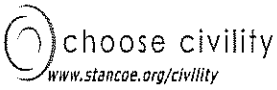
City Council Agenda



JULY 10, 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 agendized topic or any other topic delivered under Public Comment. Please fill out and provide the Comment Card to the City Clerk or Police Officer.

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

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

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

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

1. A. CALL TO ORDER

B. SALUTE TO THE FLAG

2. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS

A. *Proclamation*: Parks & Recreation Month - Parks Make Life Better!, July 2012, accepted by Barney Gordon, Chairman - Parks, Recreation and Community Programs Commission

B. *Proclamation*: Retirement of City Employee Richard Berru, Electrical Mechanical Technician II, July 3, 2012

C. *Appointments*: Turlock City Arts Commission

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

3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES:

1. Board, Commission, and Committee Vacancies (*Weaver*)
2. Capital Projects (*Pitcock*)
3. National Night Out August 7, 2012 (*Backeroff*)

C. PUBLIC PARTICIPATION:

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

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

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

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR:

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

A. *Resolution*: Accepting Demands of 6/7/12 in the amount of $712,595.58; Demands of 6/14/12 in the amount of $1,442,621.21

B. *Motion*: Accepting Minutes of Special Joint Meeting of the Turlock City Council, Planning Commission and Development Collaborative Committee of June 26, 2012; Minutes of Regular Meeting of June 26, 2012

C. *Motion*: Accepting improvements for City Project No. 12-34, "MV & GSB RR Crossing," and authorizing the City Engineer to file a Notice of Completion

D. *Motion*: Approving Contract Change Order No. 1 in the amount of $1,650 (Fund 228) for City Project No. 11-56, "Dale Pinkney Park Arbor," bringing the contract total to $12,930

E. *Motion*: Awarding bid and approving an agreement in the amount of $179,762 from Fund 420-52-551.51127 "Water System Repair/ Replacement Expenses" with Rolfe Construction of Atwater, California, for City Project No. 12-19, "Angelus Street Waterline Replacement"

F. *Motion:* Approving an agreement for materials testing and special inspection services in the amount of $290,000 (Fund 415) with Kleinfelder West, Inc. of Merced, California, for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1"

G. *Motion*: Accepting notification of Contract Change Order No. 2 in the amount of $2,290.80 (Fund 306) for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," bringing the contract total to $491,473.33

H. *Motion*: Approving a Memorandum of Understanding between the law enforcement agencies of Stanislaus County to develop protocol to support multi-jurisdictional SWAT responses pursuant to the recommendations of the POST SWAT operational guidelines and standardized training recommendations and authorizing the Chief of Police to sign the Memorandum of Understanding on behalf of the City of Turlock Police Department

I. *Resolution*: Appropriating unspent funds from Fiscal Year 2011/12 of $8,424.84 to account number 110-20-210.44030_001 "Minor Equipment Safety Equipment" from Fund 110 "General Fund" Reserve Balance, for replacement of police officer ballistic vests for twelve (12) Police Officers

J. *Resolution*: Appropriating $500 to Fund 110-10-112.47016 "Administrative Citation Expenses" from Fund 110 "General Fund" Reserve Balance, for the purchase of Administration Citation forms

K. *Motion*: Rejecting Claim for Damages filed by Dennis A. Souza

L. *Motion*: Rejecting Claim for Damages filed by Kenneth Ledbetter

6. FINAL READINGS:

A. ***Recommended Action:***
Ordinance: Amending Turlock Municipal Code Title 4, Chapter 15 regarding Tow Car Regulations as introduced at the June 26, 2012 meeting

B. ***Recommended Action:***
Ordinance: Amending Turlock Municipal Code Title 3, Chapter 1, Article 6, regarding Dance Hall Permits as introduced at the June 26, 2012 meeting

C. ***Recommended Action:***
Ordinance: Amending Turlock Municipal Code Title 5, Chapter 3, regarding Fortune Telling Permits as introduced at the June 26, 2012 meeting

D. ***Recommended Action:***
Ordinance: Amending Turlock Municipal Code Title 5, Chapter 18, regarding Introduction, Dating and Escort Services Permits as introduced at the June 26, 2012 meeting

E. ***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 as introduced at the June 26, 2012 meeting

F. ***Recommended Action:***
Ordinance: Amending the Turlock Municipal Code Title 2, Chapter 7, Section 04, entitled, "Purchasing Officer: Powers and duties" as introduced at the June 26, 2012 meeting

7. PUBLIC HEARINGS: None

8. SCHEDULED MATTERS:

A. Request to approve an agreement in the amount of $162,020 with Sally Swanson Architects, Inc., of San Francisco, California, for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update." (*Pitcock*)

Recommended Action:
Motion: Approving an agreement in the amount of $162,020 (Fund 301) with Sally Swanson Architects, Inc., of San Francisco, California, for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update"

B. Request to approve Contract Change Order No. 5 in the amount of $6,572.87 for City Project No. 0952, "Turlock Regional Transit Center." (*Pitcock*)

Recommended Action:
Motion: Approving Contract Change Order No. 5 in the amount of $6,572.87 (Fund 426) for City Project No. 0952, "Turlock Regional Transit Center," bringing the contract total to $1,676,346.82

C. Request to approve an agreement between the Turlock Police Department, the Modesto Police Department, and the Stanislaus County Sheriff's Department to share mutual Records Management System (RMS) data and information through the introduction of the COPLINK crime analysis and records management software. (*Jackson*)

Recommended Action:
Resolution: Approving an agreement between the Turlock Police Department, the Modesto Police Department, and the Stanislaus County Sheriff's Department to share mutual Records Management System (RMS) data and information through the introduction of the COPLINK crime analysis and records management software

D. Request to ratify the action taken by the City Manager on behalf of the Turlock Fire Department, to apply for the "Assistance to Firefighters Grant" for the purchase of a new fire engine to replace Engine 31. (*Lohman*)

Recommended Action:
Resolution: Ratifying the action taken by the City Manager on behalf of the Turlock Fire Department, to apply for the "Assistance to Firefighters Grant" for the purchase of a new fire engine to replace Engine 31

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

12. ADJOURNMENT

2A

IN HONOR OF

PARKS & RECREATION MONTH

Parks Make Life Better!SM

July 2012

WHEREAS, parks and recreation makes lives and communities better now and in the future; and

WHEREAS, 98% of California households indicated they visited a local park at least once in the past year; most often visiting a park with family and friends; and

WHEREAS, parks provide access to the serenity and the inspiration of nature and safe indoor and outdoor spaces to play and exercise; and

WHEREAS, parks preserve and protect the historic, natural and cultural resources in our community; and

WHEREAS, recreation fosters human development, providing positive alternatives for children and youth during non-school hours to reduce crime and mischief thereby helping children and youth develop and grow into healthy and productive adults; and

WHEREAS, parks and recreation offer places, spaces and programs that facilitate social connections, human development, therapy, the arts, and lifelong learning; and

WHEREAS, parks and recreation strengthens community image, sense of place and increases cultural unity; and

WHEREAS, parks and recreation provides opportunities for directed and self-directed activities which encourage healthy movement; and

WHEREAS, the City of Turlock urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors as well as adding value to the community's homes and neighborhoods.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock do hereby proclaim the month of July, 2012 as **"PARKS & RECREATION MONTH"** and acknowledge that ***Parks Make Life Better!***, and in so doing, urge all citizens to use and enjoy our parks and recreational opportunities.

IN WITNESS WHEREOF, I, JOHN LAZAR,
Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of July, 2012.

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

2B

IN HONOR OF
THE RETIREMENT OF
RICHARD BERRU

JULY 2, 2012

WHEREAS, Electrical Mechanical Technician Richard Berru has been employed by the City of Turlock since September 18, 1979; and

WHEREAS, Richard Berru has loyally served the City and its citizens for thirty three (33) years; and

WHEREAS, Richard Berru has been instrumental in maintaining the City's electrical and mechanical equipment, his attention to detail has been instrumental, maintaining equipment that operate continuously 30 plus years; and

WHEREAS, Richard Berru has consistently performed to the best of his ability during his tenure with the City of Turlock; and

WHEREAS, Richard Berru retired from his position as a Sr. Electrical Mechanical Technician effective July 2, 2012; and

WHEREAS, the City Council, by this recognition, wishes to express its great appreciation to Richard Berru for his meritorious service, loyalty, excellent attendance, and dedication to the City of Turlock.

NOW, THEREFORE, I, JOHN LAZAR, by virtue of the authority vested in me as Mayor of the City of Turlock and on behalf of the entire City Council, do hereby commend **Richard Berru** for his many years of valuable service and express our sincere thanks on behalf of the City of Turlock.

IN WITNESS WHEREOF, I, JOHN S. LAZAR, Mayor of Turlock, have hereunto set my hand and caused the Seal of the City of Turlock to be affixed this 10th day of July, 2012.

_____

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

2C

TURLOCK CITY ARTS COMMISSION
APPOINTEE LIST EFFECTIVE 7/10/12

The following appointments are based on the regulations contained in the amended enabling Resolution for the Turlock City Arts Commission approved by City Council Resolution No. 2012-086 on May 22, 2012. The Resolution includes the provision of staggered terms and term limits for committee members as outlined in Section 103, Terms of Office.

Section 103
Term of Office

(a) Commission members shall be appointed by the Mayor, with consent of the City Council, for terms of three years. Terms of members shall be staggered so that no more than three (3) terms shall expire in any one year.

(b) No individual Commission Member shall serve more than three (3) full terms consecutively; provided, however, that an individual Commission Member who has served three (3) terms consecutively may be reappointed to the Commission one year after the expiration of his or her last term.

(c) Members shall be subject to removal by action of the City Council.

Current Membership
(Seven Member, Two Alternate Members, Three-Year Staggered Terms)
(Term Limit: 3 full consecutive terms)

	Appointed	Reappointed	Term Expires
Lakneshia Diaz	7/10/12	---	6/30/13
Jennifer Strangfeld	7/10/12	---	6/30/13
Larry Yeakel	7/10/12	---	6/30/14
Ann Strahm	7/10/12	---	6/30/14
Lynn Gaiser-Saraille	7/10/12	---	6/30/15
Angele Henry	7/10/12	---	6/30/15
Llewellyn Boyle	7/10/12	---	6/30/15
1st Alternate			
VACANT	---	---	6/30/15
2nd Alternate			
VACANT	---	---	6/30/15

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

CITY OF TURLOCK INC. 1908

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MAR 25 2012
City of Turlock
Administrative Services

OFFICE OF THE CITY CLERK
ADMINISTRATION

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

X **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Parks, Recreation & Community Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

_____ **Stanislaus County Local Task Force on Solid Waste**

_____ **Turlock Mosquito Abatement District Board of Trustees**

_____ **Other** _____

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

Name: LaKneshia ANN Diaz

Address: [redacted] [redacted] Zip Code: 95380

Telephone: Home: [redacted] Work: _____

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

How long have you lived in Turlock? 19 years

Are you, or are you related to, a current City employee? No If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Preschool Teacher (currently unemployed

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): A.S in Site Superviser

Employment Highlights: Yuba College Preschool Teacher Assistant Preschool Teacher for Discovery Tree in Sac. (Preschool for Dept of Justice)

Prior Public Service, if any: Outstanding Service and Conduct in early childhood education, Mandated child Abuse Reporter trainning, Fundraising for 21st Century Forum

Present and past community activities and organizations: Participation in Extended Opportunity Program & Service "Student Leadership Conference The 21st century Forum (non-profit ed Organization)

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? with my associate degree including 24 ECE units as a Sit Supervisor I would be able to commit to promoting art education as well as assist in projects, events and Funraisers. ~~Amt~~ Also have the opportunit to be involved theatrical, musical, and apriciation of Art.

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

Please return to:

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

Signature

5·23·12
Date

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

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Office of the
City Clerk

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

__x___ **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Parks, Recreation & Community Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

_____ **Stanislaus County Local Task Force on Solid Waste**

_____ **Turlock Mosquito Abatement District Board of Trustees**

_____ **Other**_____

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

Name: _____Jennifer Strangfeld_____

Address: ___ _Turlock_____ Zip Code: __95382_____

Telephone: Home: _ ___ Work: _____

Do you live within the City limits? _____Yes_____ Are you registered to vote?__ ___yes_____

How long have you lived in Turlock? _____1 year_____

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

_____

Occupation: _____CSU Stanislaus Faculty member_____

Business Address: _____ _____ Zip Code:____95382_

Education (highest school year complete, degrees, etc.): _____Ph.d Sociology_____

Employment Highlights: _____Faculty member at CSU Stanislaus, Sociology Department. Prior to this I lived in Oregon and worked for Pacific University as a member of the faculty in the Sociology Department

_____

Prior Public Service, if any: _____I was part of the Community Action Advisory Committee in Eugene Oregon where we were responsible for providing input about how the county would allocate money for programs that were dedicated to providing necessary services for people who were low income. _____

Present and past community activities and organizations: _____

_____

_____

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

_____I am a dedicated to my community and seeing it develop and grow. In addition, I take my responsibilities seriously and work very hard to meet my commitments. Finally, I am someone who can think about issues critically and thoroughly.

_____

_____

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

Please return to:

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

6-6-12

Signature Date

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

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Office of the City Clerk

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

✓ **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Parks, Recreation & Community Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

_____ **Stanislaus County Local Task Force on Solid Waste**

_____ **Turlock Mosquito Abatement District Board of Trustees**

_____ **Other** _____

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

Name: LARRY E. YEAKEL

Address: 1 _____ Zip Code: 95382

Telephone: Home: (209) 9 _____ Work: (SAME)

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

How long have you lived in Turlock? 5 YR. (RECENT) GRADUATED TURLOCK H.S. 1955, TEGNER 51

Are you, or are you related to, a current City employee? NO If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: ARCHITECT

Business Address: HOME ADDRESS (RETIRED) Zip Code: _____

Education (highest school year complete, degrees, etc.): LOS ANGELES PACIFIC COLLEGE 2 YRS, GLENDALE CITY COLLEGE 1 YR., CAL POLY S.L.O. 3 YRS.

Employment Highlights: WORKED @ CALTECH BEFORE ARCH. LIC. WAS SUPV. ARCH. (LARGE COMMERICAL) FASHION VALLEY, S.D. OWNED ARCHITECTURAL FIRM 40 YRS. CA. & WA. ARCHITECT LIC.

Prior Public Service, if any: VARIOUS COMMITTEES, DEL MAR CITY, CA. INSURANCE BD. AIA 5 YRS., VARIOUS COMMITTEES VASHON WA. CHURCH/CITY PL.

Present and past community activities and organizations: CARNEGIE ARTS CENTER VOLUNTEER, TURLOCK. R/C CLUB OFFICER.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? A LONG TERM CONTINUING INTEREST IN THE ARTS AND HOW IT CAN IMPROVE/STABILIZE AND AFFECT THE COMMUNITY'S PERSPECTIVE OF ITSELF.

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

Please return to:

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

Larry Hodakel
Signature

6/18/2012
Date

STATEMENT OF INTEREST

June 18, 2012

As a retired Architect, a Turlock High School graduate, Class of 1955, and now a returning resident of Turlock, (having lived in Del Mar, CA and Vashon Island, WA for extended periods of time), I am very much interested in the Arts/Architecture climate of the City of Turlock. We have a lot to offer and the general public needs to be made aware.

Perhaps repaying some early day experiences and education received in growing up here makes me want to help in some way with my time, experience and energy.

Larry E. Yeakel, AIA
209

June 18, 2012

City of Turlock
Office of the City Clerk
156 S. Broadway, Suite 230
Turlock, CA 95380

To Whom It May Concern:

This letter is a reference for Larry E. Yeakel, who is applying for a position on the Arts Commission.

