>th</sup> day of May, 2012.

Executed as of the day stated above.

#### Approved:

City of Turlock

Economic & Planning Systems, Inc.  
A California Corporation



\_\_\_\_\_  
Marie Lorenzi

\_\_\_\_\_  
Russ Powell, Senior Vice President

*The Economics of Land Use*



Economic & Planning Systems, Inc.  
2295 Gateway Oaks Drive, Suite 250  
Sacramento, CA 95833-4210  
916 649 8010 tel  
916 649 2070 fax

Berkeley  
Denver  
Los Angeles  
Sacramento

[www.epsys.com](http://www.epsys.com)

**Attachment A**  
**Scope of Work**  
**City of Turlock Community Facilities District No. 1—**  
**Administration for Fiscal Year 2012-13**

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Economic & Planning Systems, Inc. (EPS), would appreciate the opportunity to prepare the Fiscal Year (FY) 2012–13 Tax Report, Annual Report (as needed), and Continuing Disclosure Certificate for Community Facilities District (CFD) No. 1 (Monte Vista Corridor).

### **Tasks**

**Task 1:** Set FY 2012–13 Annual Tax Levy, Prepare Tax Report, Prepare Annual Report, and Prepare Continuing Disclosure Certificate for FY 2011–12.

**Task 2:** Provide Technical Support as needed. **Task 2** includes a \$600 data acquisition fee for access to current Assessor’s data for identifying taxable parcels and preparing disclosure reports.

### **Budget**

The estimated budget to complete this work is **\$5,500**, composed of \$4,000 for **Task 1** and \$1,500 for **Task 2**. EPS proposes that the budget for **Task 1** be a one-time flat fee and the budget for **Task 2** be billed on a time-and-materials, not-to-exceed basis. **Task 2** includes a \$600 data acquisition fee for access to current Assessor’s data for identifying taxable parcel and preparing disclosure reports. Hours exceeding the budgeted amount for **Task 2** will not be billed without an approved budget extension from the City of Turlock (City).

### **Schedule**

By July 1, 2012, EPS will submit the FY 2012–13 annual tax levy to the City for review. After making any edits, the tax levy will be provided to the City electronically by July 15, 2012, and transmitted to the Stanislaus County Auditor-Controller by July 31, 2012. EPS will complete the Continuing Disclosure Certificate by December 1, 2012, for City review and will transmit it to the City’s dissemination agent no later than 15 days before the submittal date.

### **Key Personnel**

Principal Jamie Gomes will serve as Principal-in-Charge of this project and will provide guidance and input as needed. Senior Vice President Russ Powell will serve as Project Manager and will conduct the day-to-day management of this project. Additional EPS staff may assist in identifying, collecting, and analyzing data.

**WORK ORDER 1-1**

**Project Number:**  
122041

**Project Name:** Turlock Community Facilities  
District (CFD) No. 1—Administration for Fiscal Year  
(FY) 2012-13

**Contract Date:**  
May 24, 2012

**Billing Task/Name:** 1/CFD Administration  
FY 2012-13

**Work Order Date:**  
May 24, 2012

**Work Order Number:** 1-1

**Description:** EPS will set FY 2012–13 Annual Tax Levy, Prepare Tax Report, Prepare Annual Report, and Prepare Continuing Disclosure Certificate for FY 2011–12. Remaining tasks may be authorized at a later date and will be controlled by (an)other Work Order(s). It is anticipated that EPS will submit Work Order 2-1 for FY 2013-14, Work Order 3-1 for FY 2014-15, Work Order 4-1 for FY 2015-16, and Work Order 5-1 for FY 2016-17.

**Terms:** The total budget will be billed in full in August 2012. CLIENT may terminate assignment of work under this Work Order with written notice.

**Payment:** A single invoice will be produced in August 2012 for all work through March 31, 2013. The invoice will be due and payable on receipt.

**Budget:** \$4,000

**Timing:** By July 1, 2012, EPS will submit the FY 2012–13 annual tax levy to the City of Turlock (City) for review. After making any edits, the tax levy will be provided to the City electronically by July 15, 2012, and transmitted to the Stanislaus County Auditor-Controller by July 31, 2012. EPS will complete the Continuing Disclosure Certificate by December 1, 2012, for City review and will transmit it to the City’s dissemination agent no later than 15 days before the submittal date.

**2012 Staffing and Billing Rates:** (Rates are periodically adjusted)

Managing Principal	\$265–\$295
Principal	\$235
Senior Vice President	\$210
Vice President	\$185
Senior Technical Associate	\$170
Senior Associate	\$150
Associate	\$130
Production and Administrative Staff	\$75

**SIGNATURES ON THE FOLLOWING PAGE**

*The Economics of Land Use*



*Economic & Planning Systems, Inc.  
2295 Gateway Oaks Drive, Suite 250  
Sacramento, CA 95833-4210  
916 649 8010 tel  
916 649 2070 fax*

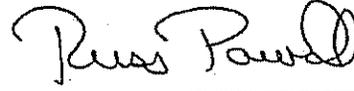
*Berkeley  
Denver  
Los Angeles  
Sacramento*

*www.epsys.com*

**Approved:**

City of Turlock

Economic & Planning Systems, Inc.  
A California Corporation



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Marie Lorenzi, Senior Accountant

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Russ Powell, Senior Vice President

**WORK ORDER 1-2**

**Project Number:**  
122041

**Project Name:** Turlock Community Facilities  
District (CFD) No. 1—Administration for Fiscal Year  
(FY) 2012-13

**Contract Date:**  
May 24, 2012

**Billing Task/Name:** 2/CFD Administration  
Technical Support

**Work Order Date:**  
May 24, 2012

**Work Order Number:** 1-2

**Description:** Provide Technical Support as needed. Remaining tasks may be authorized at a later date and will be controlled by (an)other Work Order(s). It is anticipated that EPS will submit Work Order 2-2 for FY 2013-14, Work Order 3-2 for FY 2014-15, Work Order 4-2 for FY 2015-16, and Work Order 5-2 for FY 2016-17.

**Terms:** The total budget will be billed on a time-and-materials, not-to-exceed basis. CLIENT may terminate assignment of work under this Work Order with written notice. This Work Order includes a \$600 data acquisition fee for access to current Assessor's data for identifying taxable parcels and preparing disclosure reports.

**Payment:** Monthly invoices for consulting time, materials, and expenses for the prior month. Invoices are due and payable on receipt.

**Budget: \$1,500**

**Timing:** EPS will provide technical support as needed.

**2012 Staffing and Billing Rates:** (Rates are periodically adjusted)

Managing Principal	\$265-\$295
Principal	\$235
Senior Vice President	\$210
Vice President	\$185
Senior Technical Associate	\$170
Senior Associate	\$150
Associate	\$130
Production and Administrative Staff	\$75

**Approved:**

City of Turlock

Economic & Planning Systems, Inc.  
A California Corporation



Marie Lorenzi, Senior Accountant

Russ Powell, Senior Vice President

*The Economics of Land Use*



Economic & Planning Systems, Inc.  
2295 Gateway Oaks Drive, Suite 250  
Sacramento, CA 95833-4210  
916 649 8010 tel  
916 649 2070 fax

Berkeley  
Denver  
Los Angeles  
Sacramento



## Council Synopsis

5W

June 26, 2012

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Authorizing the City Manager to enter into an agreement with Phil Lancaster, an outside labor negotiator, to assist in the Fiscal Year 2012/13 labor negotiations with all units if needed, in an amount not to exceed \$20,000

### 2. DISCUSSION OF ISSUE:

The City of Turlock utilized an outside negotiator for FY 2011/12 labor negotiations. City negotiators have reached agreements with all six employee groups to extend current contracts as "status quo contracts" from the period July 16, 2012 through October 31, 2012. These groups include Turlock Fire Fighters Association (TFFA), Turlock Management Association Public Safety (TMAPS), Turlock City Employees Association (TCEA), and Turlock Associated Police Officers (TAPO). Turlock Confidential Employees (TCE) and Turlock Management Employees (TME), unrepresented groups, possess a Schedule of Benefits.

These employee groups have agreed to initiate meetings in mid August to begin negotiations for FY 2012/13, with new contracts and schedules of benefits to commence November 1, 2012. Starting discussions in August will allow time for both parties to conduct any contract cleanup and housekeeping issues that may warrant discussion. Additionally, negotiators have received direction from Council to discuss specific issues related to CalPERS tiering and City health insurance.

In response to the current economic conditions, all employees have participated in budget reductions by giving concessions on salaries and benefits in the three previous fiscal years. The use of an outside negotiator for FY 2012/13 will allow negotiations to continue to proceed more expeditiously and with minimal disruption to good working relationships between City management and employee groups. Over the last year, Phil Lancaster has proven to be an effective negotiator, demonstrating positive working relationships with all of the employee groups.

**3. BASIS FOR RECOMMENDATION:**

- A. The demands on the time of the City Attorney and the City Manager make it prudent to secure outside help to negotiate labor agreements with all bargaining units. Additionally use of an outside negotiator will minimize strain on the good working relationships between the current negotiators and the associations and unrepresented groups.

**Strategic Plan Initiative: B. FISCAL RESPONSIBILITY**

**Goal(s):** a. Create an "efficient" yet effective City government organization.

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

**Fiscal Impact**

Up to \$20,000 will be used to secure labor agreements with all of the represented bargaining units and unrepresented groups. It is proposed that this cost be born equitably by employee percentages between the General Fund and the Enterprise Funds.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

None.

**7. ALTERNATIVES:**

- A. Council can deny the request to hire an outside labor negotiator.

## **AGREEMENT FOR NEGOTIATIONS SERVICES**

**This Agreement for Negotiations Services ("Agreement") is entered into on June 30th, 2012 by and between PHIL LANCASTER ("Lancaster") and the CITY OF TURLOCK, ("City"), and its COUNCIL, ("Council").**

**The City is contracting with Lancaster to provide negotiations services with the various Unions and Employee Organizations within the City of Turlock for the 2012-2013 fiscal year, pursuant to the provisions of the Meyers-Milias-Brown Act.**

**Lancaster will provide services as an independent contractor and not as an employee of the City.**

**Lancaster and the Council agree to the following terms:**

- 1. Lancaster agrees to provide negotiations services on an as-needed basis, as an independent contractor, as directed by the City Manager:**
  - A. Represent the City in all aspects and phases of negotiations with the employee unions/organizations.**
  - B. Provide advice and consultation by telephone, correspondence and personal appearances within the City.**
  - C. Provide assistance to the City, as requested, to comply with the requirements of the Meyers-Milias-Brown Act.**
  - D. Perform other related services.**
- 2. The term of this Agreement is July 1, 2012 through and including June 30, 2013.**
- 3. Services will be provided in the following manner:**
  - A. Meeting and negotiating with the Unions/Employee Organizations.**
  - B. Meeting with the Council as requested.**
  - C. Telephonic and written communication with the Council and the City Manager as requested.**
- 4. For services rendered to the City provided by this Agreement, the City agrees to compensate Lancaster as follows:**
  - A. An annual retainer of \$15,000 payable in two payments of \$7,500. The first payment is due within thirty days of the approval of this Agreement by the Council. The second payment is due within thirty days of the conclusion of**

*PM*

negotiations with the last of the Union/Employee Organizations or June 30, 2013, whichever occurs first.

**B.** In addition, the City will be charged for reasonable and necessary travel, portal to portal, on behalf of the City at the rate of \$.50 per mile. Lancaster will bill the City for mileage at the conclusion of negotiations as provided in "A" above.

**5.** This Agreement may be modified only by mutual written agreement of the Council and Lancaster.

The parties have executed this Agreement in the County of Stanislaus, State of California.

Dated: June 30, 2012

INDEPENDENT

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CITY MANAGER

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ROY WASDEN



## Council Synopsis

5X  
June 26, 2012

From: Roy Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Motion: Extending contracts between the City of Turlock and Turlock City Employees Association (TCEA), Turlock Associated Police Officers (TAPO), Turlock Firefighters, Local (TFL) #2434, and Turlock Management Association – Public Safety (TMAPS), and Schedule of Benefits between the City of Turlock and Turlock Confidential Employees (TCE), and Turlock Management Employees (TME), for the period July 16, 2012 through October 31, 2012, and authorizing the City Manager any and all necessary documents

### 2. DISCUSSION OF ISSUE:

Each of the employee organizations agreed to extend their respective contracts as "status quo contracts" with no changes from the period July 16, 2012 through October 31, 2012. It was by mutual agreement between City negotiators and employee organizations that negotiations will begin in August 2012. Starting discussions in August will allow time for both parties to conduct any contract cleanup and housekeeping issues that may warrant discussion. Additionally, negotiators have received direction from Council to discuss specific issues related to CalPERS tiering and City health insurance.

### 3. BASIS FOR RECOMMENDATION:

With the approval of "status quo contracts" scheduled to expire October 31, 2012, all negotiated concessions will end on this date. In addition, the 4.5% equity adjustment will also expire on October 31, 2012. As discussed, negotiations will begin in August with the goal of having new contracts in place for all employee groups effective November 1, 2012.

**Strategic Plan Initiative:** B. FISCAL RESPONSIBILITY

**Goal(s):** a. Create an "efficient" yet effective City government organization.

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

**Fiscal Impact**      None – The fiscal year 2012/13 budget was adopted with the assumption that all employee contracts would be extended through October 13, 2012.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A.      Do not approve status quo contract extensions.



CLAIM FORM  
(Please type or print)

54

RECEIVED

JUN 06 2012

City of Turlock  
Administrative Services

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: Hector Irasava

SS#: \_\_\_\_\_ DOB: 08-26-83 Gender: Male  Female \_\_\_\_\_

Claimant's address: 2425 Dels lane Turlock 95382

Claimant's Telephone Number(s): 209-872-8881

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

Date of incident/accident: ~~NA~~ 3-21-2012

Date injuries, damages, or losses were discovered: 4-9-2012

Location of incident/accident: 18 E Syracuse Turlock 95382

What did entity or employee do to cause this loss, damage, or injury? Please see notes for the job site on 04-09-2012. sewer backup  
(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)? Please see notes for the jobsite on 04-09-2012

What specific injuries, damages, or losses did claimant receive? Had to pay \$844.00 to two different plumbers, when problem was from the city main drain.  
(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: \$844.00

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)? \_\_\_\_\_

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

Date Signed: 6/6/2012 Signature: Hector Irasava

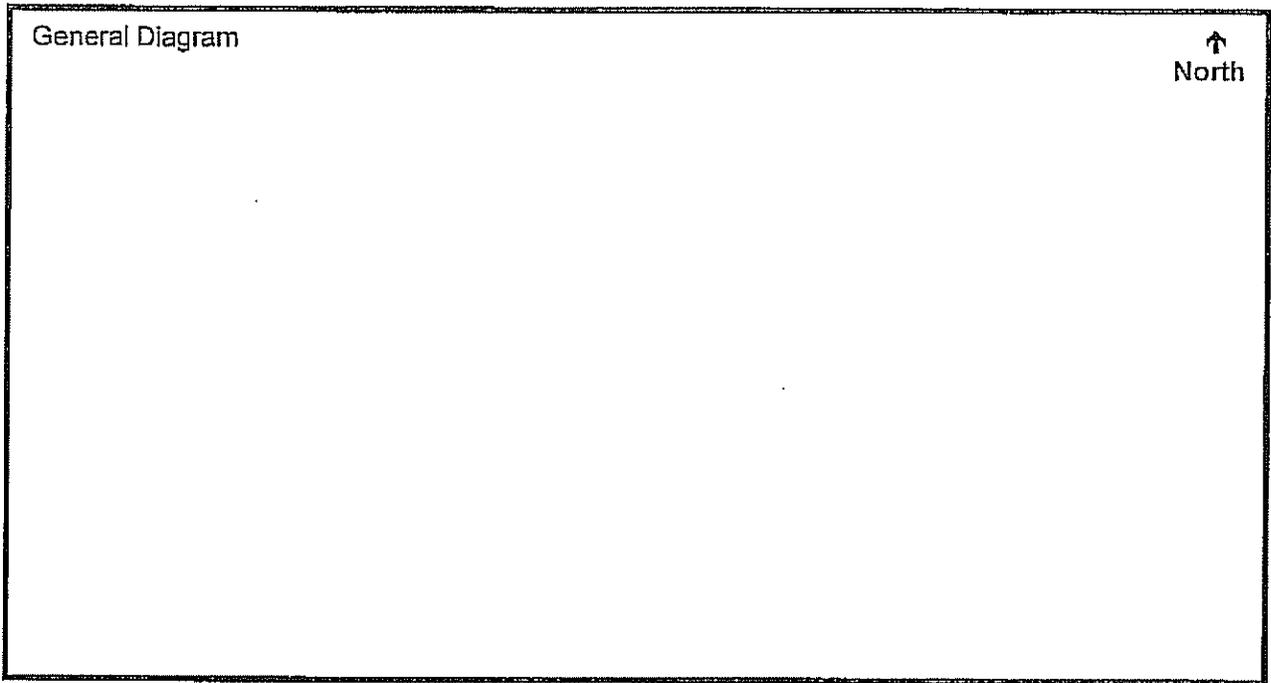
If signed by representative: \_\_\_\_\_

Print Representative's Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

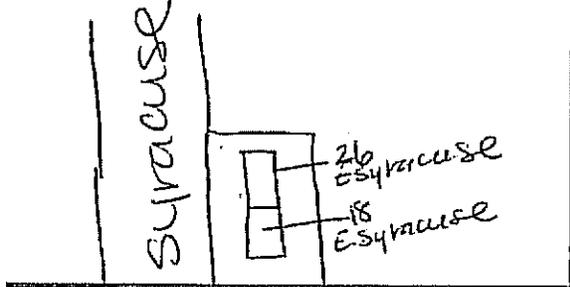
Address: \_\_\_\_\_

Relationship to Claimant: \_\_\_\_\_

DIAGRAMS



Street Incidents



↑  
North

\* ← This locs where the job site took place and it was causing sewer backup.