I have known Larry, first as a classmate and now a friend, for over fifty years. With his background in Architecture and as a businessman, I feel that he would have the qualifications to serve on this Commission.

His moral and ethical character is above reproach and the Arts Commission in my estimation would be fortunate to have him serve.

Sincerely,

Esther Benjamin

Esther Benjamin

Education (highest school year complete, degrees, etc.): 2007 Ph.D. in Sociology

Employment Highlights: Prior to my employment at CSU, Stanislaus, I was completing my education so the majority of my more recent employment history has been that of an educator. Before returning to college as a non-traditional student I worked as an assistant director at a large music company in the Los Angeles area. Please see my attached resume for additional information.

Prior Public Service, if any: From 1991-2001 I was the Chair of the Lane County (Oregon) Health and Human Services Community Advisory Committee, a committee tasked with allocating federal/state/county funds to homeless and poverty advocate organizations and shelters. I was also a member of the Prostitution Task Force for the City of Eugene (Oregon) in 200, a committee charged with trying to find ways to both reduce prostitution and find assistance for those attempting to find other forms of employment outside of prostitution. For 10 years (1998-2007) I was the volunteer host of a weekly community radio program, "LeftOut!", on KWVA 88.1 FM in Eugene, Oregon. Most recently I served on the CDBG Public Services Grant committee for the 2010-2011 grant year.

Present and past community activities and organizations: Currently I am a member of the CDBG Grant Selection Committee (I have served continuously since 2010). I also serve on the Legacy of Hope Volunteer Committee. I am the faculty advisor for A Day of Hope, and for the CSU Stanislaus Associated Student Government. Please see my attached resume for additional information.

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I have experience in allocating grant money to local, non-profit organizations. I am also a sociologist with specializations in media, politics, and economics – I am currently researching the use of

new media forms by college students. I just completed revising a book on marriage and family – including research into the benefits of familial engagement with the arts.

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

Please return to:

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

Signature

14 May 2012
Date

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Administrative Services

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CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

X **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Community Services Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

_____ **Stanislaus County Local Task Force on Solid Waste**

_____ **Turlock Mosquito Abatement District Board of Trustees**

_____ **Other** _____

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

Name: Lynn Gauser-Sarraille

Address: [redacted] Turlock, CA Zip Code: 95380

Telephone: Home: (209) [redacted] Work: (209) [redacted]

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

How long have you lived in Turlock? 25 years

Are you, or are you related to, a current City employee? no If yes, please indicate the person's name and relationship, if not yourself. _____

Occupation: Teacher: Special Education SH-grades K-13

Business Address: [redacted] Zip Code: 95382
Turlock, CA

Education (highest school year complete, degrees, etc.): AA, BA UC Berkeley, Secon. Credential - UC Berkeley, Specialist in Ed. from CA State San Diego

Employment Highlights: Middle school arts & English Teacher, Special Ed Mingerland Teacher for TUSD 2000 - 2009, Reflections Art Program admin for Earl Elem 2009-2011

Prior Public Service, if any: Chair of the Turlock City Arts Comm. for 1 year, helped found the remodel of Carnegie, volunteer for

Present and past community activities and organizations: Contributing member of Carnegie Foundation, participated in Turlock Shines, volunteer for TCAC, one of two teachers @ Dennis Earl to admin. Reflections Art Program 2009 - 2010 2011

What are your most important qualifications for the commission(s) or committee(s) that you indicated above? dedicated to the support monetary and as a volunteer to promote the arts in education and at local government level for all citizens

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

Please return to:

Rhonda Greenlee, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540

Signature: [illegible] Date: April 3, 2012

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City Clerk

CITY OF TURLOCK INC. 1908

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CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

X **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Community Services Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

_____ **Stanislaus County Local Task Force on Solid Waste**

_____ **Turlock Mosquito Abatement District Board of Trustees**

_____ **Other** _____

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

Name: Angele Henry

Address: _____ Zip Code: 95382

Telephone: Home: 22 _____ Work: _____

Do you live within the City limits? Yes Are you registered to vote? No

How long have you lived in Turlock? One year

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

Occupation: _____

Business Address: _____ Zip Code: _____

Education (highest school year complete, degrees, etc.): 2 year degree in children's stu , BFA in Visual Arts & English

Employment Highlights: -5 years at York University child care
-7 years school age director at the YMCA daycare
-Started my own business for children's programs

Prior Public Service, if any: Earl Elementary school PTA
York University student council

Present and past community activities and organizations: Earl Elementary Parent Volunte

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? passion for the arts, dedication to our city and our children, conviction to bringing/fostering/keeping culture rich in our city/state, creative, problem solver, and hard worker

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

Please return to:

Rhonda Greenlee, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540

Angela C. Harvey
Signature

April 19/12
Date

Turlock Unified School District

Dennis G. Earl Elementary School
4091 North Olive Avenue Turlock, CA 95382
Telephone (209) 634-1090 Fax (209) 634-6750

Tami Truax, Principal
Jessica Holt (Macfarlane), Asst. Principal

RECEIVED
APR 27 2012
City of Turlock
Administrative Services

April 25, 2012

To Whom It May Concern:

I am honored to write a letter of recommendation for Angele Henry.

Angele is a truly amazing individual. As a new parent at Dennis Earl, she began her tenure willing to do whatever was necessary to assist our school community. Angele began the year by taking over our very successful before-school "Walking Club." In this capacity, she quickly learned the complex computer program that is needed to track the students' mileage. In addition, she found that the program needed more student incentives so she took on the task of augmenting elements to the program that in turn led more students to enjoy and participate in it.

Angele is a creative, self-starter. She noticed that Earl lacked a school-wide art program that truly taught students how to appreciate and draw art. With her tremendous skill and background, she singlehandedly developed a very professional after school art program for grades 1st through 6th. The interest in the program far surpassed our expectations. Angele solicited helpers from our parent and student body to help the children as she provided instruction. This program was highly successful thanks to her energy, knowledge and organizational skills.

Angele would be an asset to any organization that seeks a creative, highly positive and professional individual. We feel truly fortunate to have her talents (and child!) at Dennis Earl School.

If you would like more information about this highly qualified candidate, please do not hesitate to contact me.

Sincerely,

Tami Truax

Roxanne Dawson
PTA President Dennis Earl Elementary
4091 N. Olive Ave.
Turlock, Ca 95382

To whom it may concern:

This is a letter of reference and recommendation for a very enthusiastic and talented volunteer, Angele Henry. As the Dennis Earl PTA President, I met Angele in the fall of 2011 when she was a new parent at Dennis Earl Elementary. She immediately volunteered to assist with any activities that could benefit the students, the school and the community.

Angele has proven to be a reliable responsible and dependable adult who can be counted on to take responsibility and keep her commitments. She has been a wonderful addition to Dennis Earl PTA and a great supporter and volunteer working at of school activities. Last fall, Angele immediately began volunteering and running the PTA Walking Club before school two mornings a week. This is a voluntary fitness club for students to walk the track where the volunteer records the miles walked by each student. Over 200 students have participated this year alone. Angele collects the individual mileage data and downloads it into the records kept for this club. It takes several hours of her time which she gives freely.

Angele's real passion is for the Arts. She was an art major. Angele noticed a lacking in art taught within the normal school week. She felt strongly that the students needed the opportunity to learn more about the arts. Angele created and proposed a structured quality after school Art Program to teach the basics of art through drawing and painting to the students at Dennis Earl. When Angele proposed this to the PTA Board and the school principal it was met with great enthusiasm and approval. The school and the PTA provided supplies. Angele created the curriculum, supplied the hard work, direction and the enthusiastic expertise required as program facilitator and trainer. Angele's program allowed interested students to learn art on a voluntary basis for an hour and 20 minute, one day a week with their peer grade level. There is no cost to the families of the students. When the program began in January the enrollment was 72 students for the first month! Each month begins a new grade level and the program continues to be popular today. Angele is a self starter who organizes and presents the class to the students smoothly and professionally (even though she is a volunteer). She is always prepared, encouraging and shares techniques. Angele has implemented an enthusiasm for art in students that will spark a lifelong love of the subject in some students. She is creative talented artist who shares her passion and knowledge of art generously and freely. Angele has truly been a wonderful addition to Dennis Earl and the community.

I can state as a long time community volunteer, member of several boards, and 30 year government employee, that I find Angele's dedication, commitment and enthusiasm can be counted on. She will make her a wonderful addition to any organization, commission or council.

If you have any questions you can reach me a ;Turlock 95382, email:

Roxanne Dawson

RHONDA GREENLEE
CITY CLERK
rgreenlee@turlock.ca.us

CITY OF TURLOCK INC. 1908

RECEIVED
MAY 31 2012
City of Turlock
Administrative Services

RECEIVED
AUG 15 2011
TURLOCK

OFFICE OF THE CITY CLERK
ADMINISTRATION

156 S. BROADWAY, SUITE 230 | TURLOCK, CALIFORNIA 95380 | PHONE 209-668-5542 EXT 1103 | FAX 209-668-5668

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

✓ **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Parks, Recreation & Community Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

_____ **Stanislaus County Local Task Force on Solid Waste**

_____ **Turlock Mosquito Abatement District Board of Trustees**

_____ **Other** _____

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

Name: LLEWELLYN BOYLE

Address: _ TURLOCK Zip Code: 95380

Telephone: Home: [redacted] [redacted] Work: N/A

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

How long have you lived in Turlock? 39 YEARS

Are you, or are you related to, a current City employee? NO If yes, please indicate the person's name and relationship, if not yourself. N/A

Occupation: RETIRED SCHOOL TEACHER

Business Address: (FORMERLY) PATTERSON HIGH 200 N. 7TH ST Zip Code: 95363

Education (highest school year complete, degrees, etc.): PATTERSON HIGH SCHOOL 1963 / CSU STAN 1974

MASTERS IN PUBLIC ADMINISTRATION (MPA) CSU STAN 1975

Employment Highlights: SOCIAL STUDIES TEACHER AT PATTERSON HIGH 1986-2009 / DEPT. CHAIR 1998-2009 / SCHOOL BELL AWARD 2005 / LCHS TEACHER OF YEAR FINALIST 2008 / SWIM COACH 2006-2011

Prior Public Service, if any: US ARMY 1969-1969

Present and past community activities and organizations: TURLOCK MASTERS SWIM CLUB (PRESIDENT) / TURLOCK AREA DEMOCRATS / CARNEGIE ARTS CENTER (FOUNDING BENEFACTOR) / CALIF. TEACHERS ASSN - RETIRED

What are your most important qualifications for the commission(s) or committees(s) that you indicated above? I HAVE BEEN AN AFICIONADO OF LOCAL ARTS ACTIVITIES FOR YEARS, ATTENDING PLAYS, CONCERTS, EXHIBITIONS AND EVENTS. AS A RETIREE, I NOW HAVE TIME TO DEVOTE TO MAKING OUR TOWN A BETTER PLACE.

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

Please return to:
Rhonda Greenlee, City Clerk
City of Turlock
156 S. Broadway, Suite 230
Turlock, CA 95380
(209) 668-5540

Signature

5/31/12
Date

1101 Sierra Drive
Turlock, CA 95380
July 29, 2011

To The Turlock Arts Commission:

Please accept this statement of interest and application as an indication of my candidacy for a seat on the Turlock Arts Commission. A letter of recommendation from Mary Jackson is also included.

I am a retired high school history teacher, and I have lived in Turlock for thirty-nine years. While I do not consider myself to be an artist per se, both my wife, Megan, and I have been supporters of local arts activities for years, attending plays, concerts, and exhibitions. We joined the Arts Center as Founding Benefactors in May of this year. Locally produced art graces our home. And as a longtime resident, I believe that it is important to do what I can to improve the quality of life for our city.

Turlock's role as a center for artistic activities is a natural. We have great institutional resources from CSUS, TUSD, and the Carnegie. We also have a tapestry of cultural and ethnic communities, each with rich artistic traditions. I'd like to help develop Turlock's artistic potential.

Please call me at 634-4328 if you need more information.

Sincerely,

Lew Boyle

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3B1

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

OFFICE OF THE CITY CLERK
ADMINISTRATION

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

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KELLIE WEAVER

DATE: July 3, 2012

RE: **Board, Commission, and Committee Vacancies**

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

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

BOARD/COMMISSION/COMMITTEE	DATE OF VACANCY	NUMBER OF VACANCIES
Arts Commission Alternate Members	6/30/15	2

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

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

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

Attachment (1)

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

OFFICE OF THE CITY CLERK
ADMINISTRATION

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

CITIZENS DESIRING TO SERVE THEIR CITY

Please indicate your preference:

_____ **Arts Commission**
(please include a one page statement of interest and a letter of recommendation)

_____ **Parks, Recreation & Community Commission**

_____ **Planning Commission**

_____ **Development Collaborative Advisory Committee**

_____ **Stanislaus County Airport Advisory Committee**

_____ **Stanislaus County Local Task Force on Solid Waste**

_____ **Turlock Mosquito Abatement District Board of Trustees**

_____ **Other**_____

==========

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

Name: _____

Address: _____ Zip Code: _____

Telephone: Home: _____ Work: _____

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

How long have you lived in Turlock? _____

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

_____

Occupation: _____

Business Address: _____ Zip Code:_____

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

_____

Employment Highlights: _____

_____

_____

Prior Public Service, if any: _____

_____

_____

Present and past community activities and organizations: _____

_____

_____

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

_____

_____

_____

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

Please return to:

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

_____ _____
Signature Date

5A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF ACCEPTING DEMANDS OF 6/7/12 IN THE AMOUNT OF $712,595.58; DEMANDS OF 6/14/12 IN THE AMOUNT OF $1,442,621.21	}	**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:
6/7/12	$712,595.58
6/14/12	$1,442,621.21

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of July, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

LIVE - City of Turlock - LIVE

Payment Register

From Payment Date: 6/1/2012 - To Payment Date: 6/7/2012

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
88814	06/04/2012	Open			Accounts Payable	COUNTY BANK VISA	$425.36		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$400.11			
	410 - WATER QUALITY CONTROL (WQC)			410.11000 (Cash)		$19.00			
	420 - WATER			420.11000 (Cash)		$6.25			
88815	06/05/2012	Open			Utility Management Refund	AMARANTE, ROBERT	$82.45		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$82.45			
88816	06/05/2012	Open			Utility Management Refund	CENTRAL VALLEY PROP MGMT	$91.30		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$91.30			
88817	06/05/2012	Open			Utility Management Refund	CLS INVESTMENTS	$1,039.95		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$1,039.95			
88818	06/05/2012	Open			Utility Management Refund	DAVIS, PHILLIP R	$105.75		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$105.75			
88819	06/05/2012	Open			Utility Management Refund	EMMETT, JANICE	$147.45		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$147.45			
88820	06/05/2012	Open			Utility Management Refund	GODINEZ-REVUELTA, ELIZABETH	$45.70		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$45.70			
88821	06/05/2012	Open			Utility Management Refund	GONSALVES, TINA M	$58.70		
	Paying Fund			Cash Amount		Amount			
	420 - WATER			420.11000 (Cash)		$58.70			
88822	06/05/2012	Open			Utility Management Refund	HERRERA, CLAUDIA	$17.60		
	Paying Fund			Cash Amount		Amount			

Payment Register

From Payment Date: 6/1/2012 - To Payment Date: 6/7/2012

	420 - WATER		420.11000 (Cash)		$17.60	
88823	06/05/2012	Open		Utility Management Refund	JOHNSON, DOMINIC	$10.70
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$10.70	
88824	06/05/2012	Open		Utility Management Refund	KELTING, ALISSA, M	$58.70
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$58.70	
88825	06/05/2012	Open		Utility Management Refund	MALIEPAARD, JANICE	$95.87
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$95.87	
88826	06/05/2012	Open		Utility Management Refund	MIRZAPOUR, JAMES	$45.70
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$1.10	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)		$1.40	
	420 - WATER		420.11000 (Cash)		$43.20	
88827	06/05/2012	Open		Utility Management Refund	S & G MORE & CARPET	$70.30
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$70.30	
88828	06/05/2012	Open		Utility Management Refund	SANCHEZ, PABLO NAVA	$109.70
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$109.70	
88829	06/05/2012	Open		Utility Management Refund	SILVA, GINGER	$165.50
	Paying Fund		Cash Amount		Amount	
	110 - General Fund		110.11000 (Cash)		$82.75	
	420 - WATER		420.11000 (Cash)		$82.75	
88830	06/05/2012	Open		Utility Management Refund	STANDARD PACIFIC HOME	$26.97
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$26.97	
88831	06/05/2012	Open		Utility Management Refund	VALDOVINOS, ANGELA	$58.70
	Paying Fund		Cash Amount		Amount	
	420 - WATER		420.11000 (Cash)		$58.70	
88832	06/05/2012	Open		Utility Management	WEAVER, ROXANNE	$15.19

Payment Register

From Payment Date: 6/1/2012 - To Payment Date: 6/7/2012

	Paying Fund	Cash Amount	Refund Amount			
	420 - WATER	420.11000 (Cash)	$15.19			
88833	06/06/2012 Open	Accounts Payable		4LEAF INC		$941.32
	Paying Fund	Cash Amount	Amount			
	405 - Building	405.11000 (Cash)	$941.32			
88834	06/06/2012 Open	Accounts Payable		ABS PRESORT INC		$5,000.00
	Paying Fund	Cash Amount	Amount			
	110 - General Fund	110.11000 (Cash)	$5,000.00			
88835	06/06/2012 Open	Accounts Payable		ACCOUNTEMPS INC		$428.51
	Paying Fund	Cash Amount	Amount			
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$214.26			
	420 - WATER	420.11000 (Cash)	$214.25			
88836	06/06/2012 Open	Accounts Payable		AIRGAS NCN		$894.65
	Paying Fund	Cash Amount	Amount			
	110 - General Fund	110.11000 (Cash)	$256.79			
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$637.86			
88837	06/06/2012 Open	Accounts Payable		AMERICAN MESSAGING		$343.67
	Paying Fund	Cash Amount	Amount			
	110 - General Fund	110.11000 (Cash)	$343.67			
88838	06/06/2012 Open	Accounts Payable		AMERICAN MESSAGING		$296.96
	Paying Fund	Cash Amount	Amount			
	110 - General Fund	110.11000 (Cash)	$296.96			
88839	06/06/2012 Open	Accounts Payable		AT&T MOBILITY		$2,460.29
	Paying Fund	Cash Amount	Amount			
	110 - General Fund	110.11000 (Cash)	$2,460.29			
88840	06/06/2012 Open	Accounts Payable		BANK OF NEW YORK TRUST CO		$16,889.38
	Paying Fund	Cash Amount	Amount			
	216 - Streets - Local Transportation	216.11000 (Cash)	$16,889.38			
88841	06/06/2012 Open	Accounts Payable		BLX GROUP LLC		$2,275.00
	Paying Fund	Cash Amount	Amount			
	621 - Successor Agency - Non LMI	621.11000 (Cash)	$2,275.00			
88842	06/06/2012 Open	Accounts Payable		BONANDER TRUCKS		$1,276.21
	Paying Fund	Cash Amount	Amount			
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)	$1,276.21			
88843	06/06/2012 Open	Accounts Payable		BORGES & MAHONEY CO		$893.69
	Paying Fund	Cash Amount	Amount			

Payment Register

From Payment Date: 6/1/2012 - To Payment Date: 6/7/2012

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$893.69	
88844	06/06/2012 Open		Accounts Payable	CALIFORNIA EMERGENCY PHYSICIANS MEDICAL GROUP	$343.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$343.00	
88845	06/06/2012 Open		Accounts Payable	CHARTER COMMUNICATIONS	$54.99
	Paying Fund	Cash Amount		Amount	
	501 - Information Technology	501.11000 (Cash)		$54.99	
88846	06/06/2012 Open		Accounts Payable	CITY OF MODESTO	$29,633.28
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$29,633.28	
88847	06/06/2012 Open		Accounts Payable	CITY OF TURLOCK - CASH	$264.33
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$135.95	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$50.39	
	420 - WATER	420.11000 (Cash)		$77.99	
88848	06/06/2012 Open		Accounts Payable	COALINGA MOTORS INC	$19,437.93
	Paying Fund	Cash Amount		Amount	
	112 - Capital Purchases	112.11000 (Cash)		$19,437.93	
88849	06/06/2012 Open		Accounts Payable	COSTCO	$2,854.92
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$33.39	
	204 - AB 939 Integrated Waste Mgmt	204.11000 (Cash)		$76.15	
	270 - Recreation Grants	270.11000 (Cash)		$2,325.84	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$241.22	
	420 - WATER	420.11000 (Cash)		$178.32	
88850	06/06/2012 Open		Accounts Payable	COUNTRY FORD TRUCKS INC	$327.84
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$291.64	
	205 - Sports Facilities	205.11000 (Cash)		$15.03	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$21.17	
88851	06/06/2012 Open		Accounts Payable	CUMMINS WEST INC	$2,276.47
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$735.61	
	426 - Transit - BLAST	426.11000 (Cash)		$1,540.86	
88852	06/06/2012 Open		Accounts Payable	CWEA	$898.00
	Paying Fund	Cash Amount		Amount	

Payment Register

From Payment Date: 6/1/2012 - To Payment Date: 6/7/2012

	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$532.00	
	420 - WATER	420.11000 (Cash)		$366.00	
88853	06/06/2012 Open		Accounts Payable	DAIMLER BUSES NO AMERICA	$2,149.66
	Paying Fund	Cash Amount		Amount	
	426 - Transit - BLAST	426.11000 (Cash)		$2,149.66	
88854	06/06/2012 Open		Accounts Payable	DELAMARE-FULTZ ENG INC	$2,881.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,881.00	
88855	06/06/2012 Open		Accounts Payable	DELTA WIRELESS & NETWORK	$188.27
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$188.27	
88856	06/06/2012 Open		Accounts Payable	EQUIFAX	$4.35
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$4.35	
88857	06/06/2012 Open		Accounts Payable	ERB BROTHERS INC	$254.33
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$254.33	
88858	06/06/2012 Open		Accounts Payable	G RAMIREZ CONCRETE INC	$19,310.18
	Paying Fund	Cash Amount		Amount	
	301 - Capital Improvement	301.11000 (Cash)		$19,310.18	
88859	06/06/2012 Open		Accounts Payable	GOMES & SONS INC, JOE M	$26,355.48
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$15,346.84	
	205 - Sports Facilities	205.11000 (Cash)		$481.71	
	217 - Streets - Gas Tax	217.11000 (Cash)		$1,264.62	
	246 - Landscape Assessment	246.11000 (Cash)		$1,840.80	
	256 - Stanislaus Housing Consortia	256.11000 (Cash)		$66.99	
	405 - Building	405.11000 (Cash)		$163.42	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$3,652.59	
	420 - WATER	420.11000 (Cash)		$1,040.49	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$1,327.76	
	426 - Transit - BLAST	426.11000 (Cash)		$1,003.20	
	502 - Engineering	502.11000 (Cash)		$167.06	
88860	06/06/2012 Open		Accounts Payable	GOMES PROPANE	$39.79
	Paying Fund	Cash Amount		Amount	
	266 - Police Services Grants	266.11000 (Cash)		$39.79	
88861	06/06/2012 Open		Accounts Payable	GRAINGER INC, W W	$1,309.74

Payment Register

From Payment Date: 6/1/2012 - To Payment Date: 6/7/2012

	Paying Fund	Cash Amount			Amount	
	246 - Landscape Assessment	246.11000 (Cash)			$235.29	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$968.15	
	420 - WATER	420.11000 (Cash)			$106.30	
88862	06/06/2012 Open		Accounts Payable	GUINN III, MARVIN, OLIVER		$62.71
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$62.71	
88863	06/06/2012 Open		Accounts Payable	HUNTINGTON COURT REPORTER		$556.92
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$556.92	
88864	06/06/2012 Open		Accounts Payable	MAXUM PETROLEUM CO		$1,588.43
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$277.49	
	217 - Streets - Gas Tax	217.11000 (Cash)			$414.60	
	246 - Landscape Assessment	246.11000 (Cash)			$16.53	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$747.49	
	420 - WATER	420.11000 (Cash)			$44.91	
	425 - Transit - Dial A Ride	425.11000 (Cash)			$35.45	
	426 - Transit - BLAST	426.11000 (Cash)			$35.44	
	502 - Engineering	502.11000 (Cash)			$16.52	
88865	06/06/2012 Open		Accounts Payable	NAPA AUTO PARTS		$459.09
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$10.32	
	217 - Streets - Gas Tax	217.11000 (Cash)			$191.11	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$180.54	
	426 - Transit - BLAST	426.11000 (Cash)			$77.12	
88866	06/06/2012 Open		Accounts Payable	NEW WORLD SYSTEM CORP		$1,847.35
	Paying Fund	Cash Amount			Amount	
	240 - Small Equipment Replacement	240.11000 (Cash)			$1,847.35	
88867	06/06/2012 Open		Accounts Payable	OMNI-MEANS INC		$2,445.00
	Paying Fund	Cash Amount			Amount	
	305 - Capital Facility Fees	305.11000 (Cash)			$2,445.00	
88868	06/06/2012 Open		Accounts Payable	ORRICK HERRINGTON & SUTCLIFF		$1,495.00
	Paying Fund	Cash Amount			Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,495.00	
88869	06/06/2012 Open		Accounts Payable	P G & E		$7.84
	Paying Fund	Cash Amount			Amount	

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	110 - General Fund	110.11000 (Cash)		$7.84	
88870	06/06/2012 Open		Accounts Payable	PARK MD, VERNON G	$150.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$150.00	
88871	06/06/2012 Open		Accounts Payable	PRECISION CUSTOM WIRING	$717.50
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$717.50	
88872	06/06/2012 Open		Accounts Payable	QUAD KNOPF INC	$32,859.00
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$32,859.00	
88873	06/06/2012 Open		Accounts Payable	QUEST DIAGNOSTICS	$127.60
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$127.60	
88874	06/06/2012 Open		Accounts Payable	QUICKSCORES LLC	$678.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$678.00	
88875	06/06/2012 Open		Accounts Payable	ROLAND PHD,JOCELYN E	$1,000.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,000.00	
88876	06/06/2012 Open		Accounts Payable	SAFETY-KLEEN CORPORATION	$134.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$134.00	
88877	06/06/2012 Open		Accounts Payable	SHARPENING SHOP	$203.03
	Paying Fund	Cash Amount		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$16.11	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$140.57	
	420 - WATER	420.11000 (Cash)		$46.35	
88878	06/06/2012 Open		Accounts Payable	SIERRA FOOTHILL LAB	$275.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$275.00	
88879	06/06/2012 Open		Accounts Payable	SOUTHWEST SCHOOL &	$368.36
	Paying Fund	Cash Amount		Amount	
	270 - Recreation Grants	270.11000 (Cash)		$368.36	
88880	06/06/2012 Open		Accounts Payable	STATE OF CALIFORNIA	$55.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$55.00	
88881	06/06/2012 Open		Accounts Payable	TNG HYDRAULICS	$129.21

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	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$129.21	
88882	06/06/2012 Open		Accounts Payable	TRANSIT CAPITAL SUPPORT	$15,137.00
	Paying Fund	Cash Amount		Amount	
	426 - Transit - BLAST	426.11000 (Cash)		$15,137.00	
88883	06/06/2012 Open		Accounts Payable	TURLOCK CONVENTION BUREAU	$68,712.40
	Paying Fund	Cash Amount		Amount	
	120 - Tourism	120.11000 (Cash)		$68,712.40	
88884	06/06/2012 Open		Accounts Payable	TURLOCK RV CENTER INC	$1,145.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,145.00	
88885	06/06/2012 Open		Accounts Payable	UNITED RENTAL INC	$167.32
	Paying Fund	Cash Amount		Amount	
	420 - WATER	420.11000 (Cash)		$167.32	
88886	06/06/2012 Open		Accounts Payable	US BANK	$3,720.00
	Paying Fund	Cash Amount		Amount	
	621 - Successor Agency - Non LMI	621.11000 (Cash)		$3,720.00	
88887	06/06/2012 Open		Accounts Payable	VAN DE POL ENTERPRISE INC	$716.28
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$716.28	
88888	06/06/2012 Open		Accounts Payable	VENTURI AERATION INC	$24,027.91
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$24,027.91	
88889	06/06/2012 Open		Accounts Payable	WECO INDUSTRIES INC	$1,507.48
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$1,507.48	
88890	06/06/2012 Open		Accounts Payable	WEST STEEL & PLASTIC	$145.46
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$145.46	
88891	06/06/2012 Open		Accounts Payable	WLC ARCHITECTS INC	$109,207.52
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$109,207.52	
88892	06/06/2012 Open		Accounts Payable	WORK WELLNESS	$511.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$443.00	
	246 - Landscape Assessment	246.11000 (Cash)		$68.00	
88893	06/06/2012 Open		Accounts Payable	YOSEMITE CHAPTER OF ICC	$185.00

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	Paying Fund	Cash Amount			Amount
	405 - Building	405.11000 (Cash)			$185.00
88894	06/06/2012 Open		Accounts Payable	ZALCO LABORATORIES INC	$76.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$76.00
88895	06/06/2012 Open		Accounts Payable	ZEE MEDICAL SERVICE CO	$102.92
	Paying Fund	Cash Amount			Amount
	420 - WATER	420.11000 (Cash)			$64.00
	426 - Transit - BLAST	426.11000 (Cash)			$38.92
88896	06/06/2012 Open		Accounts Payable	ACTIVE INDUSTRIAL CONTRACTING INC	$79.20
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$79.20
88897	06/06/2012 Open		Accounts Payable	ARCADIS	$1,267.20
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,267.20
88898	06/06/2012 Open		Accounts Payable	DOUBLETREE HOTEL SACRAMENTO	$286.24
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$286.24
88899	06/06/2012 Open		Accounts Payable	EDDY, SARAH	$151.74
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$151.74
88900	06/06/2012 Open		Accounts Payable	FARIAS, MARIVEL	$178.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$178.00
88901	06/06/2012 Open		Accounts Payable	GILL, JODY	$178.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$178.00
88902	06/06/2012 Open		Accounts Payable	HOLEMAN, RUSS	$162.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$162.00
88903	06/06/2012 Open		Accounts Payable	HUFF, DAVID	$500.00
	Paying Fund	Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$500.00
88904	06/06/2012 Open		Accounts Payable	INNOVATIVE CONSTRUCTION SOLUTIONS-NORCAL	$300.00
	Paying Fund	Cash Amount			Amount

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	110 - General Fund	110.11000 (Cash)		$300.00	
88905	06/06/2012 Open		Accounts Payable	STRATUS ENVIRONMENTAL INC	$11,530.20
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$11,530.20	
88906	06/06/2012 Open		Accounts Payable	TONARELLI, STACEY	$42.60
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$42.60	
88907	06/07/2012 Open		Accounts Payable	CALIF CAD SOLUTIONS INC	$24,625.00
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$11,125.00	
	420 - WATER	420.11000 (Cash)		$8,000.00	
	501 - Information Technology	501.11000 (Cash)		$5,500.00	
88908	06/07/2012 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$194,008.54
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$194,008.54	
88909	06/07/2012 Open		Accounts Payable	COMBINED BENEFITS ADMIN C	$65,678.70
	Paying Fund	Cash Amount		Amount	
	511 - Health Insurance	511.11000 (Cash)		$65,678.70	
88910	06/07/2012 Open		Accounts Payable	FRANCHISE TAX BOARD	$133.00
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$134.50	
	110 - General Fund	110.11000 (Cash)		($1.50)	
Type Check Totals:			97 Transactions		$712,595.58
AP - Accounts Payable Totals					