Conrad Dr.

The problem was coming from the city drain that was causing both of our units to flood. After the city came out and fixed it, there is no longer any problems. Please see notes & reports about this matter dated 4/9/2012.

Thanks.



# JOB INVOICE



## Drain Master's

3345 Ocotillo Way  
 Modesto, CA 95355  
 (209) 622-7601  
 CA State LIC # 963211

*Heather T. Vasquez*

SOLD TO: *Viola, Sarah*  
 ADDRESS: *18 Sykes Ave*  
*Turlock CA*  
 ATTENTION: *95300*

DATE ORDERED: \_\_\_\_\_ ORDER TAKEN BY: *Heather*  
 PHONE NO.: *812-8881* CUSTOMER ORDER #: *115351041*  
 JOB LOCATION: \_\_\_\_\_  
 JOB PHONE: \_\_\_\_\_ STARTING DATE: \_\_\_\_\_  
 TERMS: \_\_\_\_\_

QTY.	MATERIAL	UNIT	AMOUNT
3	Service Calls		\$475
1	Video Inspection		\$250
1	Hydro Jet		
Service call dates:			
			3/21/2012
			3/30/2012
			4/5/2012
TOTAL MATERIALS			

DESCRIPTION OF WORK			
<i>Called out 3 times and found that the city had a block of pipe at city trench</i>			
MISCELLANEOUS CHARGES			
<i>Video Inspection</i>			
TOTAL MISCELLANEOUS			
LABOR	HRS.	RATE	AMOUNT
<i>Service Call</i>	<i>30</i>	<i>1500</i>	<i>3000</i>
<i>Video Inspection</i>			<i>250</i>
<i>Hydro Jet</i>			<i>125</i>
TOTAL LABOR			

WORK ORDERED: \_\_\_\_\_  
 DATE ORDERED: \_\_\_\_\_  
 DATE COMPLETED: \_\_\_\_\_

CUSTOMER APPROVAL SIGNATURE: \_\_\_\_\_  
 AUTHORIZED SIGNATURE: \_\_\_\_\_

TOTAL LABOR	<i>675</i>
TOTAL MATERIALS	<i>0</i>
TOTAL MISCELLANEOUS	<i>0</i>
SUBTOTAL	<i>675</i>
TAX	<i>0.00</i>
GRAND TOTAL	<i>675.00</i>

52



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: Manuel Cardenas

SS#: N/A DOB: N/A Gender: Male  Female

Claimant's address: 926 Locust Avenue, #101, Long Beach CA 90813

Claimant's Telephone Number(s): 209-810-4293

Address where notices about claim are to be sent, if different from above: PO BOX 920  
Suisun City, CA 94585

Date of incident/accident: 04/11/2012

Date injuries, damages, or losses were discovered: 04/11/2012

Location of incident/accident: Countryside, Turlock/Stanislaus CA

What did entity or employee do to cause this loss, damage, or injury? City of Turlock failed to cover 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)? City of Turlock

What specific injuries, damages, or losses did claimant receive? Physical damage to the vehicle.  
(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: \$2,875.43

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)? Vehicle Repairs = \$2,662.43  
Rental = \$213.00 Total Amount = \$2,875.43  
(Please use back of this form or separate sheet, if necessary, to answer this question in detail.)

Date Signed: 05/23/2012 Signature: Jillian A. Wendtland

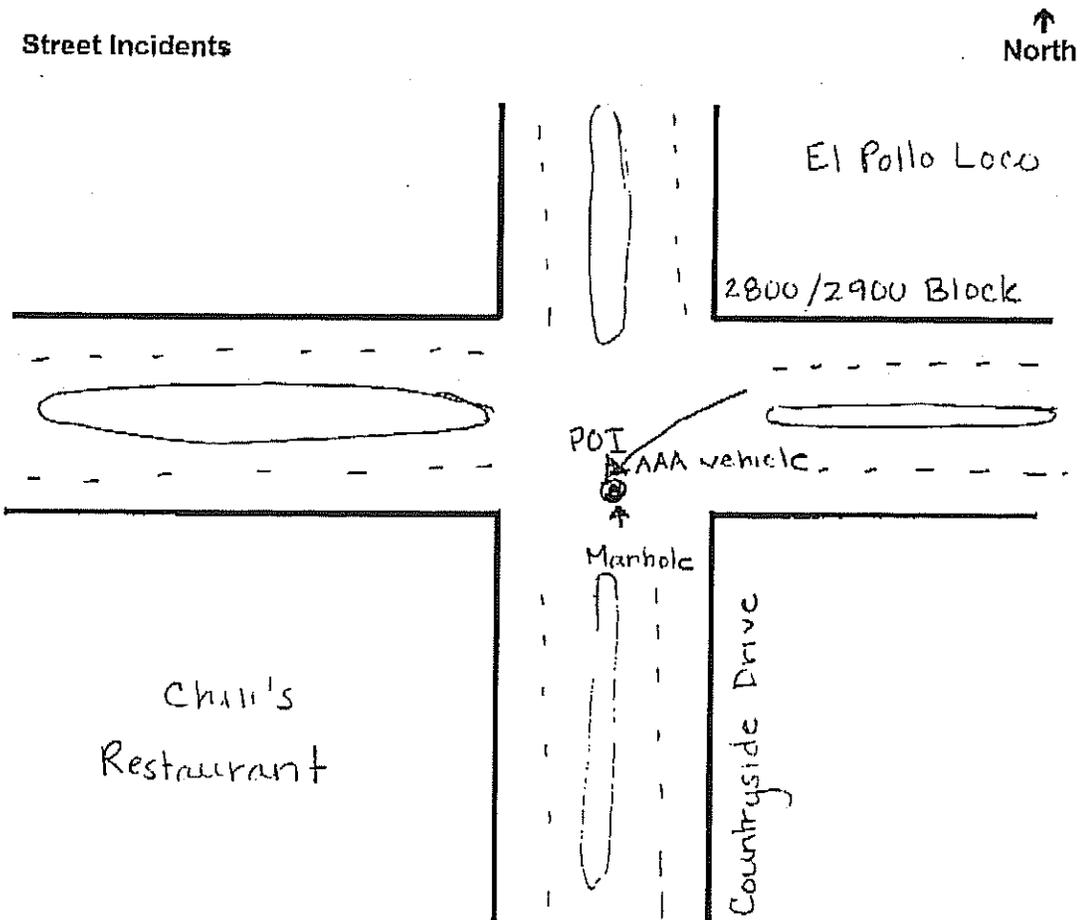
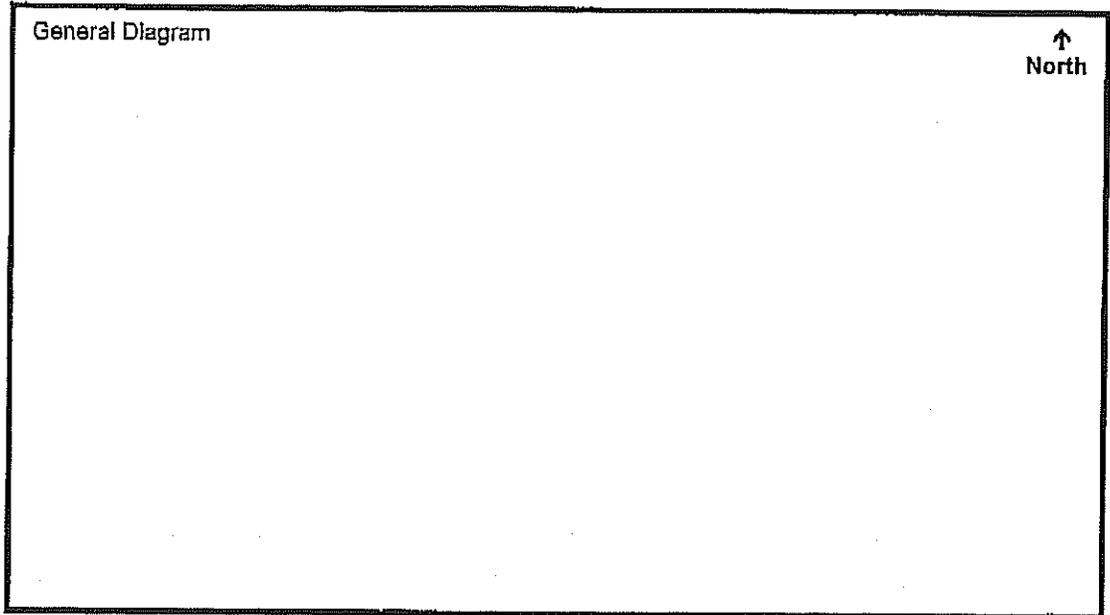
If signed by representative:

Print Representative's Name Jillian Wendtland Telephone 888-900-6520 Ext. 5013

Address CSAA, PO Box 920, Suisun City, CA 94585

Relationship to Claimant Claims Service Adjuster

DIAGRAMS





AAA Northern California,  
Nevada & Utah  
Insurance Exchange

P.O. Box 920  
Suisun City, CA 94585-0920

June 4, 2012

RECEIVED

JUN 05 2012

City of Turlock  
Administrative Services

Rhonda Greenie, City Clerk City of Turlock  
156 South Broadway Ste. 230  
Turlock, CA 95380

RE: Your Insured: City of Turlock  
Your Claim No.: TBD  
Our Insured: Angela/Manuel Cardenas  
Our Claim No.: 03-KV8677-3  
Date of Loss: 04/11/2012

Dear Rhonda Greenie, City Clerk City of Turlock:

This will confirm our subrogation interest arising from this loss. We have settled the claim with our insured and based on the following facts, request payment directly to AAA Northern California, Nevada & Utah Insurance Exchange (AAA NCNU IE):

In order to assist with and expedite the evaluation and processing of this subrogation demand, we enclose the relevant documentation in support of our claim. This information may contain personal or privileged information about our insured, and is being provided to you pursuant to California Insurance Code Section 791.13 and may not be used for any unauthorized purpose.

Based upon this information, we ask that you issue payment of \$3375.43

Repair Bill	\$2,662.43
Deductible	\$500.00
Loss of Use	\$213.00
Tow/Storage	\$0.00
Miscellaneous	\$0.00
TOTAL	<u>\$3,375.43</u>

Please be advised that any payment in an amount less than that set forth in this letter that is forwarded to AAA NCNU IE without its prior authorization as described below *will not constitute a full and final settlement and will be accepted as partial payment only*. Since payments received in the mail are processed by clerical staff and deposited as a matter of course without examination, unauthorized payments for less than the full amount demanded may be processed inadvertently. Although such payments may be demarked as "payment in full" or have other words of similar meaning written on them, their processing will not constitute an accord and satisfaction, as AAA NCNU IE has not agreed to acceptance of such payments. Only an authorized Subrogation Specialist may communicate, orally or in writing, AAA NCNU IE's specific agreement to accept an amount less than that demanded in this letter.

Should you have any questions, please feel free to contact the AAA NCNU IE Subrogation Department at the number below.

Sincerely,

*Amanda Maricevic*

Subrogation Specialist

888-900-6520 extension 6236

Fax 707-863-9052

Enclosure

6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 4, CHAPTER 6, }  
ARTICLE 3, SECTION 2, ENTITLED }  
"TOW-AWAY ZONES: DESIGNATION" }  
\_\_\_\_\_ }

ORDINANCE NO. -CS

WHEREAS, California Vehicle Code Section 22561 allows local authorities to adopt ordinances to remove (tow) vehicles parked or standing in properly signed designated areas; and

WHEREAS, the Turlock City Council has determined that parking vehicles on certain portions of North Broadway and South Broadway creates a disruption when use of the street is authorized for the Turlock Farmer's Market, a purpose other than the normal flow of traffic.

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

SECTION 1. AMENDMENT: Title 4, Chapter 6, Article 3, Section 2, is hereby amended to read as follows:

4-6-302 Tow-Away Zones: Designation.

The following locations shall be designated as "Tow-Away Zones":

- (a) on Tuesdays from 7:00 a.m. to 2:00 p.m.:
  - (1) the west side of Johnson Road between Marshall Street and Merritt Street.
  - (2) the north side of Merritt Street from Johnson Road to 145 feet west thereof.
  
- (b) on Fridays from 7:00 a.m. to 2:00 p.m., during the months of May through October, inclusive:
  - (1) the east and west sides of North Broadway between West Main Street and West Olive Avenue.
  - (2) the east and west sides of South Broadway between West Main Street and Market Street.

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 26<sup>th</sup> day of June, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

7A

June 26, 2012

From: Chief Robert A. Jackson

Prepared by: Robert E. Boyd, Neighborhood Services Supervisor

Agendized by: Roy W. Wasden

**1. ACTION RECOMMENDED:**

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

**2. DISCUSSION OF ISSUE:**

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

**3. BASIS FOR RECOMMENDATION:**

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

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

**Fiscal Impact:** None.

**Budget Amendment**

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

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

Exempt.

**7. ALTERNATIVES:**

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

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

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

RESOLUTION NO. 2012-

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

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

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

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

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

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 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"**

NAME OF OWNER	LOCATION OF PROPERTY	ABATEMENT		AMOUNT ASSESSED
		DATE	NUMBER	
JOHN C. PACHECO 20335 CORAL CIRCLE HILMAR, CA 95324	614 8 <sup>TH</sup> STREET	03-20-12	043-001-002	\$739.07
JOHN C. PACHECO 20335 CORAL CIRCLE HILMAR, CA 95324	636 8 <sup>TH</sup> STREET	03-20-12	043-001-003	\$709.28
CARLETTEA COOK 1247 PECAN WAY TURLOCK, CA 95380	1247 PECAN WAY	01-05-12	044-063-073	\$84.56
1957 PARKSIDE LLC 1820 BONANZA STE STE 205 WALNUT CREEK, CA 94596	1400 WEST MAIN STREET	4-5-12	050-001-027	\$163.01
SEVERINA CANILAO 1180 HILLSIDE BLVD DALY CITY, CA 94014	881 WEST MAIN STREET	1-7-12	061-004-068	\$42.28



## Council Synopsis

7B

June 26, 2012

---

From: Robert A. Jackson, Chief of Police

Prepared by: Carl E. Nielsen, Police Captain

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 4, Chapter 15, regarding Tow Car Regulations

### 2. DISCUSSION OF ISSUE:

The proposed municipal code amendment is to the City of Turlock Municipal Code (TMC), specifically Chapter 4-15, Tow Car Regulations.

This proposed ordinance modification is being done in order to streamline and condense the language that is currently broken into two (2) separate Articles within the Chapter. The proposed language will mirror the standards currently set and enforced by the California Highway Patrol (CHP) when dealing with tow car services, thus giving affected tow companies a uniformed standard of rules to abide by. Additionally, the proposed language will help ensure that tow services provided by contract through the police department will be conducted by tow businesses within specified boundaries and the towed vehicles will remain local.

### 3. BASIS FOR RECOMMENDATION:

- A) Several tow companies that currently provide tow services within the City of Turlock have expressed concerns over the existing language in Turlock Municipal Code Section 4-15 which requires a different set of standards than those required by the California Highway Patrol for the same services.
- B) Community members have expressed concerns with the police department that the existing Turlock Municipal Code Section 4-15 allows tow companies outside our city to contract with the police department, causing them to drive to other cities to recover their vehicles.
- C) The last major review of Turlock Municipal Code Section 4-15 occurred in 1996. Since 1996, our community has grown significantly and the requirements of the tow companies contracting with the police department have changed.

**STRATEGIC PLAN:**

**Strategic Plan Initiative:** B. PUBLIC SAFETY

**Goal(s):** b. Police Department

- iv) Work with our business community to provide prompt and efficient communication, support, and service to assist businesses in being successful.

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

**Fiscal Impact:** None.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

Not applicable

**7. ALTERNATIVES:**

Not adopt the proposed change to the Turlock Municipal Code.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK  
MUNICIPAL CODE TITLE 4, CHAPTER 15,  
REGARDING TOW CAR REGULATIONS

ORDINANCE NO. -CS

WHEREAS, an ordinance of the Council of the City of Turlock amending Title 4, Chapter 15, regarding Tow Car Regulations.

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

**Chapter 4-15**

SECTION 1. AMENDMENT: Title 4, Chapter 15, Title is hereby amended to read as follows:

**TOW CARSTOWING SERVICE REGULATIONS**

**Article 1.**

**4-15-101 Definitions.**

For the purposes of this chapter, unless otherwise apparent from the context, the following words or phrases are defined as follows:

- (a) "Abandoned vehicles rotation list" means a list maintained by the Turlock Police Department of operators from which the Police Department will make calls for towing services for the purpose of removing abandoned vehicles as authorized by the California Vehicle Code.
- (b) "Attendant or employee" shall mean and include any person qualified by knowledge and experience to operate a tow car and who is the employee or agent of an owner or operator and operates tow cars.
- (c) "Operator" shall mean and include any person, firm, corporation or association engaged in the business of towing motor vehicles.
- (d) "Owner" includes any person having all the incidents of ownership, including the legal title of a tow car whether or not such person lends, rents, or creates a security interest in the car; and the person entitled to the possession of a car as the purchaser under a security agreement.
- (e) "Rotation list" is a list maintained by the Police Department of operators from which the Police Department will make calls for towing service on a sequential basis.
- (f) "Tow car" or "Tow Truck" means a motor vehicle as defined in Section 615 of the California Vehicle Code.
- (g) "Towing Service" means the business of operating tow cars and/or tow trucks for the

purpose of towing, moving, or removing vehicles from, over, or on the public streets in the City of Turlock.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 2. RENUMBER AND AMENDMENT:** Title 4, Chapter 15, Article 1, Section 02 is hereby amended to read as follows:

**4-15-1023 Permits required.**

(a) No person shall own or operate a tow car or towing service within the City of Turlock for a Turlock Police Rotation call without first obtaining a permit as provided by this ordinance.