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	$712,595.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	97	$712,595.58	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	$712,595.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00

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Grand Totals:

	Total	97	$712,595.58	$0.00

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	$712,595.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	97	$712,595.58	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	97	$712,595.58	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	97	$712,595.58	$0.00

LIVE - City of Turlock - LIVE

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
AP - Accounts Payable									
Check									
88911	06/12/2012	Open			Accounts Payable	AMERINATN'L COMM SERVICE	$10,000.00		
	Paying Fund			Cash Amount		Amount			
	255 - CDBG			255.11000 (Cash)		$2,350.00			
	258 - Housing Stimulus Funds			258.11000 (Cash)		$7,650.00			
88912	06/14/2012	Open			Accounts Payable	A & A PORTABLES INC	$528.00		
	Paying Fund			Cash Amount		Amount			
	301 - Capital Improvement			301.11000 (Cash)		$528.00			
88913	06/14/2012	Open			Accounts Payable	A & G SALES PROMOTION LTD	$116.38		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$116.38			
88914	06/14/2012	Open			Accounts Payable	AECOM TECHNICAL SERVICES INC	$7,953.32		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$7,953.32			
88915	06/14/2012	Open			Accounts Payable	AMERICAN REPROGRAPHICS CO LLC	$452.48		
	Paying Fund			Cash Amount		Amount			
	502 - Engineering			502.11000 (Cash)		$452.48			
88916	06/14/2012	Open			Accounts Payable	ANIMAL CARE EQUIP & SVCS	$300.49		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$300.49			
88917	06/14/2012	Open			Accounts Payable	ARMOR FIRE EXTINGUISHER	$77.31		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$55.79			
	425 - Transit - Dial A Ride			425.11000 (Cash)		$21.52			
88918	06/14/2012	Open			Accounts Payable	ARMSTRONG MONITORING CORPORATION	$2,116.00		
	Paying Fund			Cash Amount		Amount			
	425 - Transit - Dial A Ride			425.11000 (Cash)		$1,058.00			
	426 - Transit - BLAST			426.11000 (Cash)		$1,058.00			
88919	06/14/2012	Open			Accounts Payable	AT&T / CALNET 2	$68.02		
	Paying Fund			Cash Amount		Amount			
	110 - General Fund			110.11000 (Cash)		$12.44			
	205 - Sports Facilities			205.11000 (Cash)		$15.73			
	255 - CDBG			255.11000 (Cash)		$12.18			

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	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$27.67	
88920	06/14/2012 Open		Accounts Payable	AT&T/SBC	$65.31
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$65.31	
88921	06/14/2012 Open		Accounts Payable	BALSWICK'S TIRE SHOP INC	$2,075.36
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$433.04	
	246 - Landscape Assessment	246.11000 (Cash)		$481.68	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$901.82	
	420 - WATER	420.11000 (Cash)		$258.82	
88922	06/14/2012 Open		Accounts Payable	BONANDER TRUCKS	$388.02
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$179.71	
	426 - Transit - BLAST	426.11000 (Cash)		$208.31	
88923	06/14/2012 Open		Accounts Payable	CALIFORNIA POLICE CHIEFS ASSOCIATION INC	$1,600.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$1,600.00	
88924	06/14/2012 Open		Accounts Payable	CENTRAL SANITARY SUPPLY	$2,952.84
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,952.84	
88925	06/14/2012 Open		Accounts Payable	CENTRAL VALLEY CONCRETE	$444.27
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$444.27	
88926	06/14/2012 Open		Accounts Payable	CERES COURIER INC, THE	$130.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$130.00	
88927	06/14/2012 Open		Accounts Payable	CERES POLICE DEPARTMENT	$1,159.36
	Paying Fund	Cash Amount		Amount	
	266 - Police Services Grants	266.11000 (Cash)		$1,159.36	
88928	06/14/2012 Open		Accounts Payable	CHAMPION INDUSTRIAL	$5,882.27
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$2,883.40	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$2,632.15	
	425 - Transit - Dial A Ride	425.11000 (Cash)		$37.50	
	501 - Information Technology	501.11000 (Cash)		$250.00	
	505 - Fleet	505.11000 (Cash)		$79.22	

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88929	06/14/2012	Open	Accounts Payable	CHARTER COMMUNICATIONS	$85.07
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$28.95	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$3.07	
	420 - WATER		420.11000 (Cash)	$3.06	
	501 - Information Technology		501.11000 (Cash)	$49.99	
88930	06/14/2012	Open	Accounts Payable	CINCINNATI LIFE INS INC	$816.92
	Paying Fund		Cash Amount	Amount	
	104 - Payroll Clearing Fund		104.11000 (Cash)	$816.92	
88931	06/14/2012	Open	Accounts Payable	CITY OF NEWMAN	$50,000.00
	Paying Fund		Cash Amount	Amount	
	256 - Stanislaus Housing Consortia		256.11000 (Cash)	$50,000.00	
88932	06/14/2012	Open	Accounts Payable	CITY OF TURLOCK - CASH	$175.51
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$78.25	
	202 - Bicycle Safety		202.11000 (Cash)	$10.32	
	270 - Recreation Grants		270.11000 (Cash)	$18.68	
	405 - Building		405.11000 (Cash)	$62.26	
	426 - Transit - BLAST		426.11000 (Cash)	$2.00	
	502 - Engineering		502.11000 (Cash)	$4.00	
88933	06/14/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN C	$92,291.66
	Paying Fund		Cash Amount	Amount	
	511 - Health Insurance		511.11000 (Cash)	$92,291.66	
88934	06/14/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN-	$4,767.55
	Paying Fund		Cash Amount	Amount	
	511 - Health Insurance		511.11000 (Cash)	$4,767.55	
88935	06/14/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN/	$2,183.98
	Paying Fund		Cash Amount	Amount	
	511 - Health Insurance		511.11000 (Cash)	$2,183.98	
88936	06/14/2012	Open	Accounts Payable	COMBINED BENEFITS ADMIN=	$132,504.00
	Paying Fund		Cash Amount	Amount	
	511 - Health Insurance		511.11000 (Cash)	$132,504.00	
88937	06/14/2012	Open	Accounts Payable	COMMUNITY VETERINARY CLIN	$570.65
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$300.65	
	203 - Animal Fee Forfeiture		203.11000 (Cash)	$270.00	
88938	06/14/2012	Open	Accounts Payable	CULLIGAN INC	$26.00

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	Paying Fund		Cash Amount			Amount
	420 - WATER		420.11000 (Cash)			$26.00
88939	06/14/2012	Open		Accounts Payable	DYETT & BHATIA URBAN	$8,485.71
	Paying Fund		Cash Amount			Amount
	305 - Capital Facility Fees		305.11000 (Cash)			$8,485.71
88940	06/14/2012	Open		Accounts Payable	GAGAN INC	$8.00
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$8.00
88941	06/14/2012	Open		Accounts Payable	GEOANALYTICAL LAB INC	$7,986.14
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$7,986.14
88942	06/14/2012	Open		Accounts Payable	HILMAR READY MIX	$287.21
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$147.63
	420 - WATER		420.11000 (Cash)			$139.58
88943	06/14/2012	Open		Accounts Payable	HOWK SYSTEMS INC	$6,067.12
	Paying Fund		Cash Amount			Amount
	420 - WATER		420.11000 (Cash)			$6,067.12
88944	06/14/2012	Open		Accounts Payable	JUSTUS LAWNMOWER SHOP INC	$227.22
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$25.50
	217 - Streets - Gas Tax		217.11000 (Cash)			$113.35
	246 - Landscape Assessment		246.11000 (Cash)			$88.37
88945	06/14/2012	Open		Accounts Payable	KEMIRA WATER SOLUTION INC	$5,736.40
	Paying Fund		Cash Amount			Amount
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)			$5,736.40
88946	06/14/2012	Open		Accounts Payable	L C ACTION	$2,177.79
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$2,177.79
88947	06/14/2012	Open		Accounts Payable	LANGUAGE LINE SERVICES	$10.75
	Paying Fund		Cash Amount			Amount
	110 - General Fund		110.11000 (Cash)			$10.75
88948	06/14/2012	Open		Accounts Payable	LEHIGH HANSON INC	$348.70
	Paying Fund		Cash Amount			Amount
	401 - Airport		401.11000 (Cash)			$348.70
88949	06/14/2012	Open		Accounts Payable	MADRUGA BROS ENT INC	$459.00
	Paying Fund		Cash Amount			Amount

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	110 - General Fund	110.11000 (Cash)		$402.00	
	255 - CDBG	255.11000 (Cash)		$3.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$48.00	
	502 - Engineering	502.11000 (Cash)		$6.00	
88950	06/14/2012 Open		Accounts Payable	MISSION LINEN SUPPLY INC	$1,829.25
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$477.38	
	205 - Sports Facilities	205.11000 (Cash)		$20.10	
	217 - Streets - Gas Tax	217.11000 (Cash)		$35.20	
	246 - Landscape Assessment	246.11000 (Cash)		$163.22	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$709.14	
	420 - WATER	420.11000 (Cash)		$208.50	
	505 - Fleet	505.11000 (Cash)		$215.71	
88951	06/14/2012 Open		Accounts Payable	MO-CAL OFFICE SOLUTIONS	$251.58
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$165.36	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$55.61	
	420 - WATER	420.11000 (Cash)		$30.61	
88952	06/14/2012 Open		Accounts Payable	MODESTO JANITORIAL SUPPLY	$793.87
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$793.87	
88953	06/14/2012 Open		Accounts Payable	MODESTO POLICE DEPARTMENT	$98,643.78
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$91,080.00	
	266 - Police Services Grants	266.11000 (Cash)		$7,563.78	
88954	06/14/2012 Open		Accounts Payable	MONTE VISTA SMALL ANIMAL	$296.72
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$74.72	
	203 - Animal Fee Forfeiture	203.11000 (Cash)		$222.00	
88955	06/14/2012 Open		Accounts Payable	NAPA AUTO PARTS	$12.49
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$12.49	
88956	06/14/2012 Open		Accounts Payable	NICK'S ELECTRIC SUPERIOR	$191.23
	Paying Fund	Cash Amount		Amount	
	217 - Streets - Gas Tax	217.11000 (Cash)		$95.56	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$95.67	
88957	06/14/2012 Open		Accounts Payable	NORMAC INC	$9,121.04

Payment Register

From Payment Date: 6/8/2012 - To Payment Date: 6/14/2012

	Paying Fund	Cash Amount		Amount	
	246 - Landscape Assessment	246.11000 (Cash)		$9,121.04	
88958	06/14/2012 Open		Accounts Payable	OAKDALE POLICE DEPARTMENT	$508.05
	Paying Fund	Cash Amount		Amount	
	266 - Police Services Grants	266.11000 (Cash)		$508.05	
88959	06/14/2012 Open		Accounts Payable	OMNI-MEANS INC	$795.00
	Paying Fund	Cash Amount		Amount	
	305 - Capital Facility Fees	305.11000 (Cash)		$795.00	
88960	06/14/2012 Open		Accounts Payable	P E R S ACTNG DIV	$292,285.33
	Paying Fund	Cash Amount		Amount	
	104 - Payroll Clearing Fund	104.11000 (Cash)		$284,259.73	
	110 - General Fund	110.11000 (Cash)		$7,704.29	
	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	
	505 - Fleet	505.11000 (Cash)		$9.72	
88961	06/14/2012 Open		Accounts Payable	P G & E	$252.97
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$252.97	
88962	06/14/2012 Open		Accounts Payable	PACIFIC STORAGE COMPANY	$320.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$289.00	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$31.00	
88963	06/14/2012 Open		Accounts Payable	PATCHETT FORD MERCURY INC	$13.42
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$13.42	
88964	06/14/2012 Open		Accounts Payable	POLYDYNE INC	$30,542.69
	Paying Fund	Cash Amount		Amount	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)		$30,542.69	
88965	06/14/2012 Open		Accounts Payable	PROTECH SECURITY/ELEC INC	$70.00
	Paying Fund	Cash Amount		Amount	
	110 - General Fund	110.11000 (Cash)		$70.00	
88966	06/14/2012 Open		Accounts Payable	QUAD KNOPF INC	$26,483.84

Payment Register

From Payment Date: 6/8/2012 - To Payment Date: 6/14/2012

	Paying Fund	Cash Amount			Amount
	305 - Capital Facility Fees	305.11000 (Cash)			$26,483.84
88967	06/14/2012 Open		Accounts Payable	QUEST DIAGNOSTICS	$55.11
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$55.11
88968	06/14/2012 Open		Accounts Payable	REXEL INC	$1,542.22
	Paying Fund	Cash Amount			Amount
	425 - Transit - Dial A Ride	425.11000 (Cash)			$771.11
	426 - Transit - BLAST	426.11000 (Cash)			$771.11
88969	06/14/2012 Open		Accounts Payable	SAFE-T-LITE CO INC	$448.36
	Paying Fund	Cash Amount			Amount
	246 - Landscape Assessment	246.11000 (Cash)			$305.70
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$142.66
88970	06/14/2012 Open		Accounts Payable	SHERWIN WILLIAMS	$2,679.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,381.98
	217 - Streets - Gas Tax	217.11000 (Cash)			$198.86
	246 - Landscape Assessment	246.11000 (Cash)			$500.17
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$597.99
88971	06/14/2012 Open		Accounts Payable	SHORE CHEMICAL CO	$45.63
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$45.63
88972	06/14/2012 Open		Accounts Payable	SIEMENS BLDG TECH INC	$1,064.00
	Paying Fund	Cash Amount			Amount
	110 - General Fund	110.11000 (Cash)			$1,064.00
88973	06/14/2012 Open		Accounts Payable	SOUTHWEST SCHOOL &	$903.02
	Paying Fund	Cash Amount			Amount
	270 - Recreation Grants	270.11000 (Cash)			$903.02
88974	06/14/2012 Open		Accounts Payable	SPENCE SPRAYING	$5,176.35
	Paying Fund	Cash Amount			Amount
	217 - Streets - Gas Tax	217.11000 (Cash)			$724.17
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$4,452.18
88975	06/14/2012 Open		Accounts Payable	STANISLAUS CO PLANNING	$45,600.00
	Paying Fund	Cash Amount			Amount
	256 - Stanislaus Housing Consortia	256.11000 (Cash)			$45,600.00
88976	06/14/2012 Open		Accounts Payable	STANISLAUS CO SHERIFF'S	$301.23
	Paying Fund	Cash Amount			Amount

Payment Register

From Payment Date: 6/8/2012 - To Payment Date: 6/14/2012

	266 - Police Services Grants	266.11000 (Cash)			$301.23	
88977	06/14/2012 Open		Accounts Payable	STANISLAUS COUNTY		$4,662.02
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$4,662.02	
88978	06/14/2012 Open		Accounts Payable	T I D		$139,105.39
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$1,766.37	
	205 - Sports Facilities	205.11000 (Cash)			$2,988.55	
	216 - Streets - Local Transportation	216.11000 (Cash)			$1,161.63	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$109,654.63	
	420 - WATER	420.11000 (Cash)			$20,799.39	
	426 - Transit - BLAST	426.11000 (Cash)			$216.30	
	505 - Fleet	505.11000 (Cash)			$2,518.52	
88979	06/14/2012 Open		Accounts Payable	TBA AUTO PARTS		$4,738.05
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$1,233.60	
	205 - Sports Facilities	205.11000 (Cash)			$33.59	
	217 - Streets - Gas Tax	217.11000 (Cash)			$659.91	
	246 - Landscape Assessment	246.11000 (Cash)			$358.37	
	255 - CDBG	255.11000 (Cash)			$9.20	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$1,087.91	
	420 - WATER	420.11000 (Cash)			$263.98	
	425 - Transit - Dial A Ride	425.11000 (Cash)			$75.41	
	426 - Transit - BLAST	426.11000 (Cash)			$1,016.08	
88980	06/14/2012 Open		Accounts Payable	TURF STAR		$270.35
	Paying Fund	Cash Amount			Amount	
	205 - Sports Facilities	205.11000 (Cash)			$224.00	
	246 - Landscape Assessment	246.11000 (Cash)			$10.01	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$36.34	
88981	06/14/2012 Open		Accounts Payable	TURLOCK AUTO PARTS		$301.80
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$36.67	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$265.13	
88982	06/14/2012 Open		Accounts Payable	TURLOCK CITY TOW INC		$196.50
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$166.50	
	410 - WATER QUALITY CONTROL (WQC)	410.11000 (Cash)			$30.00	

Payment Register

From Payment Date: 6/8/2012 - To Payment Date: 6/14/2012

88983	06/14/2012	Open	Accounts Payable	TURLOCK SCAVENGER CO INC	$388,888.89
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$400,000.00	
	420 - WATER		420.11000 (Cash)	($11,111.11)	
88984	06/14/2012	Open	Accounts Payable	TURLOCK SPAY & NEUTER CLINIC	$535.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$40.00	
	203 - Animal Fee Forfeiture		203.11000 (Cash)	$495.00	
88985	06/14/2012	Open	Accounts Payable	UNIVAR USA INC	$4,849.89
	Paying Fund		Cash Amount	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$4,849.89	
88986	06/14/2012	Open	Accounts Payable	VISION SERVICE PLAN CA	$4,955.67
	Paying Fund		Cash Amount	Amount	
	511 - Health Insurance		511.11000 (Cash)	$4,955.67	
88987	06/14/2012	Open	Accounts Payable	WEST COAST SAND & GRAVEL	$486.83
	Paying Fund		Cash Amount	Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)	$486.83	
88988	06/14/2012	Open	Accounts Payable	WESTURF INC	$1,652.39
	Paying Fund		Cash Amount	Amount	
	217 - Streets - Gas Tax		217.11000 (Cash)	$1,652.39	
88989	06/14/2012	Open	Accounts Payable	ZAP MFG INC	$491.05
	Paying Fund		Cash Amount	Amount	
	226 - Traffic Tax		226.11000 (Cash)	$491.05	
88990	06/14/2012	Open	Accounts Payable	ZEE MEDICAL SERVICE CO	$44.51
	Paying Fund		Cash Amount	Amount	
	410 - WATER QUALITY CONTROL (WQC)		410.11000 (Cash)	$44.51	
88991	06/14/2012	Open	Accounts Payable	CORDELL, TONI	$135.00
	Paying Fund		Cash Amount	Amount	
	420 - WATER		420.11000 (Cash)	$135.00	
88992	06/14/2012	Open	Accounts Payable	McNiel, Emily	$50.00
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$50.00	
88993	06/14/2012	Open	Accounts Payable	SAMA PROPERTIES LLC	$18,200.60
	Paying Fund		Cash Amount	Amount	
	110 - General Fund		110.11000 (Cash)	$18,200.60	
88994	06/14/2012	Open	Accounts Payable	SAMA PROPERTIES LLC	$633.00
	Paying Fund		Cash Amount	Amount	

Payment Register

From Payment Date: 6/8/2012 - To Payment Date: 6/14/2012

	110 - General Fund	110.11000 (Cash)			$633.00	
88995	06/14/2012 Open		Accounts Payable	Sandoval, Socorro		$500.00
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$500.00	
88996	06/14/2012 Open		Accounts Payable	SOLAR CITY		$173.28
	Paying Fund	Cash Amount			Amount	
	110 - General Fund	110.11000 (Cash)			$173.28	
Type Check Totals:			86 Transactions			$1,442,621.21

AP - Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	$1,442,621.21	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	86	$1,442,621.21	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	$1,442,621.21	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	86	$1,442,621.21	$0.00

Grand Totals:

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	$1,442,621.21	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	86	$1,442,621.21	$0.00

All	Status	Count	Transaction Amount	Reconciled Amount
	Open	86	$1,442,621.21	$0.00
	Reconciled	0	$0.00	$0.00
	Voided	0	$0.00	$0.00
	Stopped	0	$0.00	$0.00
	Total	86	$1,442,621.21	$0.00

-LAST PAGE-

5B1

June 26, 2012
6:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

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

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1. CALL TO ORDER:

City Council –Mayor Lazar called the meeting to order at 6:02 p.m.

PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor Lazar

ABSENT: None

Planning Commission

Planning Commission meeting canceled due to lack of quorum.

Development Collaborative Advisory Committee

Development Collaborative Advisory Committee meeting canceled due to lack of quorum.

2. PUBLIC PARTICIPATION: None

3. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

4. WORKSHOP – THE DOLLARS AND SENSE OF DOWNTOWN DEVELOPMENT

A. Mayor Lazar introduced Judy Corbett, Executive Director of Local Government Commission.

Joseph Minicozzi of Public Interest Projects, a private, for-profit real estate company that concentrates on urban infill, historic preservation and business start-ups in downtown Asheville, North Carolina, presented the results of a study comparing the property and sales tax revenue of different development types in Turlock (e.g., downtown buildings, residential single family homes, larger format retail, etc.) on "a per acre basis."

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

Council discussion included items hindering the City, how to develop infill, educating local developers, preservation assistance and potential discussions with the Stanislaus County tax assessor.

5. ADJOURNMENT:

Mayor Lazar adjourned the Special Turlock City Council meeting at 6:55 p.m.

RESPECTFULLY SUBMITTED

_____

Stacey Tonarelli
Deputy City Clerk

DRAFT

5B2

JUNE 26, 2012
7:00 p.m.
City of Turlock Yosemite Room
156 S. Broadway, Turlock, California

DRAFT

MINUTES
Regular Meeting
Turlock City Council

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1. A. **CALL TO ORDER** –Mayor Lazar called the meeting to order at 7:05 p.m.
PRESENT: Councilmembers Amy Bublak, Bill DeHart, Mary Jackson, Forrest White, and Mayor John S. Lazar.
ABSENT: None

B. **SALUTE TO THE FLAG**

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

A. Mayor Lazar recognized "2010 City of Turlock Years of Service" recipients Hans Visser, Daniel Frisch, Sam Beevers, Jeri Gilley, Dell Olson, Mary Sousa, Kathleen Riedel, Frank Saldivar, Julie Burke, Jose Cantu, Dawn Corbett, Marina Doyle, Jeanette White, Casey Cockrell, Shawn Davidson, Richard Ellis, Margarita Gonzalez, Brock Holmes, Jennifer Land, Tony Lopes, Carla McLaughlin, Sara Medrano, Michael Murphy, Karen Packwood, Patricia Panos, Doyle Perry, Jr., Albert Pinedo, Jr., Maria Ramos, Rosanne Stillo, Jason Watson, Paul Arai, Nathan Bray, Amy Beebe, James Brewer, Kevin Callahan, Michael Cervantez, Stacey Cooley, Steven Deus, Kevin Forsythe, Jeff Haney, Chad Hackett, David Huff, Michael Johnston, Manpreet Kaur, Michael Lacava, Mayra Lewis, David Mallory, Allison Martin, Mathew Mason, Heidi McNally-Dial, Katie Melson, Maryn Pitt, Andrew Quimby, Neil Raumann, Gregory Rucker, Gracie Singh, Joseph Sutherland, Kenneth Taylor, Kevin Tidwell, Shawn Walker, Debbie Whitmore, and Wayne York.

B. Mayor Lazar introduced Dr. Dave Dubyak who announced the Stanislaus County Fair, Apple Pie Contest Kickoff event, to be held July 13, 2012 at the Stanislaus County Fairgrounds. Dr. Dubyak asked for volunteers to bake pies and for judges at the contest. He noted the pies are then donated to feed the homeless.

C. Mayor Lazar introduced Debbie Whitmore who recognized the Smart Valley Places Community Leadership Institute and its recent graduates Ken Oyer, Jesse Orosco, Juan Orosco, Lionel Villanueva, Flor Hernandez, and Petra Madrigal.

Mayor Lazar presented Proclamations to the Ceres Partnership for Healthy Children accepted by Maria Lourdes Perez and to the Central California Regional Obesity Prevention Program. He noted both programs have been instrumental in improving the wellness of children, and education in healthy lifestyle choices. Mayor Lazar thanked each of the organizations for their continued efforts towards the betterment of children.

3. A. **SPECIAL BRIEFINGS**:

California State University, Stanislaus, ASI Governmental Affairs Administrator Tomara Hall briefed the Council on activities at the University including the Middle Class Scholarship Program, AB 1500 and AB 1501 that will affect the UC, CSU, and Junior College systems for the school year 2012/13, and a forthcoming Government Night event where candidates on the November 2012 ballot will be invited to speak.

DRAFT

B. STAFF UPDATES

1. Police Chief Rob Jackson briefed the Council on the Turlock Police Department 2011 Annual Report. He reviewed the highlighted topics, major milestones, and the merging of Fire and Police administration. He acknowledged staff that has taken on extra responsibilities due to the merge. Chief noted that he plans to brief Council with the Annual Report in March with a six (6) month review in September.

C. PUBLIC PARTICIPATION

Don Jeffries spoke regarding Smart Valley Growth.

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

Action: Motion by Councilmember DeHart, seconded by Councilmember Jackson, to waive reading of all ordinances on the agenda, except by title. Motion carried unanimously.

B. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS: None

Mayor Lazar disclosed that he was not at the June 12, 2012 meeting however he consulted with City Attorney Norton and announced that by reviewing the video of the Council meeting he could still vote on Items 5B and 6A.

5. CONSENT CALENDAR:
Mayor Lazar asked that Consent Calendar Items 5E, 5F, and 5G be removed at the request of Councilmember Bublak and that Consent Calendar Item $5B_1$ be removed at the request of City Attorney Phaedra Norton for clarification and separate consideration.

Action: Motion by Councilmember White seconded by Councilmember DeHart, and unanimously carried to adopt the amended consent calendar as follows:

A. **Resolution No. 2012-101** 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

B_1. *Removed from for separate consideration*

$B_{2,3}$. *Motion*: Special Minutes of February 24, 2011; Minutes of Regular Meeting of June 12, 2012

C. *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

D. *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"

E Removed for separate consideration

F. Removed for separate consideration

G. Removed for separate consideration

H. **Resolution No. 2012-102** Considering intention to levy and collect assessments for Fiscal Year 2012/13 for Assessment Districts in the City of Turlock

I. **Resolution No. 2012-103** Initiating proceedings for the Blue Diamond Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Subdivision Project No. 12-21

J. **Resolution No. 2012-104** Initiating proceedings for Avena Bella, Parcel Map 11-04, Landscaping, Lighting, and Street Maintenance Benefit Assessment District, Development Project No. 11-32

K. **Resolution No. 2012-105** 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 No. 2012-106** 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 No. 2012-107** 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 No. 2012-108** 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" for 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 No. 2012-109** 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

U. **Resolution No. 2012-110** 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

Item 5B$_1$ City Attorney Phaedra Norton provided clarification to Council that due to the fact Councilmembers Dehart and White were not members of the Council when the Special Meeting of October 6, 2009 occurred, they would not be eligible to participate in the approval of those minutes at tonight's meeting. She advised that if they wanted to participate, the minutes could be held over until such a time as a video recording of the meeting was viewed by both Councilmembers DeHart and White. Councilmembers DeHart and White indicated they would not participate in the vote.

Action: Motion by Councilmember Bublak, seconded by Councilmember Jackson, Accepting Minutes of Special Meeting of October 6, 2009. Motion carried with Councilmembers DeHart and White not participating.

Item 5E Development Services Director Mike Pitcock provided clarification on the change order reflected in Consent Calendar Item 5E at Councilmember Bublak's request.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, 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 carried unanimously.

Item 5F Development Services Director Mike Pitcock provided clarification on the change order reflected in Consent Calendar Item 5F at Councilmember Bublak's request.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, 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 carried unanimously.

Item 5G Development Services Director Mike Pitcock provided clarification on the change order reflected in Consent Calendar Item 5G at Councilmember Bublak's request.

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

Action: Motion by Councilmember Bublak, seconded by Councilmember DeHart, 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. Motion carried unanimously.

6. FINAL READINGS:

A. **Ordinance No. 1166-CS**, Amending Turlock Municipal Code Title 4, Chapter 6, Article 3, Section 2, entitled "Tow-Away Zones: Designation," as introduced on June 12, 2012, was passed and adopted with Councilmember Bublak dissenting.

7. PUBLIC HEARINGS

A. Neighborhood Preservation Officer Robert Boyd presented the staff report on the 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.

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

Action: **Resolution No. 2012-111** Assessing properties for abatement costs and establishing a lien for payment was introduced by Councilmember Jackson , seconded by Councilmember White, and carried unanimously.

B. Police Captain Carl Nielsen presented the staff report on the request to amend the Turlock Municipal Code Title 4, Chapter 15 regarding Tow Car Regulations.

Mayor Lazar opened the public hearing.

Duane Thompson from Anderson's Tow spoke against the amendment for reasons including an inconvenience to citizens that rely on Anderson's Tow, being allowed on the City of Turlock's rotation list for 7 ½ years, being a member of Turlock Chamber of Commerce for 3 years, and the hardship it would cause his business and employees if the amendment passed.
Josephine Thompson, Richard Rice, Larry Leslie, and Amy Lewis spoke in support of Anderson's Tow and against the amendment.

Bobbie Kelso, Eldo Harris, Mike Dizney, Jason Madruga, and Jeff Madruga spoke in favor of the amendment for reasons including they each own tow services with lots in Turlock and other surrounding cities and are required to comply with the Ordinance, yet Anderson's Tow has not been required to comply.

Councilmember Bublak left the dais.

Mayor Lazar closed the public hearing.

City Attorney Phaedra Norton noted that during the course of the public hearing portion regarding this item, Councilmember Bublak realized she may have a conflict of interest due to her position as a police officer in the City of Modesto and recused herself from further participation.

Council discussion included the amendment language being fair and equitable to all of the tow services currently serving Turlock, and clarification and options to extend the language contained in the amendment from January 1, 2013 to July 1, 2013 to allow the tow services to prepare for the changes in the amendment.

Action: Motion by Councilmember DeHart, seconded by Councilmember Jackson, introducing an Ordinance Amending Turlock Municipal Code Title 4, Chapter 15 regarding Tow Car Regulations with a modification to Section 17 (o) to extend the date of compliance to July 1, 2013 and setting the final reading for July 10, 2012. Motion carried with Councilmember White dissenting and Councilmember Bublak not participating.

Councilmember Bublak returned to the dais.

Mayor Lazar handled Public Hearing Items 7C, 7D, and 7E concurrently.

C. Police Lt. Ron Reid presented the staff report on the request to amend the Turlock Municipal Code Title 3, Chapter 1, Article 6, regarding Dance Hall Permits.

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

Council discussion included clarification of the amendment language with regard to conducting background investigations, final decision by the Chief of Police, and the appeal process being removed from Council and assumed by the City Manager with a next step of appeal going through the Superior Court system.