(b) Every owner or operator of a tow car or towing service shall obtain a permit as provided by this article for each and every qualified employee or attendant.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 3. RENUMBER AND AMENDMENT:** Title 4, Chapter 15, Article 1, Section 03 is hereby amended to read as follows:

**4-15-1036 Permits: Applications.**

Any person desiring to obtain a permit to own or operate a tow car or towing service within the City of Turlock for the Turlock Police Rotation shall file a written application, on the form provided by the City of Turlock, with the Turlock Police Department. In addition, each operator and all attendants must be fingerprinted for the purpose of a background check. Such application shall include the following information:

(a) The name, residence address and telephone number of the applicant. If the applicant is a partnership, the name, residence address and telephone number of each partner. If the applicant is a corporation, the name residence address and telephone number of each director, each officer and the general manager.

(b) The applicant's date of birth, weight, height, color of eyes and hair, and a copy of their valid California driver's license. If the applicant is a partnership, the date of birth, weight, height, color of eyes and hair, and copy of the valid California driver's license for each director, each officer, and the general manager.

(c) The name under which the towing service operates and the business address and telephone number of the towing service.

(d) The year, make, model, weight capacity, color, V.I.N. number, and license number of every tow truck/vehicle that will be operated by the towing service.

(e) The name of each city, county, and state, including the specific addresses therein, in which the applicant has been engaged in or has conducted a towing service, or has been employed as a towing service operator or attendant within the last five (5) years. If the applicant is a partnership, such information shall be provided for each partner. If the applicant is a corporation, such information shall be provided for each director, each officer and the general manager.

(f) A statement of all felonies, misdemeanors and infractions (including moving traffic

violations and excluding parking violations) for which the applicant has been cited, arrested or convicted ~~within the last five (5) years~~. If the applicant is a partnership, such information shall be provided for each partner. If the applicant is a corporation, such information shall be provided for each director, each officer and the general manager.

(g) Such other information as the Chief of Police may deem relevant and necessary to investigate and evaluate the qualifications of the applicant.

(h) A signed statement that the information contained in the application as submitted by the applicant is true and complete to the best of the applicant's knowledge, under the penalty of perjury.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 4. RENUMBER:** Title 4, Chapter 15, Article 1, Section 04 is hereby amended to read as follows:

**4-15-10414 Equipment: Minimum standards.**

Each tow car/tow truck shall meet the following standards:

(a) Truck Chassis. Vehicles shall have at least one-ton capacity with rear dual wheels or equivalent.

(b) Company Name. Vehicles shall be marked as required by the California Vehicle Code.

(c) Lights. Vehicles shall, at all times, be equipped with lighting equipment as required by the California Vehicle Code and may be equipped with such other lights as the operator may desire which are not forbidden by law.

(d) Radio. Each vehicle shall have in good operation condition a two-way communication system approved by the Chief of Police, capable of communicating with the parent company dispatcher. Citizen band radios do not meet this requirement.

(e) Additional Equipment. Each vehicle shall have a flashlight in operating condition, a dustpan, crowbar, pry-bar, rope or strapping implement for securing steering wheels, hammer, screwdriver, wrenches, safety chain and other miscellaneous hand tools, and shall have at least two (2) five-gallon cans of absorbent material.

(f) All other equipment as required by the California Vehicle Code.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 5. RENUMBER AND AMENDMENT:** Title 4, Chapter 15, Article 1, Section 05 is hereby amended to read as follows:

**4-15-1054 Permits: Fees.**

Any person desiring to own or operate a tow car or towing service shall pay to the City of Turlock, and submit along with the application referenced above, the fees established by resolution of the City Council for owners, operators and for each qualified attendant and

employee. If a permit is lost or stolen, it shall be reported to the Turlock Police Department and will be replaced for a fee established by resolution of the City Council.

**SECTION 6. RENUMBER:** Title 4, Chapter 15, Article 1, Section 06 is hereby amended to read as follows:

**4-15-1067 Permits: Background investigations.**

The Chief of Police shall cause to be conducted an investigation of each application by a towing service operator, and a finding of such investigation shall be attached to the application.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 7. RENUMBER AND AMENDMENT:** Title 4, Chapter 15, Article 1, Section 07 is hereby amended to read as follows:

**4-15-1078 Permits: Conditions; approval or rejection of application.**

The Chief of Police, or his/her designee, upon consideration of an application by a towing service operator and/or attendant and the investigation reports and documents attached thereto, shall approve or reject the application in accordance with the provisions of this chapter.

The Chief of Police, or his/her designee, shall approve the application by a towing service operator/attendant for a permit to operate a towing service if it is found:

- (a) That the vehicles described in the application and proposed to be operated by the towing service meet the minimum standards set forth in this chapter and by the California Vehicle Code.
- (b) That the applicant meets all the requirements of this chapter and all other applicable laws and regulations.
- (c) That the applicant is at least eighteen (18) years of age and has adequate experience in the operation of a towing service.
- (d) That the applicant has not been convicted within five (5) years immediately preceding the application of a crime involving honesty, or veracity, violence, dangerous or deadly weapons, or more than once during the five (5) year period has been convicted of the use or possession of narcotics, for operating a vehicle under the influence of intoxicating liquor, or vehicle theft.
- (e) The applicant must operate his/her tow vehicle(s) in accordance with the provisions and requirements of laws of the State of California, the County of Stanislaus, and the City of Turlock.
- (f) The applicant must submit a proposed schedule of fees and charges with the application and, if the permit is granted, the permittee must keep a current schedule of fees and charges on file with the Police Department.
- (g) The applicant must submit proof of insurance coverage in the amount required by resolution of the City Council.
- (h) On an annual basis, each tow vehicle must pass an inspection by the California

Highway Patrol or by a designee of the Chief of Police or his/her designee.

(i) The applicant must meet all other conditions established by the City Council or the Chief of Police in order to ensure the public health, safety, and general welfare.

(j) That the information submitted by the applicant is correct and complete.

(k) On an annual basis, each tow yard must pass an inspection by the Chief of Police or his/her designee.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 8. RENUMBER AND AMENDMENT:** Title 4, Chapter 15, Article 1, Section 08 is hereby amended to read as follows:

**4-15-1085 Permits: Terms.**

The Chief of Police may grant a permit to a tow car operator and his/her attendants or employees for a period not to exceed one (1) year from the date of issuance, renewable upon application to the Police Department. Permits shall be renewed annually on January 1st (delinquent after February 15th). Initial permits obtained after July 1<sup>st</sup> shall remain valid until the second January following the date the permit was obtained. This permit is non-transferable. All permits shall be surrendered to the Turlock Police Department upon request of the Chief of Police or his/her designee, or upon termination or resignation from the Turlock Police Rotation.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 9. AMENDMENT:** Title 4, Chapter 15, Article 1, Section 09 is hereby amended to read as follows:

**4-15-109 Permits: Revocation.**

Any permit issued pursuant to the provisions of this ordinance may be revoked by the Chief of Police for any of the reasons that follow, after ten (10) days written notice to the permittee specifying the grounds for the proposed revocation and requiring him/her to appear and show cause why such permit should not be revoked:

(a) Non-compliance with any of the conditions of this section.

(b) Failure to operate his/her tow car or tow service in accordance with the provisions and requirements of this chapter or with the laws of the State of California.

(c) Upon the suspension or revocation of a California Driver's license.

The Chief of Police may refuse to place an applicant on the rotation list or may strike an operator from the rotation list if evidence of poor performance on Turlock's rotation list or that of another public agency is discovered.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**4-15-110 Permits: Appeals.**

(a) Any applicant for, or holder of, a permit whose application is rejected or whose permit is suspended or revoked, as provided in this chapter, may appeal such decision pursuant to the provisions of Chapter 4 of Title 1.

(b) In the event of a rejection or revocation, applicant may not reapply for a 42 ~~twelve~~ (12) month period following final action.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 10. RENUMBER:** Title 4, Chapter 15, Article 1, Section 11 is hereby amended to read as follows:

**4-15-14424 Supplemental regulations.**

The provisions of this chapter shall be deemed as supplemental to the business license tax and any other pertinent laws and ordinances of the City of Turlock.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 11. REPEAL:** Title 4, Chapter 15, Article 2 Title is hereby repealed:

**~~Article 2. Tow Car and Towing Services: Police Department Rotation List~~**

**SECTION 12. RENUMBER AND AMENDMENT:** Title 4, Chapter 15, Article 2, Section 01 is hereby amended to read as follows:

**4-15-201102 Applicability.**

~~Except as hereinafter provided,~~ The provisions of this chapter shall be applicable only to those towing service operators who are placed on the rotation list or on the abandoned vehicle rotation list for towing service authorized by this chapter, unless stated otherwise.

~~The provisions of this chapter do not apply to City owned or operated vehicles or to vehicles impounded by the Turlock Police Department.~~

**SECTION 13. RENUMBER:** Title 4, Chapter 15, Article 2, Section 02 is hereby amended to read as follows:

**4-15-202117 Unlawful response.**

It shall be unlawful for any person, towing service operator, or the agent, attendant or other employee of a towing service operator, whether or not on the rotation list, to respond to any police radio call for the purpose of removing from the public streets and towing away any vehicle subject to the provisions of this chapter, unless specifically requested to do so by an officer or representative of the Turlock Police Department. The owner or operator of any vehicle may request any specific towing service operator be called to remove and tow away his/her vehicle, provided it is not being towed or impounded at the direction of the Turlock Police Department.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 14. RENUMBER:** Title 4, Chapter 15, Article 2, Section 03 is hereby amended to read as follows:

**4-15-203118 Unlawful solicitation.**

It shall be unlawful for any person, towing service operator, or the agent, attendant or other employee of a towing service operator, whether or not on the rotation lists, to solicit any towing service work which is regulated by this chapter without first being requested by the owner or operator of the vehicle or by an officer or representative of the Turlock Police Department to provide such towing service work.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 15. RENUMBER AND AMENDMENT:** Title 4, Chapter 15, Article 2, Section 04 is hereby amended to read as follows:

**4-15-204112 Rotation lists.**

The Chief of Police shall establish and thereafter maintain two (2) separate rotation lists of towing service operators, with one (1) list being solely for the towing of abandoned vehicles. Towing service operators who make application and meet the requirements of this chapter shall be included on both lists. While separate lists will be maintained, tow service operators desiring to be on the Turlock Police Department rotation list must also be on the abandoned vehicles rotation list. Each operator of a towing service placed on the rotation lists shall comply with all the provisions of this chapter. ~~The Chief of Police reserves the right to limit the number of tow service operators on the rotation lists, based on needs of the Police Department.~~ The number of tow companies to be accepted on the rotation lists should be maintained at the rate of one (1) tow company per 10,000 City population. If rotation tow company participants exceed the above number, the City will allow tow companies to retire from the list until the number of tow companies meets the one (1) tow company per 10,000 City population ratio.

**SECTION 16. RENUMBER AND AMENDMENT:** Title 4, Chapter 15, Article 2, Section 05 is hereby amended to read as follows:

**4-15-205113 Rotation determination.**

Vehicles ordered removed or stored by the Turlock Police Department shall be towed by the next available tow car or tow service. Such requests shall be made on a rotational basis.

The Police Department may deviate from the normal rotation schedule if the operator, in the judgment of the Department, is incapable of or not properly equipped for handling a specific task requiring special skills or equipment. If none of the operators on the rotation list have the necessary skills or equipment to handle the call, the Police Department may request service from any other person or company capable of handling the request. A deviation from the normal rotation for such reasons shall not cause a loss of rotation turn by either the operator who was determined to be incapable or not properly equipped for handling the request or by another rotation operator who does respond.

In the event the Chief of Police, or his/her designee, determines that there is an emergency, the provisions of this chapter shall not apply and the Turlock Police Department may obtain towing service from any source deemed appropriate.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 17. RENUMBER AND AMENDMENT:** Title 4, Chapter 15, Article 2, Section 06 is hereby amended to read as follows:

**4-15-206111 Application: Conditions.**

In addition to meeting all the provisions for obtaining a permit to operate a towing service in the City of Turlock, as defined previously in this chapter, each towing service owner/operator desiring placement on the rotation lists must also meet the following requirements:

(a) Vehicle storage/protection. Each towing service operator shall have a storage lot or building located within a three (3) mile radius of the City limits of Turlock which is adequate to store not less than twenty (20) vehicles. Such storage lot or building shall be utilized for Turlock Police Department rotational and abandoned vehicle tows and shall be enclosed by a fence or wall which is of sufficient height and strength to be capable of protecting stored vehicles and their contents from pilfering or tampering and comply with all zoning and building requirements of the City. All gates and buildings shall be securely locked when not in use and storage lots shall be screened from public view.

(g) Vehicles towed by the Turlock Police Department shall be held by the operator until the vehicle is released in writing by the Police Department. Contents of stored vehicles shall be released as authorized by California Vehicle Code, by court order, or as authorized by the Turlock Police Department.

(b)(h) Hours: Each towing service operator shall have an attendant on call, capable of responding to requests from the Turlock Police Department for towing service and to citizen requests for release of vehicles, twenty-four (24) hours each day, seven (7) days per week, including holidays.

(e)(i) Response time requirements. Tow service operators shall respond to all calls for towing service within thirty (30) minutes or less, from the time the initial request is made. If a towing service operator is unable to respond within such time and notifies the Police Department of that fact at the time the call for service is received, no penalty will be assessed however the turn is forfeited.

(d)(j) Insurance. Towing service operators shall maintain in full force and effect policies of public liability insurance as protection against:

(1) Garage liability coverage providing towing and wrecker liability;

(2) Garage keeper's legal liability or equivalent protection affording fire, theft, vandalism, and malicious mischief, covering the vehicles stored/impounded while in the care, custody and control of the towing service operator;

(3) Contractual liability.

(e)(k) Workers' Compensation Insurance shall be carried as required by state law.

(f)(l) Certificates of insurance evidencing such insurance as required by this chapter shall be filed with the Police Chief prior to assignment of a towing service operator to the rotation list. The certificate(s) shall provide that the City shall receive a thirty (30) day written notice prior to any cancellation, non-renewal, or any material change in coverage, terms or conditions of the policy.

~~(g)~~(m) Liability insurance. Regardless of the provisions of any other ordinances or provisions of this Code, towing service operators who participate in the rotation list or abandoned vehicle rotation list shall obtain and maintain in full force and effect liability insurance in the amount of Five Hundred Thousand and no/100ths (\$500,000.00) Dollars for each accident and Five Hundred Thousand and no/100ths (\$500,000.00) Dollars for injuries in any one occurrence and property damage liability in the sum of One Hundred Thousand and no/100ths (\$100,000.00) Dollars, naming the City and its elected officials, employees, and volunteers as additional insured, and which policy shall provide that the City shall be given thirty (30) days written notice prior to the cancellation of any such policy. Towing service operators who are insured at the above listed limits shall not carry passengers in or on their tow car or tow truck, or in the vehicles being towed, at any time while engaged in towing service pursuant to the provisions of this chapter.

If the towing service operator elects to provide transportation for passengers as part of the towing service, the requirement for liability insurance shall be One Million and no/100ths (\$1,000,000.00) Dollars for each accident and One Million and no/100ths (\$1,000,000.00) Dollars for injuries in any one (1) occurrence. The other requirement for insurance and limits of liability remain the same.

~~(h)~~(n) Schedule of fees and charges. The maximum fees and charges which may be charged by towing service operators for services rendered pursuant to this chapter shall be established by resolution of the City Council. Such rates and charges shall be established after a review of rates and charges used in comparable communities and operating data supplied by towing service operators on the rotation list established pursuant to this chapter. The rates and charges shall provide for extra fees in case of unusual circumstances. Towing service operators on the rotation list established pursuant to this chapter may periodically, but not more frequently than annually, request such schedule of rates and charges be reviewed for possible adjustment.

No rates, charges or other fees shall be charged for towing services provided pursuant to this chapter other than those authorized by the schedule of rates and charges established pursuant to this section. Each towing service operator shall keep full and complete records of all such fees and charges charged for towing service provided pursuant to the provisions of this chapter.

(b) Vehicles towed by the Turlock Police Department shall be stored within the area described above at all times. If there is insufficient space to store the vehicle, a secondary storage facility which meets the above listed requirements and is located within a three (3) mile radius of the City limits of Turlock, may be used. If there is still insufficient space for a vehicle, the tow company shall forfeit their turn on the rotation until such space is available.

(c) Prior to the utilization of new storage facilities, which were not listed on the City of Turlock Tow Permit Application, the operator shall obtain the Turlock Police Department approval.

(d) Storage facilities owned by an operator and shared with another operator shall only be approved if the owner/operator charges for the space exclusively on a flat monthly rate rather than a vehicle-by-vehicle basis, or combination thereof.

(e) Storage facilities shared by operators, or other business establishments not owned by the operator, shall be physically separated and secured from each other.

(f) An operator's employee shall be properly trained to conduct business transactions

related to towing, storage, and release of vehicles/property.

(o) All Rotation tow companies must come into compliance with 4-15-111 sections (a) – (n) by January 1, 2013.

(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)

**SECTION 18. REPEAL:** Title 4, Chapter 15, Article 2, Section 07 is hereby repealed:

**~~4-15-207 Permits: Terms: Revocation: Appeals.~~**

~~(a) The Chief of Police may refuse to place an applicant on the rotation list or may strike an operator from the rotation list if evidence of poor performance on Turlock's rotation list or that of another public agency is discovered.~~

~~(b) The Chief of police may grant a permit to a towing service to be included on the Turlock Police Department rotation lists for a period not to exceed one (1) year from the date of issuance, renewable upon application to the Police Department. The provisions for denial, revocation, and the appeal process will be the same as outlined in Sections 4-15-107, 4-15-109, and 4-15-110 of Article 1 of Chapter 15 of Title 4 of this Code.~~

~~(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)~~

**SECTION 19. REPEAL:** Title 4, Chapter 15, Article 2, Section 08 is hereby repealed:

**~~4-15-208 Supplemental regulations.~~**

~~The provisions of this chapter shall be deemed as supplemental to the business license tax and any other pertinent laws and ordinances of the City of Turlock.~~

~~(897-CS, Amended, 05/23/1996; 725-CS, Enacted, 03/26/1991)~~

**SECTION 20. ADDITION:** Title 4, Chapter 15, Article 1, Section 15 is hereby added to read as follows:

**4-15-115 Tow Truck Drivers.**

(a) Tow truck drivers on the Police Rotation List shall perform all towing and recovery operations in the safest and most expedient manner possible.

(b) TPD rotation Tow truck drivers shall possess the proper class of license and endorsements for the towed and towing vehicle. All owners and drivers are subject to a periodic driver's license status check, and shall provide their driver's license upon request of the Turlock police department.

(c) Uniforms: TPD rotation tow truck drivers shall wear an identifiable uniform (either shirt and pants, or coveralls) displaying the company and driver's names while engaged in TPD rotation tow operations. Rotation tow truck drivers shall wear their City of Turlock Tow Truck Driver Permit where it is visible to others while towing for Police rotation tows, or display their permit in the tow vehicle where it is visible. All Permits must be provided to the Turlock Police Department upon request of any officer or employee of the department.

(d) Rotation tow truck drivers shall represent a professional image. An unacceptable

representation would include: unbathed, excessively dirty/torn uniform, visibly offensive body art or piercings, etc.

(e) TPD rotation tow truck drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retro-reflective clothing) for daylight and hours of darkness in accordance with California Code of Regulations, Title 8, Section 1598. If the tow truck driver is working on a Federal-aid highway, the operator shall comply with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 634, Worker Visibility, which requires high-visibility personal protective safety clothing to be worn that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 (compliance date of November 24, 2008).

**SECTION 21. ADDITION:** Title 4, Chapter 15, Article 1, Section 16 is hereby added to read as follows:

**4-15-116 Demeanor and Conduct.**

While involved in TPD rotation tow operations or related business, the tow operator and/or employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:

- (a) Rude or discourteous behavior.
- (b) Lack of service, selective service, or refusal to provide service which the operator is capable of performing.
- (c) Any act of sexual harassment or sexual impropriety.
- (d) Unsafe driving practices.
- (e) Exhibiting any objective symptoms of alcohol or drug use.
- (f) Any illegal or unethical acts.

The operator/tow truck driver shall submit to a preliminary alcohol screening test upon demand of the TPD if an odor of an alcoholic beverage is detected upon their person.

**SECTION 22. ADDITION:** Title 4, Chapter 15, Article 1, Section 19 is hereby added to read as follows:

**4-15-119 Tow Complaints.**

(a) All TPD related tow service complaints received or initiated by the TPD against a tow operator or tow operator's employees, shall be accepted and investigated in a fair and impartial manner.

(1) The tow operator and their employees shall cooperate with TPD investigators during the course of an investigation.

(b) The operator shall be notified in writing of the findings within thirty (30) days of the

conclusion of any investigation.

(c) Should the filing of criminal charges be a possibility, the TPD shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted.

(d) Alleged violations of the TMC shall be investigated by the Turlock Police Department.

**SECTION 23. ADDITION:** Title 4, Chapter 15, Article 1, Section 20 is hereby added to read as follows:

**4-15-120 Compliance with the Law.**

(a) The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances.

(b) Any conviction of the operator or employee involving a stolen or embezzled vehicle, fraud related to the towing business, stolen or embezzled property, a crime of violence, a drug-related offense, felony driving while under the influence of alcohol or drugs, misdemeanor driving while under the influence of alcohol or drugs, or moral turpitude should be cause for suspension or removal of an operator/employee, or denial of an operator/employee's application, or termination from the rotation list. The employee involved shall promptly notify the TPD of any past or current criminal convictions.

(c) Tow operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) CVC.

(d) No tow operator or their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, not owned by the repair shop or tow company, for the purpose of storage or repair pursuant to Section 12110(c) CVC.

(e) An operator shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

(f) An operator or employee arrested/charged for a violation involving any of the above crimes should be suspended until the case is adjudicated.

**SECTION 24. ADDITION:** Title 4, Chapter 15, Article 1, Section 21 is hereby added to read as follows:

**4-15-121 Compliance with the TMC.**

(a) The operator agrees, as a condition of inclusion in the rotation tow program, to comply with the terms and conditions of the TMC, and all other terms and regulations set forth in the permit application. Furthermore, the operator or operator's agent agrees that failure to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, termination, or denial of an application).

(b) A violation of the equipment requirements, related to safety, shall be cause for

immediate suspension.

(1) The suspension shall remain in effect until the suspension period is completed and the TPD has inspected the equipment and concluded the operator is in compliance.

(c) A violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may be cause for disciplinary action.

(1) This includes exceeding the tow truck's gross vehicle weight rating (GVWR), front axle weight rating (FAWR), rear axle weight rating (RAWR), maximum tire weight ratings, or not maintaining 50 percent of the tow truck's laden front axle weight on the front axle when in tow.

(d) A violation of intentionally overcharging or a pattern of overcharging shall be cause for suspension.

(1) The suspension shall remain in effect until the suspension period is completed and proof of reimbursement to the aggrieved customer has been provided to the TPD.

(e) Allowing an incompetent tow truck driver to respond to a TPD call shall be cause for disciplinary action of the operator.

(f) An operator responding a tow truck driver to a TPD call (i.e., those drivers dispatched by the tow operator's business) for whom does not have a City of Turlock Tow Truck Driver Permit (with the company they are towing for) shall be cause for disciplinary action of the operator.

(g) Tow operators shall not record (i.e., videotape, photograph) a scene unless it is for official use by the tow company for business related reasons.

(1) The on-scene investigating officer or incident commander shall make the determination when a tow operator may record a scene for tow related business reasons.

(2) In the event a tow operator is determined to be in violation of this provision, they will immediately surrender any such recording device to an officer of the Turlock Police Department.

**SECTION 25. ADDITION:** Title 4, Chapter 15, Article 1, Section 22 is hereby added to read as follows:

**4-15-122 Disciplinary Action.**

(a) The Turlock Police Department shall take disciplinary action against an operator for violations investigated and sustained. Furthermore, the operator agrees that failure by the operator, or their agent, to comply with these terms and conditions shall be cause for disciplinary action (i.e., written reprimand, suspension, denial of an application, or termination from the Turlock Police Rotation List).

(1) The Turlock Police Department shall retain discretion regarding the length of

any suspension imposed pursuant to the terms and conditions of the TMC.

(b) Nothing shall preclude the Turlock Police Department from taking the appropriate enforcement or administrative action for any violations of law.

(c) Nothing herein shall be deemed to prohibit the Turlock Police Department from immediately suspending, terminating, or denying an application of any operator or employee whose conduct, in the opinion of the TPD, is deemed to be a danger to the motoring public, or who has engaged in conduct constituting a flagrant violation of the TMC (e.g., registered sex offender).

**SECTION 26. ADDITION:** Title 4, Chapter 15, Article 1, Section 23 is hereby added to read as follows:

**4-15-123 Terms of Disciplinary Action.**

(a) Violations of the terms and conditions of the TMC may be cause for disciplinary action in the following manner:

(1) First violation within a twelve (12) month period – letter of written reprimand.

(2) Second violation within a twelve (12) month period – one (1) to thirty (30) day suspension.

(3) Third violation within a twelve (12) month period – sixty (60) to ninety (90) day suspension.

(4) Fourth violation within a twelve (12) month period – termination from the rotation list.

NOTE: In lieu of termination, the TPD may impose additional suspensions for longer periods, if deemed appropriate.

(b) Violations of the terms and conditions of the TMC which warrant suspension for the first violation are categorized as major violations. Any subsequent or continuing major violation may be cause for termination.

(1) When considering disciplinary action for a major violation of the TMC, the TPD should take into consideration all violations which have occurred within thirty-six (36) months prior to the date of the current violation.

(2) A suspended or terminated operator, and/or the tow business owner at the time of the suspension or termination, shall not be eligible for a rotation listing for the duration of the suspension or termination.

A. This provision applies to the operator working in any capacity within any tow business or operating any tow business, even if operated under new ownership.

(c) If the operator is serving a suspension for one year or more, the operator shall be required to have complied with all terms and conditions of the TMC at the time of reinstatement.

(d) An operator shall comply with all the terms of the suspension (i.e., restitution to victims, court orders) prior to reinstatement or re-application.

**SECTION 27. 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 28. 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 26<sup>th</sup> day of June 2012, by the following vote:

AYES: Councilmembers  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

7C

June 26, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 3, Chapter 1, Article 6, regarding Dance Hall Permits

### 2. DISCUSSION OF ISSUE:

The City of Turlock Police Department is currently responsible for receiving and processing annual applications for Dance Hall Permits. The applications are processed through a background investigation to determine adherence to Turlock Municipal Code, Title 3, Chapter 1 and State and Federal law. Once the background process is completed, a recommendation for Approval or Denial is provided to City Council for final determination.

State and Federal law affords the Chief of Police, or his/her designee, the authority to make the determination as to approval or denial of Dance Hall Permits. The recommended amendment to the Turlock Municipal Code removes the necessity of Council review for Dance Hall Permits and relieves the applicants/customers of the additional unnecessary processes associated with Council preparation and presentation.

The Police Department is currently and would continue to be responsible for vetting applicants and completing adequate and complete investigatory, background, audit and records procedures to ensure compliance in the management of permitting processes for Dance Hall Permits. The current, added component of Council review would be removed. With the amended Code, Dance Hall permitting would be authorized by the Police Department and appeal authority, should an appeal be requested, would fall upon the City Manager, a process already confirmed within Turlock Municipal Code, Title 1, Chapter 4 – "Appeals."

### 3. BASIS FOR RECOMMENDATION:

The current process of requiring Council review is cumbersome to the applicant. The process unnecessarily delays permitting which, in turn, can delay the

applicant from conducting business. Staff recommends the Turlock City Council amend Municipal Code Title 3, Chapter 1, in the interest of the potential business applicants.

**Strategic Plan Initiative:** C. POLICY INITIATIVE – PUBLIC SAFETY.

**Goal(s):** b. (iv) Work with our business community to provide prompt and efficient communication, support, and service to assist businesses in being successful.

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

**Fiscal Impact:** None

The application and permitting processes, as well as the fee schedule, for Dance Hall Permits would remain constant. The recommendation is merely a change in process.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Decline to amend the Municipal Code section and continue to operate as is.
- B. Require staff to draft an alternative Municipal Code to address unanswered questions or Council concerns.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 3, CHAPTER 1, }  
ARTICLE 6, REGARDING DANCE HALL }  
PERMITS }  
\_\_\_\_\_ }

ORDINANCE NO. -CS

**WHEREAS**, Title 3, Chapter 1, Article 6, regarding the permitting and subsequent appeals processes related to Dance Hall permits and permitting currently conflicts with Turlock Municipal Code Title 1, Chapter 4, Appeals; and

**WHEREAS**, current Dance Hall permitting and subsequent appeals processes are cumbersome to applicants and statutorily unnecessary; and

**WHEREAS**, current Dance Hall permitting and subsequent appeals processes require the Police Department and Chief of Police to complete adequate and complete investigatory, background, audit and records procedures to ensure compliance prior to recommendation to Council; and

**WHEREAS**, with the recommended Code augmentation, staff will continue to be required to complete the same investigatory, background, audit and records procedures, short of final Council review.

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

**SECTION 1. AMENDMENT:** Title 3, Chapter 1, Article 6, Section 03, is hereby amended to read as follows:

**3-1-603 Permits: Applications.**

Any person desiring such permit shall file a written application therefor with the City Clerk on a form approved by the Police Chief, Police Department and such application shall include the following information:

- (a) The name and residence address of the applicant;
- (b) If a corporation or a partnership, the names and residence addresses of all the officers and directors or partners;
- (c) If an unincorporated association, the names of all the principals;
- (d) The location and description of the facilities proposed to be used;
- (e) The dates and hours of the proposed dance;
- (f) The estimated maximum attendance at the proposed dance; and
- (g) The type of dance, including but not limited to, whether or not there will be live music.

**SECTION 2. RENUMBER:** Title 3, Chapter 1, Article 6, Section 05, is hereby renumbered as follows:

**3-1-6056 Fixed places of business: Permits: Fees.**

The applicant shall pay, upon making an application to conduct a dance in a fixed place of business, a fee established by resolution of the City Council.

(903-CS, Amended, 06/27/1996)

**SECTION 3. RENUMBER:** Title 3, Chapter 1, Article 6, Section 06, is hereby renumbered as follows:

**3-1-6067 Fixed places of business: Permits: Applications: Investigations.**

The Finance Office, upon the receipt of a written application for such dance permit shall refer the application to the Police Chief who shall cause an investigation of the applicant to be made and shall submit a written report, together with such recommendation as may be appropriate, to the City Clerk for transmittal to the Council as soon as possible after such referral.

(903-CS, Amended, 06/27/1996)

**SECTION 4. REPEAL:** Title 3, Chapter 1, Article 6, Section 07, is hereby repealed as follows:

~~**3-1-607 Fixed places of business: Permits: Applications: Transmittal to Council.**~~

~~Each such dance permit application, together with the written reports of investigation relating thereto, shall be forwarded to the Council for consideration.~~

**SECTION 5. AMENDMENT:** Title 3, Chapter 1, Article 6, Section 08, is hereby amended to read as follows:

**3-1-608 Fixed places of business: Permits: Applications: Council action:  
Hearings Appeals.**

~~The applicant shall be given notice by the City Clerk of the date upon which the Council will hear and determine the request for the permit. Upon the receipt of an application and the reports relating thereto, the Council Chief of Police, before ordering the issuance of a dance permit, shall satisfy himself/herself that the public peace, safety, health, and general welfare will not be endangered or jeopardized by the issuance of a dance permit. The Council Chief of Police may impose conditions upon the issuance of such dance permit to insure the dancing conducted under such permit will be compatible with the preservation of the public peace, safety, health, and general welfare. If the Council Chief of Police finds that the issuance of a dance permit will endanger or jeopardize the public peace, safety, health, or general welfare, the permit shall be denied. Should the permit be denied, the applicant shall have the right to appeal the decision as specified in 3-1-605 of this Code.~~

**SECTION 6. REPEAL:** Title 3, Chapter 1, Article 6, Section 09, is hereby repealed as follows:

**~~3-1-609 Fixed places of business: Permits: Hearings on granting, denial, and revocation: Notices.~~**

~~No formal public notice need be given by the Council in connection with the granting, denial, or revocation of such dance permit; provided, however, at least three (3) days' written notice shall be given by the City Clerk to the applicant and to any other person requesting notice of the time and place of such hearing.~~

**SECTION 7. RENUMBER AND AMENDMENT:** Title 3, Chapter 1, Article 6, Section 10, is hereby renumbered and amended to read as follows:

**3-1-6109 Fixed places of business: Permits: Suspension and revocation: Appeals.**  
The Police Chief, may suspend any dance permit when it is found that the permittee has violated any condition imposed upon such permit or any provision of this Code or the laws of the State. In such event, the permittee shall have a right to appeal as provided by Title 1, Chapter 4 in 3-1-605 of this Code.

(866-CS, Amended, 02/09/1995)

**SECTION 8. RENUMBER:** Title 3, Chapter 1, Article 6, Section 11, is hereby renumbered as follows:

**3-1-6140 Fixed places of business: Police protection.**

In the event police protection is desired by either the Police Chief or the owner and/or operator of the premises, the police officers so assigned shall be paid in accordance with the current rate of pay for a patrolman in the Police Department.

**SECTION 9. RENUMBER:** Title 3, Chapter 1, Article 6, Section 12, is hereby renumbered as follows:

**3-1-6121 Fixed places of business: Hours of operation.**

All public dances shall be discontinued and all public dance halls shall be closed at or before the hour of 2:00 a.m.; provided, however, dances restricted to persons under the age of twenty-one (21) years shall be closed at or before the hour of 1:00 a.m. No public dance shall be held between the applicable closing hour and 10:00 a.m. of any day.

**SECTION 10. RENUMBER:** Title 3, Chapter 1, Article 6, Section 13, is hereby renumbered as follows:

**3-1-6132 Public dances: Permits: Fees.**

The applicant shall pay, upon making an application to conduct a public dance, a fee established by resolution of the City Council for each day or night such dance is conducted in the City.

(903-CS, Amended, 06/27/1996)

**SECTION 11. RENUMBER AND AMENDMENT:** Title 3, Chapter 1, Article 6, Section 14, is hereby renumbered and amended to read as follows:

**3-1-6143 Public dances: Permits: Denial.**

If the Police Chief finds that the issuance of a permit will endanger or jeopardize the public peace, safety, health, or general welfare, the permit shall be denied. In such event, the permittee shall have a right to appeal as provided in 3-1-605 of this Code.