Action: Motion by Councilmember White, seconded by Councilmember Jackson, introducing an Ordinance Amending Turlock Municipal Code Title 3, Chapter 1, Article 6, regarding Dance Hall Permits and setting the final reading for July 10, 2012. Motion carried unanimously.

D. Police Lt. Ron Reid presented the staff report on the request to amend the Turlock Municipal Code Title 5, Chapter 3, regarding Fortune Telling Permits.

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

Council discussion included clarification of the amendment language with regard to conducting background investigations, final decision by the Chief of Police, and the appeal process being removed from Council and assumed by the City Manager with a next step of appeal going through the Superior Court system.

Action: Motion by Councilmember White, seconded by Councilmember Jackson, introducing an Ordinance Amending Turlock Municipal Code Title 5, Chapter 3, regarding Fortune Telling Permits and setting the final reading for July 10, 2012. Motion carried unanimously.

E. Police Lt. Ron Reid presented the staff report on the request to amend the Turlock Municipal Code Title 5, Chapter 18, regarding Introduction, Dating and Escort Services Permits.

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

Council discussion included clarification of the amendment language with regard to conducting background investigations, final decision by the Chief of Police, and the appeal process being removed from Council and assumed by the City Manager with a next step of appeal going through the Superior Court system.

Action: Motion by Councilmember White, seconded by Councilmember Jackson, introducing an Ordinance Amending Turlock Municipal Code Title 5, Chapter 18, regarding Introduction, Dating and Escort Services Permits and setting the final reading for July 10, 2012. Motion carried unanimously.

F. Parks, Recreation & Community Facilities Manager Allison Van Guilder presented the staff report on the request to supersede certain fees for City services as set forth in Council Resolutions 2011-229 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.

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

Action: **Resolution No. 2012-112** 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. was introduced by Councilmember White, seconded by Councilmember Dehart, and carried unanimously.

G. Parks, Recreation & Community Facilities Manager Allison Van Guilder presented the staff report on the 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.

Council discussion included the suggestion of utility bill inserts to educate citizens of their responsibilities for the maintenance of curbs, gutters, sidewalks, curb cuts, and driveway approaches and direct them to the proper City department to assist with the process

Mayor Lazar opened the public hearing.

Ken Whitehill spoke against the amendment for reasons including the difficulty and limitations a property owner experiences in trying to remove or trim a tree that has been required by the City.

Mayor Lazar closed the public hearing.

Action: Motion by Councilmember White, seconded by Mayor Lazar, introducing an 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 and setting the final reading for July 10, 2012. Motion carried with Councilmember DeHart dissenting.

H. City Attorney Phaedra Norton presented the staff report on the request to amend Turlock Municipal Code Title 2, Chapter 7, Section 04, entitled, "Purchasing Officer: Powers and duties."

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

Action: Motion by Councilmember Bublak, seconded by Councilmember White, introducing an Ordinance Amending the Turlock Municipal Code Title 2, Chapter 7, Section 04, entitled, "Purchasing Officer: Powers and duties" and setting the final reading for July 10, 2012. Motion carried unanimously.

8. SCHEDULED MATTERS:

Mayor Lazar handled Scheduled Matters Items 8A, 8B, 8C, 8D, and 8E concurrently.

A. Human Resources Manager Sarah Eddy presented the staff report on the request for approval to enter into contracts to maintain insurance coverages for Employee Bonds for Fiscal Year 2012-13.

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

Action: **Resolution No. 2012-113** Authorizing approval to enter into contracts to maintain insurance coverages for Employee Bonds for Fiscal Year 2012-13 was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried unanimously.

B. Human Resources Manager Sarah Eddy presented the staff report on the request for approval to enter into contracts to maintain insurance coverages for Excess Property Programs for Fiscal Year 2012-13.

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

Action: **Resolution No. 2012-114** Authorizing approval to enter into contracts to maintain insurance coverages for Excess Property Programs for Fiscal Year 2012-13 was introduced by Councilmember Dehart, seconded by Councilmember Bublak, and carried unanimously.

C. Human Resources Manager Sarah Eddy presented the staff report on the request for approval to enter into contracts to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2011-12.

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

Action: **Resolution No. 2012-115** Authorizing approval to enter into contracts to maintain insurance coverages for Workers' Compensation Insurance for Fiscal Year 2012-13

D. Human Resources Manager Sarah Eddy presented the staff report on the request for approval to enter into contracts to maintain Health Insurance, Life Insurance, and Long Term Disability coverage for Fiscal Year 2012-13.

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

Action: **Resolution No. 2012-116** Authorizing approval to enter into contracts to maintain Health Insurance, Life Insurance, and Long Term Disability coverage for Fiscal Year 2012-13 was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried unanimously.

E. Human Resources Manager Sarah Eddy presented the staff report on the request for approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for Fiscal Year 2012-13

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

Action: **Resolution No. 2012-117** Authorizing approval to enter into contracts to maintain insurance coverage for Employment Practices Liability Insurance for fiscal Year 2012-13 was introduced by Councilmember DeHart, seconded by Councilmember Bublak, and carried unanimously.

Mike Ireland of Winton-Ireland, Strom and Green Insurance Agency, provided Council with information on public and private industry trends

9. COUNCIL ITEMS FOR FUTURE CONSIDERATION: None

10. COUNCIL COMMENTS:

Councilmember Bublak and Councilmember Jackson attended the Sikh Temple's parade. Councilmember Bublak encouraged other Councilmembers, staff, and citizens to attend in the future and noted it was a well-attended event and a wonderful experience of culture.

Councilmember Jackson reminded Council, staff, and citizens of the Farmers Market held on Fridays between 8:00 a.m. and 1:00 p.m.

11. CLOSED SESSION:

City Attorney Phaedra Norton introduced the Closed Session Items and noted that Closed Session Item 11A would be held over until July 10, 2012.

A. *Public Employee Performance Evaluation*, Cal. Gov't Code §54957
Title: City Attorney

Action: None taken. Item held over to July 10, 2012.

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

DRAFT

Action: Council provided direction to staff.

12. ADJOURNMENT:

Motion by Councilmember Bublak, seconded by Councilmember DeHart, to adjourn at 9:38 p.m. Motion carried unanimously.

RESPECTFULLY SUBMITTED

_____

Stacey Tonarelli
Deputy City Clerk

DRAFT

5C

Council Synopsis

July 10, 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 improvements for City Project No. 12-34, "MV & GSB RR Crossing," and authorizing the City Engineer to file a Notice of Completion

2. DISCUSSION OF ISSUE:

On May 24, 2012, the City Manager declared an emergency for the maintenance of the UPRR crossing at Monte Vista Avenue, in accordance with Resolution 2012-028.

On June 12, 2012, Council awarded a contract in the amount of $60,500 to George Reed Inc. of Modesto, California for City Project 12-34, "MV & GSB RR Crossing."

The Contractor and UPRR have completed the crossing upgrade without any major disruption to service and within the time frame expected. All work was completed in accordance with UPRR Standards. According to UPRR, this crossing should not need maintenance for another 10+ years.

On June 27, 2012 the City Manager terminated the emergency action as the work had been completed.

All work has been completed in accordance with the contract documents and direction from the City Engineer. Staff requests authorization to file a Notice of Completion.

3. BASIS FOR RECOMMENDATION:

A) A Notice of Completion is required to be filed at the conclusion of a project pursuant to the Public Contracts Code.

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

Goal(s): a. Community Infrastructure
v) Provide safe and well-maintained streets for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are available for this project in line item number 217-50-511.51270 "Local Street Rehabilitation Project." This account is funded by the Section 2103 Gas Tax Dollars.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

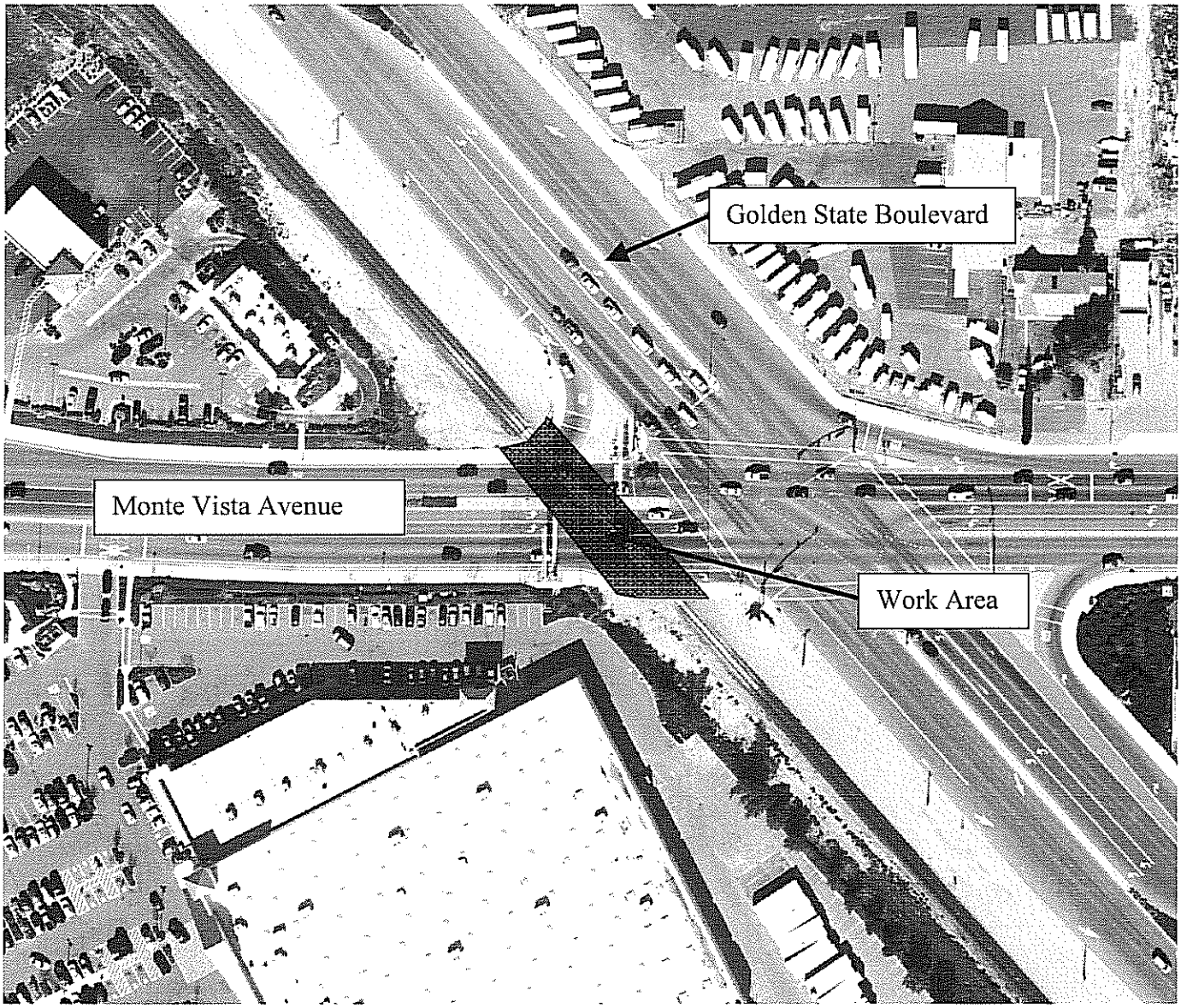
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not accept the improvements and authorize the City Engineer to file a Notice of Completion. Staff does not recommend this alternative as the items of work were completed in accordance with the contract documents and necessary for compliance with GO 72B and needed for public safety.

CITY PROJECT NO. 12-34
MV AND GSB UPRR CROSSING MAINTAINANCE
SITE PLAN



RECORDED AT THE REQUEST OF:
CITY OF TURLOCK

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

NOTICE OF COMPLETION
CITY PROJECT NO. 12-34
MONTE VISTA UPRR TRACK CROSSING MAINTENANCE

Notice is hereby given that work on the above-referenced project, at Monte Vista Avenue and the Union Pacific Railroad crossing, located in the City of Turlock easement within the UPRR right-of-way, was completed by the undersigned agency on July 10, 2012. The contractor of work was George Reed, Inc., P.O. Box 4760, Modesto, California 95352, and the owner is the City of Turlock, 156 South Broadway, Suite 150, Turlock, California, 95380. Kindly refer to said Project Number on all communications relating to this work.

VERIFICATION

I, the undersigned, City Engineer of the owner of the aforesaid interest, have read this notice; I know and understand the contents thereof; and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

CITY OF TURLOCK

_____
MICHAEL G. PITCOCK, PE
CITY ENGINEER
OWNER'S AGENT

Executed on July 11, 2012 at Turlock, California, Stanislaus County

5D

Council Synopsis

July 10, 2012

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

Prepared by: Jeff Haney, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 1 in the amount of $1,650 (Fund 228) for City Project No. 11-56, "Dale Pinkney Park Arbor," bringing the contract total to $12,930

2. DISCUSSION OF ISSUE:

On March 27, 2012, staff awarded a contract in the amount of $11,280 to Bigler Construction of Turlock, California for "Dale Pinkney Park Arbor."

Change Order History	Amount	City Council Meeting
Original Contract	$11,280	March 27, 2012
Change Order No. 1	$1,650	July 10, 2012
Adjusted Contract Total	$12,930	

Change order No. 1 includes:

The expenses incurred in repairing the existing concrete slab that was out of level. This work was needed so that the arbor structure would sit level on the concrete slab.

3. BASIS FOR RECOMMENDATION:

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

B) The changes were needed to complete all work in accordance with the project plans and City Standards.

Strategic Plan Initiative H. COMMUNITY PROGRAMS, FACILITIES AND INFRASTRUCTURE

Goal(s): a. Community Infrastructure

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

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds have been encumbered in line item number 228-60-606.51270 and are available for contingencies such as this Contract Change Order No. 1. The original contract amount of $11,280 will be increased in the amount of $1,650 bringing the total contract to $12,930.