**SECTION 12. REPEAL:** Title 3, Chapter 1, Article 6, Section 15, is hereby repealed as follows:

**~~3-1-615 Public dances: Use of War Memorial Auditorium. (Repealed)~~**

**SECTION 13. RENUMBER:** Title 3, Chapter 1, Article 6, Section 16, is hereby renumbered as follows:

**3-1-6164 Public dances: Rules and regulations.**

No person shall operate, promote, maintain, or conduct a public dance or public dance hall except in compliance with the following provisions:

(a) Maximum attendance. The occupancy of dance halls or the attendance at dances shall be restricted to the maximum limits permissible under applicable State and/or City fire laws and regulations.

(b) Attendance of police officers. The Police Chief may require police officers of the City to be in attendance to maintain order during all public dances. The number of officers shall be determined by the Police Chief or his duly authorized representative. The compensation for each officer so assigned shall be in an amount set by resolution of the City Council. Such compensation shall be paid by the permittee at least two (2) weeks prior to the date of such proposed public dance at the office of the City Clerk.

(c) Hours of operation. All public dances shall be discontinued and all public dance halls shall be closed at or before the hour of 2:00 a.m.; provided, however, dances restricted to persons under the age of twenty-one (21) years shall be closed at or before the hour of 1:00 a.m. No public dance shall be held between the applicable closing hour and 10:00 a.m. of any day.

(903-CS, Amended, 06/27/1996)

**SECTION 14. RENUMBER:** Title 3, Chapter 1, Article 6, Section 17, is hereby renumbered as follows:

**3-1-6175 Private dances: Permits: Required.**

Any person, club, sorority, fraternity, society, or group giving, maintaining, or conducting a dance in any fixed place of business or hall where the public generally is not permitted to obtain admission, but those permitted to gain admission are so admitted by invitation, subscription list, or previous arrangement between the parties and they contribute to the expense of the dance by the payment of a stated charge or by division of the expense

between the persons admitted, shall first apply to the Police Chief for a permit to conduct such dance.

**SECTION 15. RENUMBER:** Title 3, Chapter 1, Article 6, Section 18, is hereby renumbered as follows:

**3-1-6186 Private dances: Permits: Granting: Conditions.**

Permits to conduct private dances shall be granted without the payment of any fee but upon such other conditions as may be prescribed by the Police Chief, including the appointment of suitable chaperones. The Police Chief shall be satisfied that the applicants are of good moral character, and such dance shall not be conducted between the hours of 2:00 a.m. and 10:00 a.m.

**SECTION 16. RENUMBER:** Title 3, Chapter 1, Article 6, Section 19, is hereby renumbered as follows:

**3-1-6197 Character requirements for operators.**

The operator of a dance hall and the promoter, operator, or organizer of any dance shall be a responsible, reliable, law-abiding adult person.

**SECTION 17. RENUMBER:** Title 3, Chapter 1, Article 6, Section 4120, is hereby renumbered as follows:

**3-1-62018 Loitering about premises during certain hours.**

No person shall loiter between the hours of 10:00 p.m. and 5:00 a.m. about the premises of any public entertainment, including dances, when such person is not actively participating in the entertainment or is not an invited spectator thereof.

**SECTION 18. ADDITION:** Title 3, Chapter 1, Article 6, Section 05, is hereby added as follows:

**3-1-605 Permit: Hearing and appeal procedures.**

Whenever the Chief of Police has made a decision or ruling to deny, suspend, or revoke any permit issued under this article, the applicant or holder of the permit may appeal the decision by filing a written request for an appeal hearing to the City Manager within ten (10) days of receipt or constructive receipt of the decision. Until the ruling of the City Manager, the administrative decision shall remain in full force and effect whether it will be for denial of an application, suspension, or revocation.

The City Manager shall provide notice to the appellant and a date for the hearing within twenty (20) days of receipt of the appeal. The hearing shall be set within twenty (20) days, unless the applicant or holder requests a continuance. At the hearing, both the applicant or holder and staff shall have the right to appear and to present evidence and arguments which are relevant to the grounds for the appeal, limited to the grounds for appeal stated in the filing of the appeal. The applicant or holder may appear in person or by submitting written material. A nonappearance and not submitting written material shall result in a withdrawal of the appeal.

Within ten (10) days of the hearing, the City Manager shall issue a written decision which states whether the decision of the administrative staff is to be upheld, modified, or reversed. The

decision shall be served on the holder or applicant by certified mail, and the decision of the City Manager shall be final.

**SECTION 19. 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 20. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this \_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES: Councilmembers

NOES:

ABSTAIN:

NOT PARTICIPATING:

ABSENT:

Signed and approved this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

7D

June 26, 2012

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From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Ordinance: Amending Turlock Municipal Code Title 5, Chapter 3, regarding Fortune Telling Permits

**2. DISCUSSION OF ISSUE:**

The City of Turlock Police Department is currently responsible for receiving and processing applications for Fortune Telling Permits. The applications are processed through a background investigation to determine adherence to Turlock Municipal Code, Title 5, Chapter 3 and State and Federal law. Once the background process is completed, a recommendation for Approval or Denial is provided to City Council for final determination.

State and Federal law affords the Chief of Police, or his/her designee, the authority to make the determination as to approval or denial of Fortune Telling Permits. The recommended amendment to the Turlock Municipal Code removes the necessity of Council review for Fortune Telling Permits and relieves the applicants/customers of the additional unnecessary processes associated with Council preparation and presentation.

**3. BASIS FOR RECOMMENDATION:**

The Police Department is currently and would continue to be responsible for vetting applicants and completing adequate and complete investigatory, background, audit and records procedures to ensure compliance in the management of permitting processes for Fortune Telling Permits. The current, added component of Council review would be removed. With the amended Code, Fortune Telling permitting would be authorized by the Police Department and appeal authority, should an appeal be requested, would fall upon the City Manager, a process already confirmed within Turlock Municipal Code, Title 1, Chapter 4 – “Appeals.”

**3. BASIS FOR RECOMMENDATION:**

The current process of requiring Council review is cumbersome to the applicant. The process unnecessarily delays permitting which, in turn, can delay the applicant from conducting business. Staff recommends the Turlock City Council amend Municipal Code Title 5, Chapter 3, in the interest of the potential business applicants.

**Strategic Plan Initiative:** C. POLICY INITIATIVE – PUBLIC SAFETY.

**Goal(s):** b. (iv) Work with our business community to provide prompt and efficient communication, support, and service to assist businesses in being successful.

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

**Fiscal Impact:** None

The application and permitting processes, as well as the fee schedule, for Fortune Telling Permits would remain constant. The recommendation is merely a change in process.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Decline to amend the Municipal Code section and continue to operate as is.
- B. Require staff to draft an alternative Municipal Code to address unanswered questions or Council concerns.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 5, CHAPTER 3, }  
REGARDING FORTUNE TELLING PERMITS }  
\_\_\_\_\_ }

ORDINANCE NO. -CS

**WHEREAS**, Title 5, Chapter 3 regarding the permitting and subsequent appeals processes related to Fortune Telling permits and permitting currently conflicts with Turlock Municipal Code Title 1, Chapter 4, Appeals; and

**WHEREAS**, current Fortune Telling permitting and subsequent appeals processes are cumbersome to applicants and statutorily unnecessary; and

**WHEREAS**, current Fortune Telling permitting and subsequent appeals processes require the Police Department and Chief of Police to complete adequate and complete investigatory, background and audit records procedures to ensure compliance prior to recommendation to Council; and

**WHEREAS**, with the recommended Code augmentation, Staff will continue to be required to complete the same investigatory, background, audit and records procedures, short of final Council review.

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

**SECTION 1. AMENDMENT:** Title 5, Chapter 3, Article 03, is hereby amended to read as follows:

**5-3-03 Permits: Applications: Investigations.**

(a) Applications. Every natural person who, for pay, actively conducts, engages in, carries on, or practices fortune-telling shall file a separate verified application for a permit with the Police Department. The application shall contain:

- (1) The name, home and business address, and home and business telephone number of the applicant;
- (2) The record of convictions for violations of the law, excluding minor traffic violations;
- (3) The fingerprints of the applicant on a form provided by the Police Department;
- (4) The address, city and state, and the approximate dates where and when the applicant practiced a similar business, either alone or in conjunction with others; and
- (5) An application fee in an amount established by resolution of the Council.

(b) Investigations. Upon the filing of the application, the Police Department shall investigate and make a report and recommendation. The investigation shall be conducted to verify the facts contained in the application and any supporting data. The investigation shall be completed and a report and recommendation made in writing to the Council Chief of Police. If the report recommends the denial of the permit to the applicant, the grounds for the recommended denial shall be set forth therein. At the time of the filing of the report and recommendation by the Police Department, a copy thereof shall be served personally or by certified mail on the applicant. Should the applicant wish to contest the denial, he or she will have the right to appeal as specified in Section 5-3-10 or this Code.

**SECTION 2. REPEAL:** Title 5, Chapter 3, Article 04 is hereby repealed:

**~~5-3-04 Consideration by the Council.~~**

~~The Council shall consider the application and the report and recommendation at a public hearing after the filing of the report and recommendation as provided for in Section 5-3-03 of this chapter.~~

**SECTION 3. RENUMBER AND AMENDMENT:** Title 5, Chapter 3, Article 05, is hereby renumbered and amended to read as follows:

**5-3-054 Granting of permits.**

The Council Chief of Police shall grant the permit if the Council Chief of Police makes all of the following findings:

- (a) That all the information contained in the application and supporting data is true;
- (b) That the applicant has not been convicted of any violation of this chapter or any law relating to fraud or moral turpitude and is of good moral character; and
- (c) ~~That the applicant appeared in person at the hearing; and That the applicant agrees to abide by and comply with all the conditions of the permit and applicable laws.~~
- (d) ~~That the applicant agrees to abide by and comply with all the conditions of the permit and applicable laws.~~

**SECTION 4. RENUMBER:** Title 5, Chapter 3, Article 06 is hereby renumbered as follows:

**5-3-065 Term of permits.**

The term of the permit shall be for no more than the term of a regular business license. A renewal application shall be filed no later than thirty (30) days prior to the expiration of the permit and shall be accompanied by a fee established by resolution of the Council.

**SECTION 5. RENUMBER:** Title 5, Chapter 3, Article 07 is hereby renumbered as follows:

**5-3-076 Exceptions.**

The provisions of this chapter shall not apply to any person engaged solely in the business of entertaining the public by demonstrations of mind reading, mental telepathy, or thought conveyance or the giving of horoscopic readings at public places and in the presence of and within the hearing of all other persons in attendance and at which no questions are answered as part of such entertainment, except in a manner to permit all persons present at such public place to hear such answers.

**SECTION 6. ADDITION:** Title 5, Chapter 3, Article 07 is hereby added to read as follows:

**5-3-07 Permits: Denial, suspension, and revocation.**

(a) A fortune telling permit may be suspended or revoked by the Chief of Police if the holder thereof has:

(1) Violated any of the provisions of this Code, including this chapter.

(2) Violated any provision of State or Federal law, subsequent to the provisions of this chapter.

(3) Made a materially false or misleading statement or omission of fact on any permit application, or renewal application, or in any supplementary materials submitted therewith.

(b) When a decision to suspend has been made, the permit holder shall be given notice of the suspension and the reason(s) therefor. Should the holder wish to contest the action, they may request an appeal hearing pursuant to Section 5-3-10 of this Code.

(c) Should the permit renewal date come while a permit is suspended, the holder shall follow renewal procedures specified in Section 5-3-03 of this Code for reactivation of the permit.

(d) Revocation of said permit(s) may occur for repeated or serious violation(s) of this chapter or State law; or for conviction of a felony or of a misdemeanor involving moral turpitude, violence, larceny, or sex crimes.

**SECTION 7. ADDITION:** Title 5, Chapter 3, Article 08 is hereby added to read as follows:

**5-3-08 Effective date of suspension.**

Any suspension of a permit shall become effective immediately upon delivery of the written decision of the Chief of Police to the holder at the most recent home or business address on file with the City, or within five (5) days of the deposit of such decision addressed to the holder into the United States mail by certified mail.

**SECTION 8. ADDITION:** Title 5, Chapter 3, Article 09 is hereby added to read as follows:

**5-3-09 Surrender of suspended or revoked permit.**

Upon a written decision suspending a fortune telling permit, the permit shall immediately be surrendered to the Chief of Police. Once the reason(s) for suspension are duly remedied and the period of suspension, if applicable, has expired, the Chief of Police shall return the permit.

**SECTION 9. ADDITION:** Title 5, Chapter 3, Article 10 is hereby added to read as follows:

**5-3-10 Hearing and appeal procedures.**

Whenever the Chief of Police has made a decision or ruling to deny, suspend, or revoke any permit issued under this article, the applicant or holder of the permit may appeal the decision by filing a written request for an appeal hearing to the City Manager within ten (10) days of receipt or constructive receipt of the decision. Until the ruling of the City Manager, the administrative decision shall remain in full force and effect whether it will be for denial of an application, suspension, or revocation.

The City Manager shall provide notice to the appellant and a date for the hearing within twenty (20) days of receipt of the appeal. The hearing shall be set within twenty (20) days, unless the applicant or holder requests a continuance. At the hearing, both the applicant or holder and staff shall have the right to appear and to present evidence and arguments which are relevant to the grounds for the appeal, limited to the grounds for appeal stated in the filing of the appeal. The applicant or holder may appear in person or by submitting written material. A nonappearance and not submitting written material shall result in a withdrawal of the appeal.

Within ten (10) days of the hearing, the City Manager shall issue a written decision which states whether the decision of the administrative staff is to be upheld, modified, or reversed. The decision shall be served on the holder or applicant by certified mail, and the decision of the City Manager shall be final.

**SECTION 10. 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 11. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this \_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

7E

June 26, 2012

From: Robert A. Jackson, Chief of Police

Prepared by: Ron Reid, Police Lieutenant

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 5, Chapter 18, regarding Introduction, Dating and Escort Services Permits

### 2. DISCUSSION OF ISSUE:

The City of Turlock Police Department is currently responsible for receiving and processing applications for Introduction, Dating and Escort Services Permits. The applications are processed through a background investigation to determine adherence to Turlock Municipal Code, Title 5, Chapter 18 and State and Federal law. Once the background process is completed, a recommendation for Approval or Denial is provided to City Council for final determination.

State and Federal law affords the Chief of Police, or his/her designee, the authority to make the determination as to approval or denial of Introduction, Dating and Escort Services Permits. The recommended amendment to the Turlock Municipal Code removes the necessity of Council review for Introduction, Dating and Escort Services Permits and relieves the applicants/customers of the additional unnecessary processes associated with Council preparation and presentation.

The Police Department is currently and would continue to be responsible for vetting applicants and completing adequate and complete investigatory, background, audit and records procedures to ensure compliance in the management of permitting processes for Introduction, Dating and Escort Services Permits. The current, added component of Council review would be removed. With the amended Code, Introduction, Dating and Escort Services permitting would be authorized by the Police Department and appeal authority, should an appeal be requested, would fall upon the City Manager, a process already confirmed within Turlock Municipal Code, Title 1, Chapter 4 – "Appeals."

**3. BASIS FOR RECOMMENDATION:**

The current process of requiring Council review is cumbersome to the applicant. The process unnecessarily delays permitting which, in turn, can delay the applicant from conducting business. Staff recommends the Turlock City Council amend Municipal Code Title 5, Chapter 18, in the interest of the potential business applicants.

**Strategic Plan Initiative:** C. POLICY INITIATIVE – PUBLIC SAFETY.

**Goal(s):** b. (iv) Work with our business community to provide prompt and efficient communication, support, and service to assist businesses in being successful.

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

**Fiscal Impact:** None

The application and permitting processes, as well as the fee schedule, for Introduction, Dating and Escort Services Permits would remain constant. The recommendation is merely a change in process.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Decline to amend the Municipal Code section and continue to operate as is.
- B. Require staff to draft an alternative Municipal Code to address unanswered questions or Council concerns.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 5, CHAPTER 18, }  
REGARDING INTRODUCTION, DATING AND }  
ESCORT SERVICES PERMITS }  
\_\_\_\_\_ }

ORDINANCE NO. -CS

**WHEREAS**, Title 5, Chapter 18 regarding the permitting and subsequent appeals processes for Introduction, Dating and Escort Services permitting currently conflicts with Turlock Municipal Code Title 1, Chapter 4, Appeals; and

**WHEREAS**, current Introduction, Dating and Escort Services permitting and subsequent appeals processes are cumbersome to applicants and statutorily unnecessary; and

**WHEREAS**, current Introduction, Dating and Escort Services permitting and subsequent appeals processes require the Police Department and Chief of Police to complete adequate and complete investigatory, background, audit and records procedures to ensure compliance prior to recommendation to Council; and

**WHEREAS**, with the recommended Code augmentation, Staff will continue to be required to complete the same investigatory, background, audit and records procedures, short of final Council review.

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

**SECTION 1. AMENDMENT:** Title 5, Chapter 18, Article 04, is hereby amended to read as follows:

**5-18-04 Permits: Applications.**

Any person desiring to obtain an introduction, dating or escort service permit or desiring to obtain a permit for his or her employee or agent shall file a written application with the Chief of Police on the application form provided by and obtained from the City Clerk/Police Department. Such application shall set forth the following information:

- (a) The applicant's name and address(es), both residential and business;
- (b) If the applicant is a corporation, the name of the corporation exactly as it appears in the articles of incorporation, as well as the names and addresses of all officers, directors and stock holders holding five (5%) percent or more of the stock in the corporation.
- (c) If the applicant is a partnership or unincorporated association, the names and addresses of all partners, including limited partners, or principals. Additionally, if the applicant is a partnership, then it shall designate a managing partner and that person shall complete the application form.

- (d) The applicant's date of birth, weight, height, color of eyes and hair.
- (e) The name under which the introduction, dating or escort service operates.
- (f) The name of each city, county and state, including the specific addresses therein, in which the applicant has been engaged in or has conducted introduction, dating or escort service activity within the immediately preceding five (5) years;
- (g) A statement of all felonies and misdemeanors for which the applicant has been convicted, including nolo contendere, within the five (5) years immediately preceding the date of the application;
- (h) The applicant shall provide picture identification which may be in the form of a valid California drivers license or California identification card;
- (i) The applicant's valid Social Security number;
- (j) The type of permit requested (i.e. owner, operator or employee);
- (k) Any and all other information requested by the Chief of Police to facilitate the processing of the application and to ensure that the public's health, safety and general welfare is protected;
- (l) A signed statement that the information contained in the application as submitted by the applicant is true to the best of the applicant's knowledge under the penalty of perjury under the laws of the State of California.

(770-CS, Enacted, 02/25/1992)

**SECTION 2. AMENDMENT:** Title 5, Chapter 18, Article 06, is hereby amended to read as follows:

**5-18-06 Permits: Background police investigation.**

- (a) The Chief of Police's designee shall conduct and complete an investigation of the truthfulness of the facts set forth in the application filed pursuant to Section 5-18-04, above, and the moral fitness, reputation, character, integrity and competency of the applicant.
- (b) The applicant shall report to the Turlock Police Station to be fingerprinted, the cost of which shall be borne by the applicant. A complete fingerprint background investigation through the California Department of Justice can take an estimated six (6) to sixteen (16) weeks to complete.
- (c) The Chief of Police's designee, within fifteen (15) days after the application is received, shall conduct a preliminary background check of references and law enforcement agency records within Stanislaus County and counties contiguous to Stanislaus County pursuant to a written release from applicant.

(d) Upon completion of the police background investigation including but not limited to the California Department of Justice complete fingerprint background investigation, the Chief of Police's designee, or his or her designee, shall make a report and recommendation to the City Council Chief of Police.

(770-CS, Enacted, 02/25/1992)

**SECTION 3. AMENDMENT:** Title 5, Chapter 18, Article 07, is hereby amended to read as follows:

**5-18-07 Temporary permits: Granting: Qualifications: Appeal of denial.**

(a) If the Chief of Police finds nothing in the preliminary background investigation which would indicate that the applicant's moral, fitness, reputation, character, integrity or competency is not good or would pose a threat to the public safety, health or welfare, the Chief of Police shall issue, and the City Clerk shall attest to such issuance, a ninety (90) day temporary introduction, dating or escort service permit while the complete fingerprint background investigation is being completed by the California Department of Justice pursuant to Section 5-18-06(b), above. If the complete fingerprint background investigation is not completed by the California Department of Justice on the expiration date of the ninety (90) day temporary permit, the Chief of Police may extend the expiration date by not more than sixty (60) days.

(b) Qualifications. To qualify for a temporary permit, the applicant shall:

- (1) File a permit application pursuant to Turlock Municipal Code Section 5-18-04;
- (2) Reside in Stanislaus County or a county contiguous to Stanislaus County;
- (3) Submit proof of insurance in the amount required by Turlock Municipal Code Section 5-18-10(i) to the City Clerk which has been approved by the City Attorney and is on forms provided by the City of Turlock; and
- (4) Be subject to a background check of references and law enforcement agency records within Stanislaus County and counties contiguous to Stanislaus County pursuant to a written release from applicant.

(c) Appeal of Denial. If the Chief of Police denies the applicant a temporary permit, the applicant may appeal such denial to the City Council Manager pursuant to Turlock Municipal Code Section 1-4-01 et seq Section 5-18-18 of this code.

(770-CS, Enacted, 02/25/1992)

**SECTION 4. AMENDMENT:** Title 5, Chapter 18, Article 08, is hereby amended to read as follows:

**5-18-08 Permits: Consideration by the City Council: Granting: Denying Granting of permits.**

~~(a) The City Council shall consider the application, the Chief of Police report and recommendation, and any other relevant input or materials in granting or denying the application.~~

~~(b) The City Council may grant the permit, subject to the conditions established in Turlock Municipal Code Section 5-18-10 and any and all other conditions established by the Council on any one individual permit to ensure the public health, safety and general welfare, if the Council finds:~~

~~(1) That all of the information contained in the application and supporting data is true and correct;~~

~~(2) That the applicant appeared at the hearing; and~~

~~(3) That the applicant agrees to abide by and comply with all of the conditions of the permit and any and all applicable laws.~~

~~(c) Notwithstanding the provisions of Turlock Municipal Code Section 5-18-08(b), the City Council may deny the permit if there is any cause which, in the opinion of the City Council, jeopardizes the public health, safety or general welfare.~~

~~The Chief of Police shall grant the permit if the Chief of Police makes all of the following findings:~~

~~(a) That all the information contained in the application and supporting data is true;~~

~~(b) That the applicant has not been convicted of any violation of this chapter or any law relating to fraud or moral turpitude and is of good moral character; and~~

~~(c) That the applicant agrees to abide by and comply with all the conditions of the permit and applicable laws.~~

(770-CS, Enacted, 02/25/1992)

**SECTION 5. AMENDMENT:** Title 5, Chapter 18, Article 09, is hereby amended to read as follows:

**5-18-09 Permits: Issuance Term of permits.**

~~The City Clerk shall attest to and issue a duly granted permit for a period not to exceed one year and subject to the conditions established in Turlock Municipal Code Section 5-18-10 and any other conditions established by the City Council.~~

~~The term of the permit shall be for no more than the term of a regular business license. A renewal application shall be filed no later than thirty (30) days prior to the expiration of the permit and shall be accompanied by a fee established by resolution of the Council.~~

(770-CS, Enacted, 02/25/1992)

**SECTION 6. AMENDMENT:** Title 5, Chapter 18, Article 11, is hereby amended to read as follows:

**5-18-11 Permits: ~~Suspension; Revocation~~Denial, suspension, and revocation.**

~~(a) Suspension. The City Clerk is authorized to temporarily suspend the permit of any person permitted under this chapter for any of the reasons that follow after five (5) days written notice to the permittee specifying the grounds for the proposed suspension and requiring the permittee to appear at a certain time and place to show cause why such permit should not be suspended:~~

~~(1) Non-compliance with any of the conditions established by Turlock Municipal Code Section 5-18-10.~~

~~(2) Applicant has failed to procure and show proof of adequate insurance or if for any reason the applicant's insurance has expired or been canceled.~~

~~(b) Revocation. The City Council may revoke the permit of any person permitted under this chapter for any of the reasons that follow after five (5) days written notice to the permittee specifying the grounds for the proposed revocation and requiring the permittee to appear at a certain time and place to show cause why such permit should not be revoked:~~

~~(1) The applicant's permit was suspended pursuant to Turlock Municipal Code Section 5-18-11(a)(1),(2) and the applicant has failed to cure the reason for the suspension.~~

~~(2) There is any cause which having been brought to the attention of the City Council, the Council finds and declares that same jeopardizes the public health, safety or general welfare.~~

~~(3) If the Chief of Police informs the City Council that it appears that the permittee has engaged in any unlawful business, act or acts.~~

~~(4) When any matter comes to the attention of the Chief of Police, and is reported to the City Council, that the information provided in the permittee's application was false.~~

~~(5) When complaint(s) have been lodged against the permittee that same has threatened or jeopardizes the public health, safety or general welfare.~~

~~(a) A permit may be suspended or revoked by the Chief of Police if the holder thereof has:~~

~~(1) Violated any of the provisions of this Code, including this chapter.~~

~~(2) Violated any provision of State or Federal law, subsequent to the provisions of this chapter.~~

(3) Made a materially false or misleading statement or omission of fact on any permit application, or renewal application, or in any supplementary materials submitted therewith.

(b) When a decision to suspend has been made, the permit holder shall be given notice of the suspension and the reason(s) therefor. Should the holder wish to contest the action, they may request an appeal hearing pursuant to Section 5-18-18 of this Code.

(c) Should the permit renewal date come while a permit is suspended, the holder shall follow renewal procedures specified in TMC 5-18-04 for reactivation of the permit.

(d) Revocation of said permit(s) may occur for repeated or serious violation(s) of this chapter or State law; or for conviction of a felony or of a misdemeanor involving moral turpitude, violence, larceny, or sex crimes.

(770-CS, Enacted, 02/25/1992)

**SECTION 7. RENUMBER:** Title 5, Chapter 18, Article 12, is hereby renumbered as follows:

**5-18-124 Permits: Non-transferable.**

Any permit issued pursuant to the provisions of this article shall be non-transferable and such shall be used only by the person to whom it has been issued.

(770-CS, Enacted, 02/25/1992)

**SECTION 8. RENUMBER:** Title 5, Chapter 18, Article 13, is hereby renumbered as follows:

**5-18-135 Permits: Display.**

(a) The permittee shall display his or her permit at his or her place of business at all times while engaged in any such business.

(b) The permittee shall, upon demand of any peace officer or fire inspector present such written permission.

(770-CS, Enacted, 02/25/1992)

**SECTION 9. RENUMBER:** Title 5, Chapter 18, Article 15, is hereby renumbered as follows:

**5-18-156 Violation: Penalty.**

(a) It shall be unlawful for any person to violate any provision of this chapter or to fail to comply with any of the requirements of this article. Any person violating any of such provisions or failing to comply with any of such requirements of this chapter shall be guilty of a misdemeanor.

(b) Each person shall be guilty of a separate offense for each and every day during any portion of which any violation of any provision of this article is committed, continued or permitted by such person and shall be punishable accordingly.

(c) In addition to the penalties provided by this section, any condition caused or permitted to exist in violation of this chapter shall be deemed a public nuisance and may be summarily abated by the City, and shall be regarded as a new and separate offense.

(d) Any person convicted of a misdemeanor under the provisions of this chapter shall be punishable by a fine not to exceed One Thousand (\$1,000.00) Dollars, or by imprisonment in the County Jail for a period not to exceed six (6) months, or by both such fine and imprisonment.

(e) Pursuant to California Government Code Section 38773.7, any person found in violation of the provisions of this chapter a second or subsequent time within a two-year period will be subject to treble damages, according to court order.

(770-CS, Enacted, 02/25/1992)

**SECTION 10. ADDITION:** Title 5, Chapter 18, Article 12, is hereby added to read as follows:

**5-18-12 Effective date of suspension.**

Any suspension of a permit shall become effective immediately upon delivery of the written decision of the Chief of Police to the holder at the most recent home or business address on file with the City, or within five (5) days of the deposit of such decision addressed to the holder into the United States mail by certified mail.

**SECTION 11. ADDITION:** Title 5, Chapter 18, Article 13, is hereby added to read as follows:

**5-18-13 Surrender of suspended or revoked permit.**

Upon a decision suspending an Introduction, Dating and Escort Services permit, the permit shall immediately be surrendered to the Chief of Police. Once the reason(s) for suspension are duly remedied and the period of suspension, if applicable, has expired, the Chief of Police, or designee, shall return the permit.

**SECTION 12. ADDITION:** Title 5, Chapter 18, Article 17, is hereby added to read as follows:

**5-18-17 Permit: Renewal.**

Any permit issued pursuant to this section may thereafter be renewed yearly by the applicant, if the permit has not been suspended or revoked, upon the applicant requesting same from the Police Department and paying in advance the renewal fee as established time to time by resolution of the City Council.

**SECTION 13. ADDITION:** Title 5, Chapter 18, Article 18, is hereby added to read as follows:

**5-18-18 Permit: Hearing and appeal procedures.**

Whenever the Chief of Police has made a decision or ruling to deny, suspend, or revoke any permit issued under this article, the applicant or holder of the permit may appeal the decision by filing a written request for an appeal hearing to the City Manager within ten (10) days of receipt or constructive receipt of the decision. Until the ruling of the City Manager, the administrative decision shall remain in full force and effect whether it will be for denial of an application, suspension, or revocation.

The City Manager shall provide notice to the appellant and a date for the hearing within twenty (20) days of receipt of the appeal. The hearing shall be set within twenty (20) days, unless the applicant or holder requests a continuance. At the hearing, both the applicant or holder and staff shall have the right to appear and to present evidence and arguments which are relevant to the grounds for the appeal, limited to the grounds for appeal stated in the filing of the appeal. The applicant or holder may appear in person or by submitting written material. A nonappearance and not submitting written material shall result in a withdrawal of the appeal.

Within ten (10) days of the hearing, the City Manager shall issue a written decision which states whether the decision of the administrative staff is to be upheld, modified, or reversed. The decision shall be served on the holder or applicant by certified mail, and the decision of the City Manager shall be final.

**SECTION 14. 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 15. ENACTMENT:** Prior to the expiration of fifteen (15) days from the passage and adoption thereof, this ordinance shall be published in a newspaper of general circulation printed and published in the County of Stanislaus, State of California, together with names of the members of the City Council voting for and against the same.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this \_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

- AYES: Councilmembers
- NOES:
- ABSTAIN:
- NOT PARTICIPATING:
- ABSENT:

Signed and approved this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

7F

June 26, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Superseding certain fees for City services as set forth in Council Resolution 2011-229 and Adopting Updated Cost Recovery Percentages and Schedule of Fees and Charges for City Recreational Services pursuant to Turlock Municipal Code Section 3-3-301 et. seq.

### 2. DISCUSSION OF ISSUE:

This Resolution contains the fees charged by the Park, Recreation and Public Facilities Division for programs, as well as rental charges for City parks and facilities. The Recreation program fees have been adjusted to account for the increasing costs of providing the programs. Rental charges for City parks and facilities have been adjusted to reflect associated costs.

#### Proposition 26 Compliance

The implementation of the schedules of fees and charges for City recreational services pursuant to Turlock Municipal Codes Section 3-3-301 et. seq. is exempt from the provisions of Proposition 26. The proposed changes for recreational services is not considered a tax pursuant to various sections of Proposition 26. The fee pays the cost of delivering a service to paying participants for a specific benefit or privilege that are not charged to others, it is a governmental cost that does not exceed the cost of delivering the service, and it is a regulatory cost for programs and rentals. These findings are included within the attached resolution.

### 3. BASIS FOR RECOMMENDATION:

A. Previous City Council direction regarding cost recovery and the percentage of costs to be recovered; and

- B. Annual staff review of the time and materials involved in providing the services

**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**

The attached Resolution is recommended to be effective immediately. The specific fiscal impact of any individual change will be dependent on the frequency with which this service is provided in the 2012-13 fiscal year. As noted above, these recommendations are based on (1) the cost of providing the service, and (2) Council's direction regarding the percent of this cost to be recovered through the fee charged.

**Budget Amendment**

N/A

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Council could direct staff to reduce the percent of cost to be recovered which in turn would lower the related fee; or
- B. Council could decide not to accept staff's recommendations for fee changes.
- C. Neither of these alternatives is recommended by Staff as the effect would be a decrease in the revenue collected for specialized services without a direct reduction in the number of times the service is provided. This effectively results in the subsidization of these specialized services by general tax dollars.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF SUPERSEDING CERTAIN } RESOLUTION NO. 2012-  
FEES AS SET FORTH IN COUNCIL }  
RESOLUTION 2011-229 AND ADOPTING }  
UPDATED COST RECOVERY PERCENTAGES }  
AND SCHEDULES OF FEES AND CHARGES }  
FOR CITY RECREATIONALSERVICES }  
PURSUANT TO TURLOCKMUNICIPAL CODE }  
SECTION 3-3-301 ET SEQ }  
\_\_\_\_\_ }

**WHEREAS**, the City of Turlock has conducted an analysis of its services, the costs of providing those services, the beneficiaries of those services and the revenues produced by those paying fees and charges for these services; and

**WHEREAS**, the City Council has an adopted policy establishing the recovery of costs from users of City Services; and

**WHEREAS**, the specific percentage of costs to be recovered and related fees are established and periodically updated by Resolution, the most recent of which is Resolution No. 2011-229; and

**WHEREAS**, the City desires to set aside a portion of the participant fees and allocate this portion for facility maintenance and repair costs; and

**WHEREAS**, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and

**WHEREAS**, pursuant to California State law, the specific fees to be charged for services must be adopted by the City Council after providing notice and holding a public hearing.

**WHEREAS**, the proposed recreation fee changes are not considered a tax pursuant to Proposition 26 because the fee is exempt pursuant to various exemptions contained in Proposition 26, including, but no limited to following sections of Section 1 of Article XIII C of the California Constitution:

- **Section 1(c)(2) [Exemption for Specific Benefit or Privilege granted to Payor not provided to those not charged]:** A charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged; and which does not exceed the reasonable cost to the local government of providing the service or product.
- **Section 3(b)(2) [Exemption for Governmental Service that does not**

***exceed the Reasonable Cost of the Service***]: A charge imposed for entrance to or use of local government property or the purchase rental or lease of local government property.