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

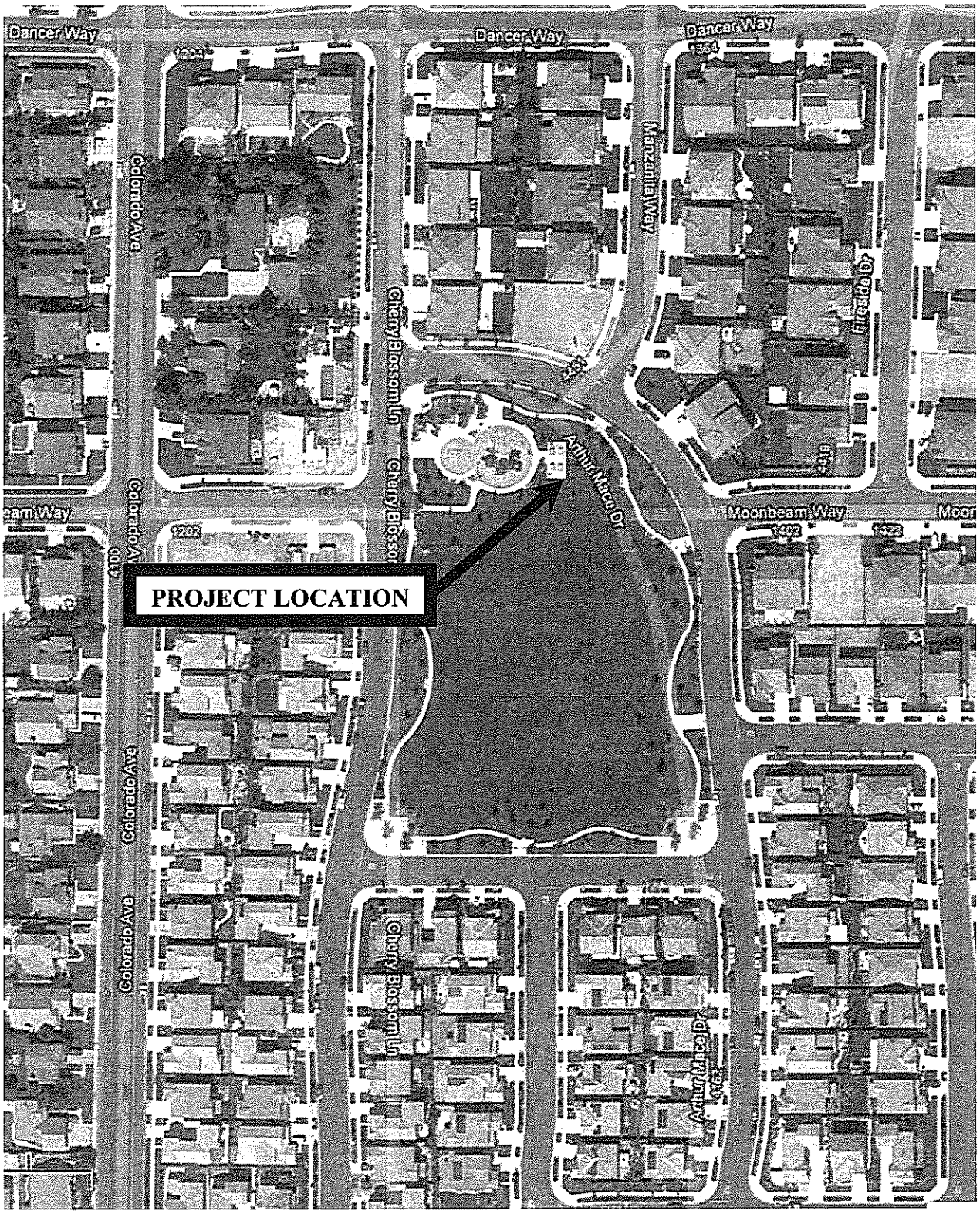
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Not approve Change Order No. 1. This option is not recommended by City Staff because the extra work specified was needed to comply with City standards, as well as the project plans and specifications.

City Project No. 11-56
Dale Pinkney Park Arbor



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Bigler Construction
P.O. Box 3848
Turlock, CA 95381
(209) 632-2644

Project Name:	Dale Pinkney Park Arbor
Project No.:	11-56
Awarded on:	March 27, 2012
Original Contract Amount:	$11,280.00
Increase to contract:	$1,650.00
Increase percentage:	14.6%
New Contract Total:	$12,930.00

Change Order No	1

Description of change order:
Remove and reinstall foundation work to repair out of level condition of existing concrete slab

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

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

☐ ***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: 10-Jul-12 **Change Order No.:** 1
Project Name: Dale Pinkney Park Arbor

Bigler Construction
P.O. Box 3848
Turlock, CA 95381

Project No.: 11-56
Contract For: $11,280.00
Contract Award Date: March 27, 2012

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

ITEM		Unit:	Quantity:	Unit Price:	Total:
1	Repair out of level concrete slab	LS	1	$1,650.00	$1,650.00
			Total this CCO=		$1,650.00
The original contract sum =					**$11,280.00**
Net change by previous change orders =					**$0.00**
#REF!					**$1,650.00**
The new contract sum including this change order will be =					**$12,930.00**
The contract time will be increased by (10) working days.					

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
City Manager

5E

Council Synopsis

July 10, 2012

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

Prepared by: Alfonso Zepeda, Senior Engineering Technician

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Awarding bid and approving an agreement in the amount of $179,762 from Fund 420-52-551.51127 "Water System Repair/ Replacement Expenses" with Rolfe Construction of Atwater, California, for City Project No. 12-19, "Angelus Street Waterline Replacement"

2. DISCUSSION OF ISSUE:

On June 19, 2012, four (4) bids were received for City Project No. 12-19, "Angelus Street Waterline Replacement". Rolfe Construction of Atwater, California, was the lowest responsible bidder with a bid in the amount of $179,762.

Bid Summary:

COMPANY NAME	BID AMOUNT
Rolfe Construction	$179,762.00
Mid Cal Pipeline & Utilities, Inc.	$182,140.00
Taylor Backhoe Service, Inc.	$211,289.00
Haskell & Haskell Engineering & Construction Services, Inc.	$247,504.82

The completed project will replace and upsize a total of approximately 1,000 lineal feet of water main pipe on Angelus Street and South Orange Street.

3. BASIS FOR RECOMMENDATION:

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

B) This project will replace and upsize a total of approximately 1,000 lineal feet of water main pipe on Angelus Street and South Orange Street.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
ii. Water

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Contractor Bid Cost	Construction Contingency	Construction Engineering & Inspection	Preliminary Engineering
$224,762.00	$179,762.00	$18,000.00	$18,000.00	$9,000.00

Funding is available in Fund 420-52-551.51127, "Water System Repair/Replacement Expenses" for the proposed work. These funds are specifically for the repair/replacement of water main pipe.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

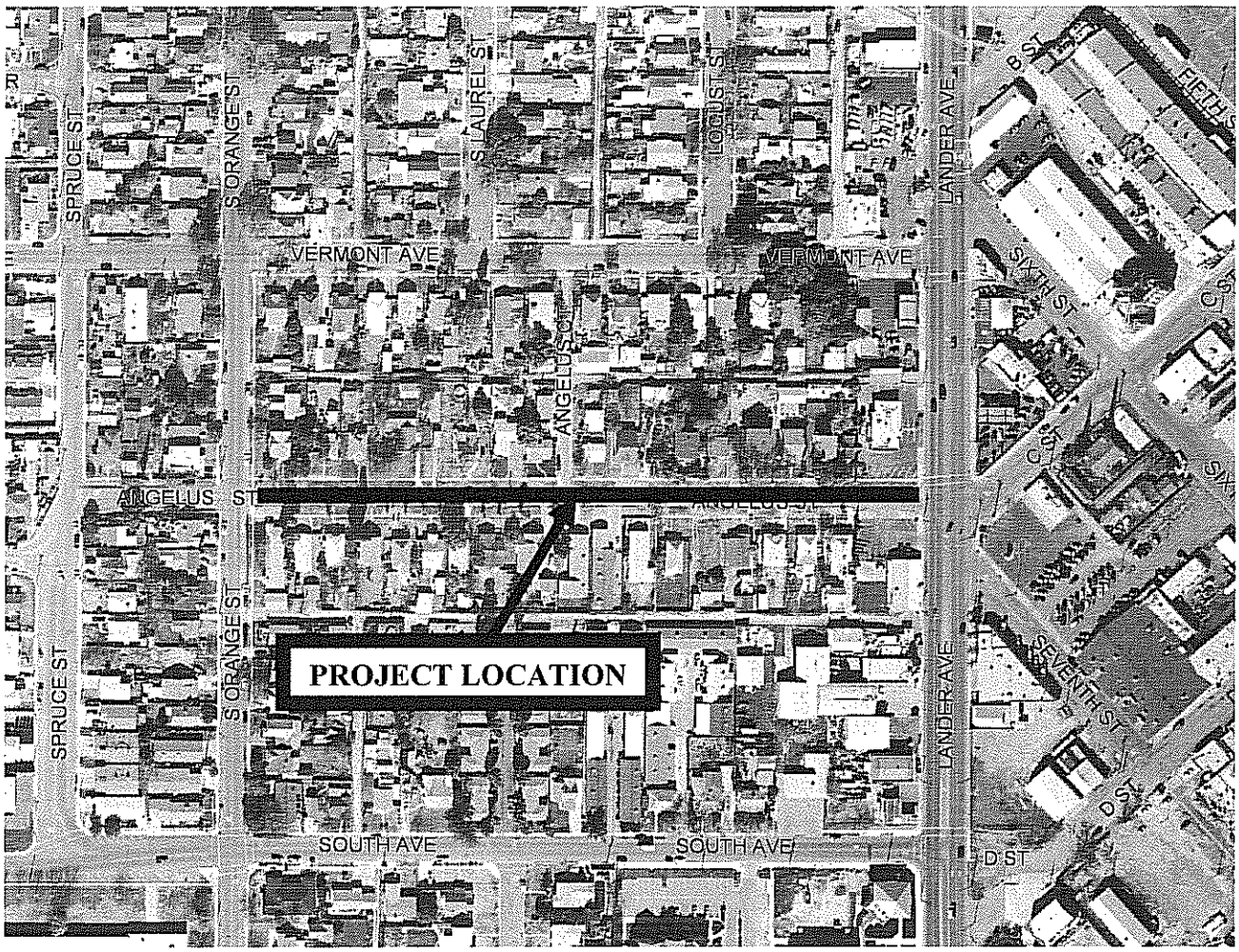
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

Reject all bids submitted for this project. Staff does not recommend this alternative because the improvements are needed.

City Project No. 12-19
Angelus Street Waterline Replacement



CITY OF TURLOCK

BIDDER'S SUMMARY

PROJECT TITLE: Angelus Street Waterline Replacement
PROJECT NUMBER: 12-19
BID OPENING: June 19, 2012
2:00 P.M.
ANTICIPATED COUNCIL AWARD DATE: July 24, 2012

						1		2		3		4	
				ENGINEER'S EST.		Rolfe Construction		Mid Cal Pipeline & Utilities		Taylor Backhoe Service, Inc.		HHEC	
Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	LS	1	$9,863.10	$9,863.10	$7,000.00	$7,000.00	$7,000.00	$7,000.00	$2,000.00	$2,000.00	$11,090.00	$11,090.00
2	Traffic control	LS	1	$5,000.00	$5,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$2,000.00	$5,732.00	$5,732.00
3	Construction project sign	EA	2	$500.00	$1,000.00	$1,500.00	$3,000.00	$1,300.00	$2,600.00	$500.00	$1,000.00	$895.00	$1,790.00
4	Storm Water Best Management Practices	LS	1	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$1,200.00	$1,200.00	$1,000.00	$1,000.00	$3,672.00	$3,672.00
5	Remove existing improvements	LS	1	$15,000.00	$15,000.00	$2,000.00	$2,000.00	$4,000.00	$4,000.00	$2,000.00	$2,000.00	$8,488.00	$8,488.00
6	Remove and salvage existing improvements	LS	1	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$500.00	$500.00	$1,000.00	$1,000.00	$5,060.00	$5,060.00
7	Connection to existing waterline main	EA	2	$6,600.00	$13,200.00	$1,000.00	$2,000.00	$2,500.00	$5,000.00	$1,000.00	$2,000.00	$2,807.63	$5,615.26
8	Water main pipe (8" P.V.C. C-900 CL150)	LF	1,009	$38.00	$38,342.00	$58.00	$58,522.00	$50.00	$50,450.00	$62.00	$62,558.00	$72.49	$73,142.41
9	Waterline valve (8" gate)	EA	1	$1,300.00	$1,300.00	$1,500.00	$1,500.00	$2,400.00	$2,400.00	$1,900.00	$1,900.00	$2,838.13	$2,838.13
10	Waterline fitting (8x6 tee)	EA	2	$350.00	$700.00	$500.00	$1,000.00	$500.00	$1,000.00	$500.00	$1,000.00	$819.62	$1,639.24
11	Waterline fitting (8" 45 degree bend)	EA	4	$550.00	$2,200.00	$500.00	$2,000.00	$400.00	$1,600.00	$250.00	$1,000.00	$695.00	$2,780.00
12	Water main pipe (6" P.V.C. C-900 CL150)	LF	26	$26.00	$676.00	$40.00	$1,040.00	$60.00	$1,560.00	$50.00	$1,300.00	$130.92	$3,403.92
13	Waterline valve (6" gate)	EA	2	$1,100.00	$2,200.00	$1,200.00	$2,400.00	$2,000.00	$4,000.00	$750.00	$1,500.00	$1,075.00	$2,150.00
14	Service lines (1" service)	EA	36	$1,200.00	$43,200.00	$900.00	$32,400.00	$700.00	$25,200.00	$1,400.00	$50,400.00	$1,125.53	$40,519.08
15	Valve box	EA	3	$55.00	$165.00	$100.00	$300.00	$300.00	$900.00	$100.00	$300.00	$463.69	$1,391.07
16	Fire hydrant	EA	2	$2,500.00	$5,000.00	$3,000.00	$6,000.00	$3,000.00	$6,000.00	$3,600.00	$7,200.00	$2,742.71	$5,485.42
17	Earthwork	LS	1	$1,200.00	$1,200.00	$5,000.00	$5,000.00	$20,000.00	$20,000.00	$17,000.00	$17,000.00	$14,018.00	$14,018.00
18	Aggregate base	CY	191	$65.00	$12,415.00	$40.00	$7,640.00	$70.00	$13,370.00	$81.00	$15,471.00	$96.47	$18,425.77
19	Hot mix asphalt	TON	270	$162.00	$43,740.00	$130.00	$35,100.00	$110.00	$29,700.00	$130.00	$35,100.00	$127.65	$34,465.50
20	Adjust frames and covers to grade	EA	3	$410.00	$1,230.00	$200.00	$600.00	$400.00	$1,200.00	$500.00	$1,500.00	$395.00	$1,185.00
21	Minor concrete (curb and gutter)	LF	14	$15.00	$210.00	$40.00	$560.00	$50.00	$700.00	$50.00	$700.00	$200.71	$2,809.94
22	Thermoplastic crosswalk stripe (12" yellow)	LF	52	$5.00	$260.00	$50.00	$2,600.00	$25.00	$1,300.00	$40.00	$2,080.00	$29.34	$1,525.68
23	Thermoplastic pavement markings	SQFT	18	$5.10	$91.80	$50.00	$900.00	$20.00	$360.00	$60.00	$1,080.00	$12.85	$231.30
24	Blue fire hydrant markers (Type BB)	EA	2	$10.00	$20.00	$100.00	$200.00	$50.00	$100.00	$100.00	$200.00	$23.55	$47.10
Total =					$207,012.90		$179,762.00		$182,140.00		$211,289.00		$247,504.82

AGREEMENT

FOR PUBLIC IMPROVEMENT

Project No. 12-19

Angelus Street
Waterline Replacement

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

ROLFE CONSTRUCTION
3573 Southern Pacific Avenue
Atwater, CA 95301

hereinafter called "Contractor" on this 10th day of July, 2012 (hereinafter called the "Agreement").

RECITALS

A City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided and execution of this contract.

B A notice was duly published for bids for the contract for the improvement hereinafter described.

C On July 10, 2012, after notice duly given, the City Council of the City of Turlock awarded the contract for the construction of the improvements hereinafter described to Contractor, which Contractor said Council found to be the lowest responsible bidder for said improvements.

D City and Contractor desire to enter into this Agreement for the construction of said improvements.

IT IS AGREED AS FOLLOWS:

1. **SCOPE OF WORK:**
Contractor shall perform the work described briefly as follows:

The work consists, in general, of: Mobilization, implementation of traffic control plan, remove existing improvements, remove and salvage existing improvements, installation of

waterline main pipes, service lines, installation of fire hydrants, earthwork, aggregate base, hot mix asphalt, minor concrete, traffic striping and furnishing all necessary labor, materials, tools, equipment and incidentals needed to perform the improvements as shown on the contract plans complete and in place. This work shall be completed in accordance with the Standard Specifications, standard Drawings and these Special Provisions.
The aforesaid improvements are further described in the plans, specifications and technical requirements for such project, copies of which are on file in the office of the City Engineer, and which are incorporated herein by reference as if set forth fully herein.