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

- 1. Fee Schedule for Each Process.** The following schedule of fees and charges (see Attachment A) is hereby directed to be computed by and applied by the various City departments, and to be collected for the herein listed special services when provided by the City or its designated contractors.
- 2. Separate Fee for Each Process.** All fees set by the Resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit-of-measurement basis, the fee is for each identified unit or portion thereof within the indicated ranges of such units. Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due and where such charge or refund is ten dollars (\$10.00) or less, a charge or refund need not be made.
- 3. Facility maintenance and repair.** For participant fees collected from programs using City facilities, \$2.50 of the participant fee will be allocated to a separate Buildings and Facilities Maintenance and Repair Fund (Capital Improvement Fund 114). In addition, fifty percent (50%) of the picnic facility reservation fees will be allocated for facility maintenance and repair. The remaining 50% would be retained by Recreation to fund their reservation processing costs.
- 4. Fee Schedule.** Resolution No. 2011-229 is hereby superseded and the fees and rates as listed on Attachment A shall be charged and collected for the enumerated services.
- 5. Interpretations.** This Resolution may be interpreted by the several City department heads in consultation with the City Manager and should there be a conflict between two fees then the lower in dollar amount of the two shall be applied.
- 6. Effective Date.** This Resolution shall go into full force and effect immediately.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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

## Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
R-09000 & R-09001	90%	Pedretti Field – Adult/Youth	<p style="text-align: center;"><u>Adult Tournaments</u></p> <p style="text-align: center;">\$140/field/day without gate fee \$190/field/day with gate fee</p> <p style="text-align: center;"><u>Youth Tournaments</u></p> <p style="text-align: center;">\$135/field/day – without gate fee \$185/field/day – with gate fee</p> <p style="text-align: center;"><u>Hourly Rentals For All Uses:</u></p> <p style="text-align: center;">\$30/hour/field – youth and seniors \$35/hour/field – adults Lights - \$12/hour Additional Field Preps - \$25/field</p>
R-09004		Turlock Regional Sports Complex Baseball/Softball Field Usage	Fees associated with usage of the Baseball/Softball fields will be the same as listed for the fields at Pedretti
R-09002 & R-09003	90%	<p style="text-align: center;">Turlock Regional Sports Complex Soccer Field Usage</p> <p style="text-align: center;">Adult &amp; Youth</p> <p style="text-align: center;">(rates based on calendar 2006 percentages)</p>	<p style="text-align: center;"><u>Adult Field Usage</u></p> <p style="text-align: center;">Per Field Usage: \$35/hour (2 hour min) Tournament Rate: \$340/field</p> <p style="text-align: center;"><u>Youth Field Usage</u></p> <p style="text-align: center;">Per Field Usage: \$30/field (2 hour min) Tournament Rate: \$280/field</p> <p style="text-align: center;"><u>Applies to All Soccer Uses</u></p> <p style="text-align: center;">Non-Refundable Rental Deposit: \$150 Cancellation Fee: \$34 Vendor Daily Rental: \$400/day<sup>50</sup> Vendor Deposit: \$4000 Storage Building Rental: \$100/month Additional Facility Requests: fee to be determined based on individual request</p>

## Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
R09900	n/a	Picnic Facility Reservation Service	Rental Fee
R-09901	n/a	Donnelly Park	Area A <u>\$3235</u> Area B <u>\$3235</u> Area C \$60 Area D <u>\$2830</u> Area E <u>\$2830</u> Area F <u>\$6075</u> Area G <u>\$3235</u> Area H <u>\$3235</u> Area I <u>\$3235</u> Area J <u>\$3235</u> Area K <u>\$2830</u> Area L <u>\$2830</u> Area M \$60 Area N <u>\$2830</u> Meadow \$100
R-09902	n/a	Crane Park	Area A \$40 Area B <u>\$5040</u> Area C \$50 Area D <u>\$4045</u> Area E <u>\$5040</u> Area F \$40 Area G <u>\$4045</u> Area H \$40
R-09903	n/a	Pedretti Park	Covered Area \$75
R09905	n/a	Broadway Park	Area A \$60 Area B \$30 Area C <u>\$3035</u>
R-09906	100%	Bounce House Permits	\$35 at designated locations
		<b>City Building Room Rentals*</b>	
		<b>Category A</b> – No Fee – Uses and activities administered and /or sponsored by the City of Turlock.	
		<b>Category B</b> – No Fee – Uses and activities administered and /or sponsored by the Turlock Unified School District. (fees for special equipment, setup or cleanup may apply)	
		<b>Category C</b> – 75% of Fee plus insurance – Uses and activities including fund-raising events, sponsored by local community organizations (and Turlock sports affiliates) that can establish tax- exempt status pursuant to IRS Code Section 501 (c) (3). A local community	

## Attachment A

Cost Recovery Reference Number	Recovery Percentage	SERVICES PROVIDED	FEE
		<p>organization is defined as an organization 75% of whose membership is residents of Turlock.</p> <p><del>Category D – 100% of Fee plus insurance – Uses and activities sponsored by City of Turlock residents. For uses and activities (such as wedding, reception, anniversary and birthday celebrations, etc.) for which no fee is charged for admission and attendance is by invitation only (applicants must establish residency).</del></p> <p><del>Category E – 125% of Fee plus insurance. Uses and activities sponsored by non-residents.</del></p> <p><del>Category FE – 125% of Fee plus insurance. Uses and activities are designed to raise funds (through an admission or requested donation).</del></p>	
R-13801	See Above	War Memorial Building (minimum rental – 4 hours)	<p>100% rental fee is \$95.00/hour (see categories above for rental fee to be charged)</p> <p>Damage deposit \$500.00</p>
R-13802	See Above	Senior Center (minimum rental – 4 hours)	<p>100% rental fee is \$80.00/hour (see categories above for rental fee to be charged)</p> <p>Damage deposit \$300.00</p>
R-13803	See Above	Youth Center (minimum rental – 4 hours)	<p><del>100% rental fee is \$60.00/hour (see categories above for rental fee to be charged)</del></p> <p>Damage deposit \$150.00</p>
R-13804	See Above	Rube Boesch Center <u>And</u> Columbia Center (minimum rental 2 hours)	<p>100% rental fee is \$40.00/hour (see categories above for rental fee to be charged)</p> <p>Damage deposit <del>\$250.00</del> \$150.00</p>
R-13805	n/a	Other Building Rental Fees	
R-13806	n/a	Cancellation Fee – Building Rentals	\$40
R-13808	n/a	Park Reservation Change Fee	\$8.00 / transaction
	n/a	Park and Sports Facilities Reservation Cancellation Fee	\$18.00 / transaction
R-13809	n/a	Building Rental contract Revision	\$30.00 / revision
Building Fees will include: Facility Supervisor, facility setup & clean up.			
Exempt: Rube Boesch Center / <u>Columbia Center</u>			
<b>*Fees exempted for polling places</b>			

## Attachment A

Program	Program Fee		Participant Fee
After-school Playgrounds— Rec on Wheels	Free		No fee
Art Classes	Mini Picassos \$54 Creative Studio \$54 Pre-school Mania \$34 1hr \$39 1.5 hrs		See Additional participant fee in "other fees"
Babysitting Class	\$20.00		See Additional participant fee in "other fees"
Basketball – Youth	Clinics vary depending on length	Clinic 1: \$36.00 Clinic 2: \$42.00 Clinic 3: \$47.00 Clinic 4: \$62.00	See Additional participant fee in "other fees"
Dance Etc.	I. 2-3yrs \$46 II. 4+yrs \$62 III. Ballet 1&2 \$74 IV. Ballet 3&4 \$94 Recital Fee \$2 / per person		See Additional participant fee in "other fees"
Football Passing League	\$22.00		See Additional participant fee in "other fees"
Fun Runs	<del>Youth 1-Mile: \$12.00</del> Adult 2-Mile: \$17.00		<del>\$5.000</del> \$10.000
Girls' Basketball Camp	\$62.00		See Additional participant fee in "other fees"
Girls' softball Program	\$85.00 per player		See Additional participant fee in "other fees"
Hershey Youth Track Meet	\$10.00		No fee
Holiday Parade Entry fee	Non-Profit \$50 General \$60 Commercial \$70		No fee
Indoor Kickball (for tots)	4 weeks, 1 day/week - \$33.00		See Additional participant fee in "other fees"
Indoor Soccer (for tots)	4 weeks, 1 day/week - \$35.00		See Additional participant fee in "other fees"
Instructional Classes/Clinics (not listed elsewhere)	This is for new "start-up" programs/classes. The fee will be calculated based on staff analysis of the total costs of providing the program/class. If the program/class is continued beyond the initial year, it will be individually added to this list		See Additional participant fee in "other fees"

## Attachment A

Program	Program Fee	Participant Fee
<u>Sticks for Kids Golf</u>	<u>\$29</u>	<u>See Additional participant fee in "other fees"</u>
Junior & Senior High School Dances	With student body card \$5.00/ per person (\$7.00 at the door)  Without student body card \$7.00/person (\$8.00 at door)	No fee
Jr. Lifeguard	I. 11-15 years old beginner for 3-weeks \$70.00  II. 14-15 years old advanced for 3-weeks \$70.00	See Additional participant fee in "other fees"
Kidz Love Soccer	8-weeks, 1 day/week - \$83.00 <u>9-weeks, 1 day/week - \$93.00</u>	See Additional participant fee in "other fees"
Line Dancing	\$27.00	See Additional participant fee in "other fees"
Make, Bake and Take	\$20.00 1-day for 3 hours	See Additional participant fee in "other fees"
National Youth Sports Coaching Association (NYSCA) Training	\$23.00	n/a
<u>Basketball Open Gym</u>	<u>\$24.00</u>	<u>See Additional participant fee in "other fees"</u>
<del>Off Track Camp</del> <u>School Break Camp</u>	1 week camp – ½ day \$71.00 1 week camp – full day \$93.00 <u>Daily Fee \$20.00</u> <u>5-Day Punch Card \$100</u> Summer Registration one-time fee \$12.00	See Additional participant fee in "other fees" <u>Annual Registration \$12.00</u>
Pedretti Park and Regional Sports Complex Baseball Softball Tournaments	Class 1: \$250.00 Class 2: \$275.00 Class 3: \$300.00  \$31.00/tournament will be retained in the Recreation Division to fund/reservation cost.	n/a
Pedretti Park Player Participation Fees	Youth: \$2.00 per player/per league Adult: \$1 per player/per game/per league	n/a
Pee Wee Baseball (7 – 8 year)	\$49.00 Spring/Summer	See Additional participant fee in "other fees"
PLAY (Positive leisure Activities for Youth)	Weekly: \$35 Punch Card (10 passes): \$93.00 <u>Morning Care Monthly \$46.00</u> <u>Punch Card (5 Days) \$15</u>	Annual Registration \$53.00 (Full year)  Late Registration (2/28 – End of School Year) \$25.00

## Attachment A

Program	Program Fee	Participant Fee
Recreational Swimming	<p>Youth 6-17 yrs - \$1.00</p> <p>Adult 18+ yrs - \$2.00</p> <p>\$.50 pre-sale swim passes to qualifying nonprofit agencies</p> <p>Adult non-swimmer-free with paying child</p> <p>Child under 6-3 – free with paying adult</p>	None
Open Gym – Teens	\$3.00	No fee
Teens In Action	\$100.00	No fee
Tennis	<p>Youth 5-17 years: \$39.00</p> <p>Adult/Child Class: \$100.00</p>	See Additional participant fee in "other fees"
Softball, Adult	<p>Spring \$285.00/team</p> <p>Summer: \$540.00/team</p> <p>Fall: \$410.00/team</p> <p>ASA Team Registration: \$4315/Adult &amp; \$13/Youth</p>	\$1.00 per player / per game player fee
Special Events	The fee will be calculated based on staff analysis of the total costs of providing the event. These activities/events are anticipated to be few and unique in nature.	See Additional participant fee in "other fees"
Swim Camp	\$57.00	See Additional participant fee in "other fees"
Swimming Lessons	Summer: \$36.00	See Additional participant fee in "other fees"
T-Ball Baseball (5-6 years)	\$49.00 Spring/Summer	See Additional participant fee in "other fees"
Teen Advisory Council	\$64.00	See Additional participant fee in "other fees"
<u>Youth Volleyball</u>	<p><u>Jr. High \$44.00</u></p> <p><u>High School \$54.00</u></p>	See Additional participant fee in "other fees"
Tiny Tot Baseball	\$48.00	See Additional participant fee in "other fees"
Track	\$34.00 per monthsession	See Additional participant fee in "other fees"
Turlock Night Out (Friday Night Out)	\$4.00	No fee

## Attachment A

Program	Program Fee	Participant Fee
Tai Chi Chuan	\$38.00 per session for 4 weeks – 1 day per week	See Additional participant fee in "other fees"
Volleyball	\$97.00 / team  Summer/Grass: \$55.00/team	\$1.00 per player per game (for all non-grass leagues)  \$7.00/player fee (for grass league)
Water Polo	<u>Intro to Youth Water Polo I</u> \$60.00 <u>Intro to Youth Water Polo League II</u> \$70.00 <u>Turlock Water Polo Camp</u> \$94	See Additional participant fee in "other fees"
<b>Other Fees</b>		
Affiliation Fee	Youth: \$35.00  Adult: \$70.00	
Contract Programs Split	60% to Contractor 40% to City  Kidz Love Soccer Only 70% to Contractor – 30% to City	
Program Late Registration Fee	Individual: \$5.00  Team: \$30.00  Special Event: \$2.00	
Participant Fee Per Person / Per Program	Additional fee added to program fees to assist with administration overhead cost	\$6.00 youth resident  \$8.00 adult resident
Program Transfer Fee	\$8.00 per person	No fee
Program Cancellation Fee	\$10.00	No fee
<p>NOTE – Participant fee will be separate fee charged on an annual basis for the calendar year 2007. Beginning January 1, 2008 this fee will convert to a per program fee at a rate of \$3/program for youth and \$4/program for adults and will be included as part of the program fees listed above. Beginning July 1, 2008 this fee will increase to \$6/ program for youth and \$8/ program for adults.</p> <p style="text-align: center;"><b>The following programs are free to the participants. The funding mechanism is noted beside each program.</b></p>		
After School Education and Safety Grant		\$75 Annual Registration Fee Fee can be waived by Turlock Unified School District
Columbia Center After School Program		Funded Via Contract with Stanislaus Housing Authority
Friday Night Basketball		Funded Via PAL Donations



## Council Synopsis

7G  
June 26, 2012

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

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

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Ordinance: Amending Turlock Municipal Code Title 7 (Public Works), Chapter 2, Article 6, Section 1, related to the maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches and the liability of injuries to the Public

### 2. DISCUSSION OF ISSUE:

In 1978 the City Council enacted Title 7, Chapter 2, Article 6, entitled "Maintenance of curbs, gutters, sidewalks, curb cuts and driveway approaches" pursuant to California Streets and Highways Code section 5610. The City of Turlock is a member of the Central San Joaquin Valley Risk Management Authority (CSJVRMA) commonly referred to as the RMA. The RMA is a pooled liability program with a risk management component that is administered by Bickmore Risk Services (BRS). BRS has recommended that all RMA members update, what are commonly referred to as, their "sidewalk" ordinances to keep pace with the evolution of both statutory and case law.

### 3. BASIS FOR RECOMMENDATION:

The ordinance presented tonight for consideration is to update our "sidewalk" ordinance as recommended by BRS. The primary addition to the ordinance is the liability section which is consistent with statutory and case law.

### 4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact: None

### 5. CITY MANAGER'S COMMENTS:

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

A. Do not approve the amendment to the Turlock Municipal Code. This alternative is not recommended because the City's risk management firm, Bickmore Risk Services recommends all members of the RMA enact the ordinance update.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK	}	ORDINANCE NO. -CS
MUNICIPAL CODE TITLE 7 (PUBLIC WORKS),	}	
CHAPTER 2, ARTICLE 6, SECTION 1, RELATED	}	
TO THE MAINTENANCE OF CURBS, GUTTERS,	}	
SIDEWALKS, CURB CUTS, AND DRIVEWAY	}	
APPROACHES AND THE LIABILITY FOR INJURIES	}	
TO THE PUBLIC	}	
<hr/>		

WHEREAS, this ordinance update will encourage property owners to promptly address maintenance issues relative to sidewalks adjacent to their property; and

WHEREAS, the ordinance update will allow the City to partially transfer the potential risk and liability associated with trip and fall incidents to the property owner.

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

SECTION 1. AMENDMENT: Title 7, Chapter 2, Article 6, Section 1 is hereby amended to read as follows:

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

~~It shall be the responsibility of the property owner, within the corporate limits of the City, to maintain the curbs, gutters, sidewalks, curb cuts, and driveway approaches in a good state of repair at all times. Such structures shall be in such condition that they will not endanger persons or property passing thereon, will not interfere with the public convenience in the use thereof, or be or remain an obstruction or impediment to the normal, customary, and usual pedestrian or vehicular traffic.~~

(a) Anything in this Code to the contrary notwithstanding, the maintenance and repair of sidewalk areas and the making, confirming and collection of assessments for the cost and expenses of said maintenance and repair may be done and the proceedings therefor may be had and taken in accordance with Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State as the same is now in effect or may hereafter be amended. In the event of any conflict between the provisions of said Chapter 22 of Division 7, Part 3, of the Streets and Highways Code of the State and the Turlock Municipal Code, the provisions of the Turlock Municipal Code shall control.

(b) The owners of lots or portions of lots adjacent to or fronting on any portion of a sidewalk area between the property line of the lots and the street line, including parking strips, sidewalks, curbs, gutters, curb cuts, driveway approaches and persons in possession of such lots by virtue of any permit or right shall repair and maintain such sidewalk areas and pay the costs and expenses therefor, including a charge for the City of Turlock's costs of inspection and administration or handling of any lien placed on the property due to failure of the property owner to promptly pay such assessments.

(c) Maintenance and repair of sidewalk area shall include, but not be limited to, maintenance and repair of surfaces including grinding, removal and replacement of sidewalks, repair and maintenance of curb and gutters, removal and filling or replacement of parking strips, removal of weeds and/or debris, tree root pruning and installing root barriers, trimming of shrubs and/or

ground cover and trimming shrubs within the area between the property line of the adjacent property and the street pavement line, including parking strips and curbs, so that the sidewalk area will remain in a condition that is not dangerous to property or to persons using the sidewalk in a reasonable manner and will be in a condition which will not interfere with the public convenience in the use of said sidewalk area.

(d) The City Manager or his designee may in his or her discretion, and for sufficient cause, extend the period in which required maintenance and repair of sidewalk areas must commence by a period of not to exceed ninety (90) days.

(e) The property owner required under Section 7-2-601 of this code, to maintain and repair the sidewalk area shall owe a duty to members of the public to keep and maintain the sidewalk area in a safe and non-dangerous condition. If, as a result of the failure of any property owner to maintain the sidewalk area in such a non-dangerous condition as required, any person suffers injury or damage to person or property, the property owner shall be liable to such person for the resulting damages or injury.

**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 26th day of June, 2012, by the following vote:

AYES: Councilmembers  
NOES:  
ABSTAIN:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

7H

June 26, 2012

From: Phaedra A. Norton, City Attorney

Prepared by: Phaedra A. Norton, City Attorney

Agendized by: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Ordinance: Amending Turlock Municipal Code Title 2, Chapter 7, Section 04, entitled, "Purchasing Officer: Powers and duties"

**2. DISCUSSION OF ISSUE:**

On May 22, 2012, the City Council requested an amendment be made to Turlock Municipal Code Title 2, Chapter 7, Section 04, paragraph (j) for clarification purposes.

**3. BASIS FOR RECOMMENDATION:**

This amendment is being presented for consideration by request of the Turlock City Council.

**Strategic Plan Initiative:**

Not specifically identified within the City Strategic Plan.

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

None

**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 AMENDING TURLOCK }  
MUNICIPAL CODE TITLE 2, CHAPTER 7, }  
SECTION 04, ENTITLED "PURCHASING OFFICER: }  
POWERS AND DUTIES" }  
\_\_\_\_\_ }

ORDINANCE NO. -CS

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

**SECTION 1. AMENDMENT:** Title 2, Chapter 7, Section 04 is hereby amended to read as follows:

**2-7-04 Purchasing Officer: Powers and duties.**

The duties of the Purchasing Officer may be combined with those of any other office or position. The Purchasing Officer shall have the following powers and duties:

(a) To purchase or contract for supplies and equipment required by any using agency in accordance with the purchasing procedures set forth in this chapter, such administrative regulations as the Purchasing Officer shall adopt, and such other rules and regulations as shall be prescribed by the Council;

(b) To negotiate and recommend the execution of contracts for the purchase of supplies and equipment;

(c) To act to procure for the City the needed quality in supplies and equipment at the least expense to the City;

(d) To discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases;

(e) To prepare and recommend to the Council rules governing the purchase of supplies and equipment for the City;

(f) To prepare and recommend to the Council revisions and amendments to the purchasing rules;

(g) To keep informed of current developments in the field of purchasing, prices, market conditions, and new products;

(h) To prescribe and maintain such forms as are reasonably necessary to the operation of the provisions of this chapter and other rules and regulations;

(i) To supervise the inspection of all supplies and equipment purchased to insure conformance with specifications;

(j) To recommend to the City Manager the transfer of surplus or unused supplies and equipment between departments as needed and the sale of all supplies and equipment which cannot be used by any agency or which have become unsuitable for City use; and

(k) To maintain a bidders' list, vendors' catalog file, and records needed for the efficient operation of the Purchasing Department.

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

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

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this \_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

AYES: Councilmembers  
NOES:  
ABSTAIN:  
NOT PARTICIPATING:  
ABSENT:

Signed and approved this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
JOHN S. LAZAR, Mayor

ATTEST:

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



## Council Synopsis

June 26, 2012

---

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Resolution: Authorizing approval to enter into contracts to maintain insurance coverages for Employee Bonds for Fiscal Year 2012-13

**2. DISCUSSION OF ISSUE:**

Bonds: Recommend current insurer: The Hartford Insurance Company

Provides coverage exceeding state code for bonding of Public Officials and master bond coverage of all employees for dishonesty. The cost for this coverage is \$3,447, remaining the same as 2011-12.

**3. BASIS FOR RECOMMENDATION:**

A) Included in discussion of issue.

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

**Fiscal Impact:** All expenses are included in the operating budget.

Bonds: The Hartford Insurance Company - \$3,447.

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

Recommend renewing the bond.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

None

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }  
APPROVAL TO ENTER INTO CONTRACTS }  
TO MAINTAIN INSURANCE COVERAGES }  
FOR EMPLOYEE BONDS FOR FISCAL }  
YEAR 2012-13 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012

**WHEREAS**, the City of Turlock provides insurance benefit coverage for Employee Bonds; and

**WHEREAS**, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into a contract for the following insurance program:

- a) **EMPLOYEE BONDS:** Hartford Insurance for Public Employee Municipal Bond including but not limited to the City Clerk, City Manager, City Treasurer, and Finance Director.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the City Manager to execute a contract to provide insurance coverage for an Employee Bond program for Fiscal Year 2012-13.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 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



8B

## Council Synopsis

June 26, 2012

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Property Programs for Fiscal Year 2012-13

### 2. DISCUSSION OF ISSUE:

#### Property Insurance:

Recommend current insurer: Travelers Insurance Group -  
(A.M. BEST, Rated A+ Superior)

Provides for both property and physical damage coverage, including high-value vehicles over \$25,000. The expiring year's premium is \$125,879 with a total insured limit of \$84 million. The renewal premium is \$131,403, at a total insured limit of \$86 million, a 4.4% increase over last year due largely to the increased property and vehicle values. We have retained the \$500,000 coverage for a temporary location and retained the deductible on Contractors Equipment at \$2,500 per occurrence on those items under \$25,000. Also included again this year is a policy that reduced the vehicle deductible per incident to \$10,000 on all vehicles, with the exception of those that have a singular value in excess of \$100,000. Higher value vehicles will retain the existing \$25,000 deductible for those between the values of \$100,000 - \$200,000 and for those vehicles over \$200,000 we will retain the \$50,000 deductible. Nineteen (19) new Crown Victoria's were added, including some equipment upgrades on those. We also added the new Carnegie Arts Building and the Recreation Department Building at 144 S. Broadway. There are two additional dwellings included and five new pieces of contractor's equipment, including a Caterpillar Wheel Loader. The premium increase is a result of increased total insured values.

### 3. BASIS FOR RECOMMENDATION:

A) Included in discussion of issue.

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

**Fiscal Impact:** All expenses were included in the adopted budget for Fiscal Year 2012-13.

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

Insurance is reviewed on an ongoing basis as property is added to or deleted from the City of Turlock. Recommend continuance of current policy.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

There were no other companies interested in quoting our property insurance due to the low premium already provided by Travelers Insurance or companies couldn't match the coverage form.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }  
APPROVAL TO ENTER INTO CONTRACTS }  
TO MAINTAIN INSURANCE COVERAGE }  
FOR PROPERTY PROGRAMS FOR }  
FISCAL YEAR 2012-13 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012

**WHEREAS**, the City of Turlock provides insurance coverage for Property Insurance Programs; and

**WHEREAS**, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into a contract for the following insurance program:

- a) PROPERTY INSURANCE PROGRAMS: Travelers Insurance Group.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the City Manager to enter into contracts to maintain insurance coverage for Property Insurance Programs for Fiscal Year 2012-13.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 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

8C



## Council Synopsis

June 26, 2012

---

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2012-13

### 2. DISCUSSION OF ISSUE:

Workers' Compensation Insurance: Recommend continuing services of self-insured plan with York & Associates as third party administrator. This will be year 3 of a 3 year contract. Recommend renewal of Safety National Casualty Company for our Excess Workers' Compensation with a rating by A.M. Best of A XI.

We have just completed the second year of a three year contract with York Insurances Group as our Third Party Administrator. They agreed to a 3% increase for this year as part of their multi-year contract.

We continue to achieve a significant savings by combining self insurance with re-insurance. Our estimated costs for the 2012-13 year will be under \$600,000, depending on actual claims. We estimate this would be less than half of what our Workers' Compensation Insurance would be if we purchased it through a fully purchased insurance program. We are recommending that we stay with Safety National Casualty Insurance; this will result in a reinsurance premium increase of 8%, (\$7,059.00).

Note: Our claims experience has resulted in the premium rate remaining flat as well as the fact that our estimated payroll dollars have been reduced.

We did solicit interest from other carriers to quote our insurance but unfortunately we received declinations and the reasons that were given were that they could not compete with the Safety National Rate.

**3. BASIS FOR RECOMMENDATION:**

A) Included in discussion of issue.

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

**Fiscal Impact:** No fiscal impact for year 2012-13. Amount currently budgeted in fiscal year 2012-13.

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

Recommend remaining Self-Insured Retention at the same levels as prior year.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

None recommended due to the fact that we are in year 3 of a 3 year contract.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }  
APPROVAL TO ENTER INTO CONTRACTS }  
TO MAINTAIN INSURANCE COVERAGES }  
FOR WORKERS' COMPENSATION }  
INSURANCE FOR FISCAL YEAR 2012-13 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012

**WHEREAS**, the City of Turlock provides insurance benefit coverage including Workers Compensation; and

**WHEREAS**, the City has sought responsible contracts to provide such services and recommends the City Council approval to enter into contracts for the following insurance programs:

- a) WORKERS' COMPENSATION: Retain York Insurances Group as third party administrator
- b) EXCESS WORKERS COMPENSATION: Safety National Casual Insurance Company.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the City Manager to enter into contracts to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2012-13.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 2012, by the following vote:

AYES:  
NOES:  
NOT PARTICIPATING:  
ABSENT:

ATTEST:

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



## Council Synopsis

June 26, 2012

---

From: Roy W. Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

### 1. ACTION RECOMMENDED:

Resolution: Authorizing approval to enter into contracts to maintain Health Insurance, Life Insurance, and Long Term Disability coverage for Fiscal Year 2012-13

### 2. DISCUSSION OF ISSUE:

Health Insurance: The City uses a combination of self-insurance and reinsurance for health, dental and vision coverage. The City has been covering the first \$110,000 of medical claims per incident, per insured individual, per plan year. Reinsurance covers all the claim costs above this level per individual per year.

To continue with the same Specific Stop Loss deductible (\$110,000), the premium would increase by \$363,815, (25%) for the fiscal year 2012-13. By accepting this level of coverage, the City of Turlock would not be exposed to any additional financial risk per claim. However, Staff is recommending an increase in the re-insurance Specific Stop Loss deductible to \$130,000 per individual. This will be an increase of \$70,620 annually (4.85%). Blended with all other fixed cost (administration, PPO, medical management, etc.), the increase drops to \$24,045 annually (1.51%).

Note: Last year we reported two very large claims: one claim settled at just over \$2,500,000 and the other was over \$1,750,000. These are much higher than we normally see and had an impact on this year and last year's reinsurance renewal figures. We had six (6) claims over \$110,000 for 2011-12 plan year, which is a bit above average for the City of Turlock. This was the rationale for the 25% increase in our reinsurance this year. Our average number of claims over the past 6 years is 4. By taking the \$130,000 stop loss deductible, we can realize savings and if we come in at the average, we would spend \$20,000 more per claim, \$80,000 for 4 deductibles, while saving \$290,567 in premium and fixed costs. The staff recommendation at \$130,000 specific deductible makes fiscal sense.

Effective May 1, 2012, the City of Turlock moved medical management from Ault International Medical Management (AIMM) to Hines & Associates. This will bring a higher level of service on catastrophic claims and help to control cost overall. We listened to employees that were having a difficult time dealing with AIMM and their effectiveness has changed so the decision was made to move to Hines for medical management.

Effective June 1, 2012, the City of Turlock moved from Interplan/HealthSmart to Networks by Design (NBD) for PPO network providers. Discounting with Interplan has eroded as demonstrated by Winton-Ireland Insurance Agency and Combined Benefits Administrators and the City needed more effective discounts on services for greater savings. The NBD network is comparable to Interplan in terms of depth and breadth, continues to exclude one major provider in the area, and contracts for out of state services, when needed.

We will continue to review our claims to insure that we are in line with our budget and that we are continuing to see savings based on the medical management process and PPO discounting. This will be done in an active partnership with our Employees, our Human Resource Department, Winton-Ireland Insurance, and CBA.

Recommend continuation of self-insured plan including health, prescription, dental, and vision and increasing the Specific Stop Loss Deductible to \$130,000 with the following insurance companies:

Third Party Administrator	Combined Benefits Administrators
Specific Reinsurance	Symetra
Aggregate Reinsurance	Symetra
PPO Network	Networks by Design (NBD)
Dental	Delta Dental Premier Network <sup>1</sup>
Vision	Vision Service Plan (VSP) <sup>1</sup>

The expected cost of Medical, Dental, and Vision insurance based on past claims experience is \$1,821 per employee per month (fixed costs plus all claims less specific reimbursement). We anticipate this number to decrease through the year due to efficiencies with NBD network and less expected reinsurance claims.

Life Insurance<sup>1</sup>: The City is currently insured with Hartford for life insurance and we recommend continuing our relationship with The Hartford for coverage. This policy is 1.5 x salary + \$5,000, with a cap of \$500,000.

Long Term Disability Insurance<sup>1</sup>: We are starting year 3 of a 3 year rate guarantee with The Hartford. The Hartford's maximum monthly benefit is \$10,000 monthly (from the previous \$5,000). Recommendation is to renew with Hartford.

**3. BASIS FOR RECOMMENDATION:**

A) Included in discussion of issue.

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

**Fiscal Impact:** At budget adoption for FY 2012-13, the Health plan costs were budgeted and adopted at \$7,636,969, an increase of \$587,177 from the FY 2011-12 amended budget of \$7,049,792. We will monitor claims and premiums on a monthly basis throughout the year and bring recommended adjustments with quarterly reports to Council.

Life Insurance: No change from prior year.

Long Term Disability Insurance: No change from prior year.

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

Recommend approval.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

The chart below displays a comparison of specific stop loss deductibles, ranging from the current \$110,000 stop loss to options of \$120,000, \$130,000 and \$140,000. All figures are listed on an annual basis.

	<b>Stop Loss Deductible \$140,000</b>	<b>PROPOSED Stop Loss Deductible \$130,000</b>	<b>Stop Loss Deductible \$120,000</b>	<b>Stop Loss Deductible \$110,000</b>
Premium	\$1,433,089	\$1,525,609	\$1,653,397	\$1,818,804
Fixed Cost	\$88,942	\$87,564	\$86,088	\$84,736
<b>Total</b>	<b>\$1,521,581</b>	<b>\$1,612,973</b>	<b>\$1,739,485</b>	<b>\$1,903,540</b>

8E



**Council  
Synopsis**

June 26, 2012

---

From: Roy Wasden, City Manager

Prepared by: Sarah Eddy, Human Resources Manager

Agendized by: Roy W. Wasden, City Manager

**1. ACTION RECOMMENDED:**

Resolution: Authorizing approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2012-13

**2. DISCUSSION OF ISSUE:**

Type of Coverage – Employment Practices Liability Insurance

Insurer – Lloyds of London

Self-Insured Retention (Deductible) - \$50,000

Maximum Liability Limit Per Claim, Per Aggregate - \$1,000,000

Additional Defense Coverage - \$1,000,000

The policy period is July 1, 2012 to July 1, 2013, with an annual premium in the amount of \$62,250.00. This policy provides coverage for potential employee actions against the City of Turlock including but not limited to discrimination, harassment, and wrongful termination claims.

Cases against employers are on the rise. It is estimated that three out of five firms will be sued by an employee. Companies are finding they are vulnerable from the pre-hiring process through the exit interview, even if the employee was never hired, or only at the organization a matter of days. Even if the claim is groundless or fraudulent, the defense of a suit can be expensive in time, resources and financially.

**3. BASIS FOR RECOMMENDATION:**

A) Included in discussion of issue.

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

**Fiscal Impact:** Amount currently budgeted in Fiscal Year 2012-13.

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

Recommend renewing current policy.

**6. ENVIRONMENTAL DETERMINATION:**

N/A

**7. ALTERNATIVES:**

- A. Council may choose to not to renew Employment Practices Liability Insurance coverage.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AUTHORIZING }  
APPROVAL TO ENTER INTO CONTRACTS }  
TO MAINTAIN INSURANCE COVERAGE }  
FOR EMPLOYMENT PRACTICES LIABILITY }  
INSURANCE FOR FISCAL YEAR 2012-13 }  
\_\_\_\_\_ }

RESOLUTION NO. 2012-

**WHEREAS**, Employment Practices Liability Insurance provides coverage for potential employee actions against the City of Turlock including but not limited to discrimination, harassment, and wrongful termination claims; and

**WHEREAS**, the City recommends City Council approval to enter into a contract with the following insurer and insurance policy provisions:

Type of Coverage – Employment Practices Liability Insurance  
Insurer – Lloyds of London  
Self-Insured Retention (Deductible) - \$50,000  
Maximum Liability Limit Per Claim, Per Aggregate - \$1,000,000  
Additional Defense Coverage - \$1,000,000

**WHEREAS**, It is estimated that three out of five firms will be sued by an employee and companies are finding they are vulnerable from the pre-hiring process through the exit interview, even if the employee was never hired, or only at the organization a matter of days. Even if the claim is groundless or fraudulent, the defense of a suit can be expensive in time, resources and financially; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Turlock does hereby authorize the City Manager to enter into a contract to provide insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2012-13.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Turlock this 26<sup>th</sup> day of June, 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