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

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

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

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

4. **EQUIPMENT & PERFORMANCE OF WORK:**
Contractor shall furnish all tools, equipment, facilities, labor and materials necessary to perform and complete in good workmanlike manner the work of general construction as called for and in the manner designated in and in strict conformity with the plans and specifications for said work, which said specifications are entitled, "General Conditions and Special Provisions for **City Project No. 12-19, "Angelus Street Waterline Replacement."**

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

5. **CONTRACT PRICE:**

City shall pay, and Contractor shall accept in full payment for the work above agreed to be done, an amount not to exceed **One Hundred Sixty Two Thousand Twenty and NO/100ths Dollars ($162,020.00).** Said amount shall be paid in installments as hereinafter provided.

6. **TIME FOR PERFORMANCE:**

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

7. **RIGHTS OF CITY TO INCREASE WORKING DAYS:**

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

8. **OPTION OF CITY TO TERMINATE AGREEMENT IN EVENT OF FAILURE TO COMPLETE WORK:**

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

9. **LIQUIDATED DAMAGES:**

In the event the Contractor, for any reason, shall have failed to perform the work herein

specified to the satisfaction of the City Engineer within the time herein required, the City may, in lieu of any other of its rights authorized by paragraph 8 of this agreement, deduct from payments or credits due Contractor after such breach, a sum equal to **Two Thousand Seventy** and no/100ths Dollars **($2070.00)** for each calendar day beyond the date herein provided for the completion of such work. This deduction shall not be considered a penalty but shall be considered as liquidated damages. The aforementioned rate of deduction is an amount agreed to by the Contractor and the City as reasonably representing additional construction engineering costs incurred by the City if the Contractor fails to complete the work within the contract time. However, any deduction assessed as liquidated damages shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time. Due account shall be taken of any time extensions granted to the Contractor by the City. Permitting the Contractor to continue work beyond the contract completion date shall not operate as a waiver on the part of the City of any of its rights under the contract nor shall it relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the project or other projects caused by a failure of the assessed Contractor to complete the work within the contract time.

10. PERFORMANCE BY SURETIES:

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

11. DISPUTES PERTAINING TO PAYMENT FOR WORK:

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

12. PERMITS, COMPLIANCE WITH LAW:

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

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

14. **INSPECTION BY CITY:**
Contractor shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work and to the shops wherein the work is in preparation.

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

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

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

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

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

18. **OTHER CONTRACTS:**

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

19. **PAYMENTS TO CONTRACTOR:**

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

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

20. **CONTRACT SECURITY:**

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

21. **HOLD-HARMLESS AGREEMENT AND CONTRACTOR'S INSURANCE:**

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

22. **CONTRACTOR'S INSURANCE:**

Contractor shall not commence work under this Agreement until Contractor has obtained City's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which

may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

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

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

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

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

(4) Surety bonds as described below.

(5) Errors and Omissions/Professional Liability Insurance (if *Design/Build*).

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

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

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

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

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

(5) Errors and Omissions/Professional Liability: $1,000,000 per claim as needed for design/build.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its

elective and appointive boards, officers, agents, employees, and volunteers; or (b) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

(1) City, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to Contractor's insurance (CG 20 10 for ongoing operations and CG 20 37 for products/completed operations, or their equivalent), or as a separate owner's policy that is at least as broad as the ISO Form CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor.

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

(3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to City under any of the required insurance coverages, the insurer, broker/producer, or Contractor shall provide City with 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 or with an insurer to which the City has provided prior approval.

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

required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

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

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

23. PROOF OF CARRIAGE OF INSURANCE:

Contractor shall furnish City concurrently with the execution hereof, satisfactory proof of carriage of the insurance required, and that Contractor shall give City at least sixty (60) days prior notice of the cancellation of any policy during the effective period of this contract.

24. WAGES & HOURS OF EMPLOYMENT:

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

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

25. EMERGENCY - ADDITIONAL TIME FOR PERFORMANCE - PROCUREMENT OF MATERIALS:

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

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

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

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

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

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

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

(d) City may terminate this agreement, in which case Contractor shall be entitled to proportionate compensation at the agreed rate for such portion of the agreement as may have been performed. Such termination shall be authorized by resolution of the Council.

Notice thereof shall be forthwith given in writing to Contractor, and this agreement shall be terminated upon receipt by Contractor of such notice.

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

26. PROVISIONS CUMULATIVE:

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

27. TAXES:

Contractor shall cooperate with City to the full extent possible to maximize the local allocation of California sales and use tax to the City. Such cooperation shall include but not be limited to:

(a) Use Tax Direct Payment Permits. Contractor shall apply for, obtain and utilize, to the maximum extent reasonable, a California Use Tax Direct Payment Permit.

(b) Purchases of $500,000 or More. Contractor shall require vendors and suppliers located outside California from whom Contractor makes purchase of $500,000 or more to allocate the use tax to the City.

Additional information regarding use tax and the Permit can be found in the State of California Board of Equalization, Sales and Use Tax Regulations, Regulation 1699.6, Use Tax Direct Payment Permits, or on the web site for the Board of Equalization at http://www.boe.ca.gov/sutax/sutprograms.htm

28. NOTICES:

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

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

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

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

_____
_____
_____

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

_____
_____
_____
_____

28. INTERPRETATION:

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

29. ANTITRUST CLAIMS:

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

IN WITNESS WHEREOF, three identical counterparts of this agreement, consisting of a total of 18 pages, each of which counterparts shall for all purposes be deemed an original of said agreement, have been duly executed by the parties hereinabove named, on the day and year first herein above written.

(Attach Contractor's Seal Here)

CONTRACTOR

_____

_____

Print Name

Address: _____

_____

_____

Phone: _____

Date: _____

Federal Tax ID or
Social Security Number: _____

CITY OF TURLOCK, a municipal corporation

_____

Roy W. Wasden, City Manager

APPROVED AS TO SUFFICIENCY:

_____

Michael G. Pitcock, PE
Director of Development Services / City engineer

APPROVED AS TO FORM:

_____

Phaedra A. Norton, City Attorney

ATTEST:

_____

Kellie E. Weaver, City Clerk

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole Surety, in the State of California, and held and firmly bound unto the City of Turlock, a municipal corporation of the State of California, in the sum of _____Dollars ($_____) for the payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 12-19, "Angelus Street Waterline Replacement,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void, otherwise to remain in full force and effect.

No prepayment or delay in payment and no changes, extension, addition or alteration of any provision of said contract or in any plans and specifications referred to herein, and no forbearance on the part of the City shall operate to release the Surety from liability on this Bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

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Dated this _____day of _____, 20__.

_____
(Principal)
By: X_____

By: X_____

_____
(Surety)
By: X_____

By: X_____

Address:_____

_____
(Zip)
Phone:_____

(Attach Acknowledgment
Both Principal's and Surety's
Attorney In Fact)

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BOND FOR LABOR AND MATERIAL

KNOW ALL BY THESE PRESENTS:

That _____, as Principal, and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole Surety, in the State of California, as Surety, are held and firmly bound unto any and all material, men, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the Contractor, company, or corporations in the just and full sum of_____ Dollars ($_____) for payment thereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: Whereas the above bounden Principal has entered, or is about to enter, into a certain contract with the City of Turlock, entitled "Agreement for **City Project No. 12-19, "Angelus Street Waterline Replacement,"** a true and correct copy of which agreement is presently on file in the office of the City Clerk of the City of Turlock, which said agreement is hereby referred to and made a part hereof.

NOW, THEREFORE, if the above bounden Principal or said Principal's subcontractors, fail to pay for any materials, provisions provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filled and proceedings had in connection therewith as required by the provisions of Sections 5100, et. seq., inclusive, of the Public Contracts Code of the State of California, and any amendments thereof; provided, also, that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said contract or in said plans and specifications agreed to between the Principal and

the City, and no forbearance on the part of the City, shall operate to release the Surety from liability on this bond, and consent to make such alterations without further notice to or consent by the Surety is hereby given, and the Surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

Dated this _____ day of _____, 20__.

_____
(Principal)

By: X_____

By: X_____

_____
(Surety)

By: X_____

By: X_____

Address:_____

_____
(Zip)
Phone:_____

(Attach Acknowledgment
Both Principal's and
Surety's Attorney In Fact)

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Council Synopsis

July 10, 2012

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

Prepared by: Stephen Fremming, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement for materials testing and special inspection services in the amount of $290,000 (Fund 415) with Kleinfelder West, Inc. of Merced, California, for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1"

2. DISCUSSION OF ISSUE:

The City of Turlock has a need for geotechnical consulting, construction materials testing, and special inspections services for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1." City staff is unable to insure compliance with the project standards without this specialized inspection service.

Each year, City staff advertises a Request for Proposals (RFP) for interested firms to submit their qualifications for "on call" geotechnical and materials testing services for various construction projects during a given fiscal year. Kleinfelder West, Inc. has been selected by the City to provide these services on the City's capital improvement projects for over ten years. Kleinfelder West, Inc. has proven to be a very capable consultant based on City staff's experience with the level of quality and professionalism of their work.

The City Council approved an annual retainer agreement with Kleinfelder West, Inc. for Fiscal Year 2010-11 on July 13, 2010. The City Manager opted to extend the term of the agreement through Fiscal Year 2011-12, and then again for Fiscal Year 2012-13 via written notification. The total compensation amount under the current retainer agreement is $400,000. The total amount of Service Request obligations to date is $307,394.

City staff requested that Kleinfelder provide a detailed cost estimate for providing materials testing services for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1." The cost proposal provided to the City totaled $290,000, to be billed on actual time and materials used in the performance of the work. As the cost proposal for the subject project exceeds the amount available under the current retainer

agreement, staff requests that Council approve a separate agreement with Kleinfelder West, Inc. for geotechnical, materials testing, and special inspections services for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion - Phase 1."

3. BASIS FOR RECOMMENDATION:

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

B) Kleinfelder has a long history of providing quality services to the City.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
iii. Wastewater
Materials testing services provide the City with quality assurance of the construction materials and practices for this treatment plant expansion project

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Budget Transfer: $190,000 from line number 415-51-537.51270, "Construction Project" to line item 415-51-537.43330, "Inspection Services". The current budgeted amount under line item 415-51-537.43330, "Inspection Services" is $100,000. The purpose of the budget transfer is to fully fund the pertinent line item by increasing the budgeted amount to a total of $290,000 in order to cover the scope of work provided for under Kleinfelder's cost proposal.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

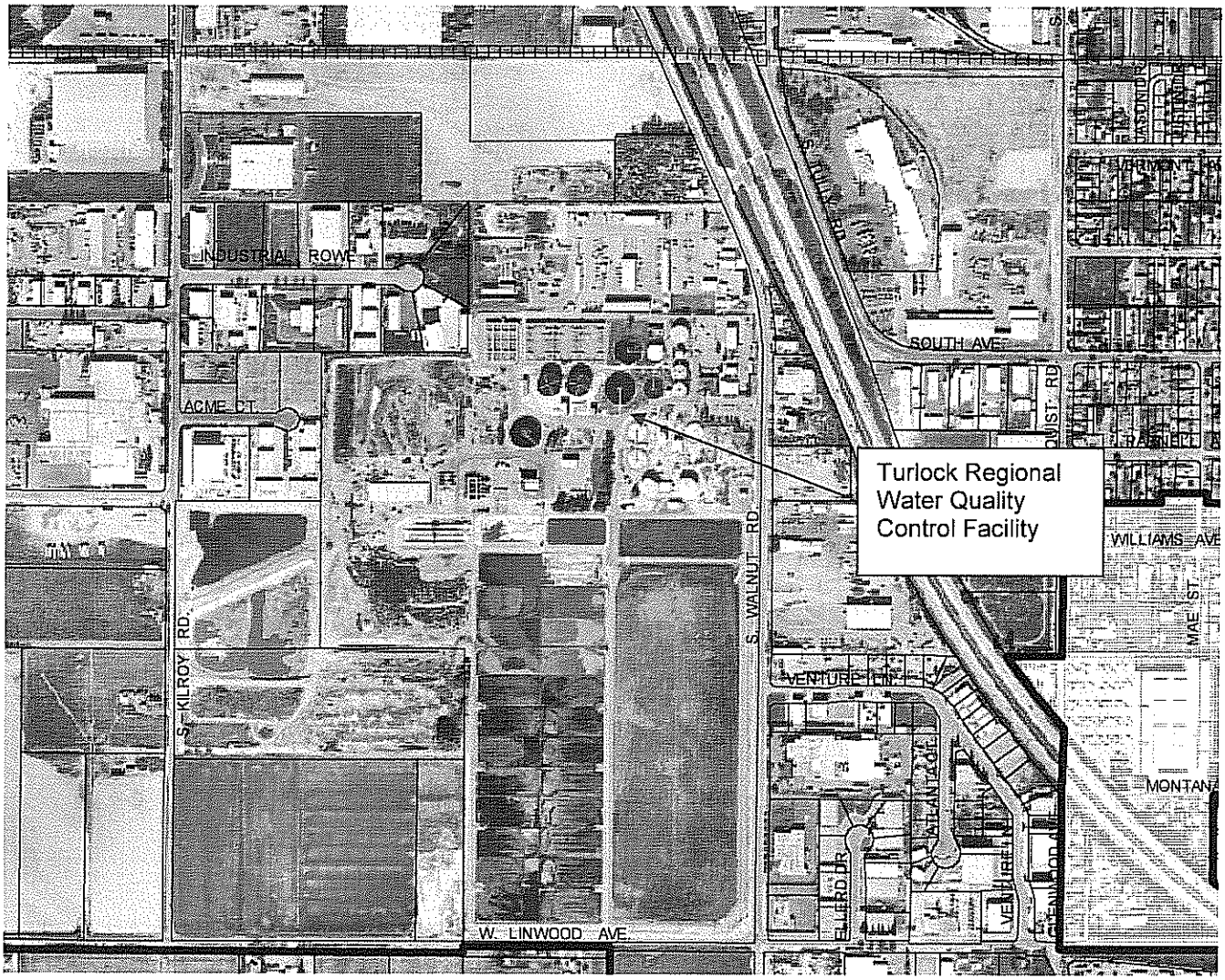
7. ALTERNATIVES:

A. Not approve the Agreement. This action is not recommended because there is a need for geotechnical consulting, construction materials testing, and special inspections services for the Headworks and Secondary Treatment Capacity Expansion project.

B. Go through an RFP process to receive proposals from other materials testing firms. This action is not recommended as Kleinfelder has proven to be a very capable and fair consultant to work with and has provided quality services to the City for many years.

Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Expansion - Phase 1

City Project No. 0751



AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
Kleinfelder West, Inc.
for
Materials Testing and Special Inspection Services
CONTRACT NO. 12-030

THIS AGREEMENT is made this 10th day of July, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Kleinfelder West, Inc.**, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for Materials Testing and Special Inspection Services for City Project No. 0751, "Turlock Regional Water Quality Control Facility Headworks and Secondary Treatment Capacity Expansion Project – Phase 1"; 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.

OK for Agenda

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 Two Hundred Ninety Thousand and no/100^{ths} Dollars ($290,000.00). CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect for a period of thirty six months (36) beginning July 11, 2012 and ending July 11, 2015, 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: **KLEINFELDER WEST, INC.**
121 HERON WAY, SUITE D
MERCED, CA 95341
PHONE: (209) 384-7552
FAX: (209) 384-8218

FOR CITY: **CITY OF TURLOCK**
ATTN: MICHAEL G. PITCOCK, PE
ENGINEERING DIVISION
156 SOUTH BROADWAY, SUITE 150
TURLOCK, CALIFORNIA 95380-5454
PHONE: (209) 668-5599 EXT. 4417
FAX: (209) 668-5563

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

KLEINFELDER WEST, INC.

By: _____

Title: _____

Print name: _____

Date: _____

EXHIBIT A

KLEINFELDER
Bright People. Right Solutions.

File No. 117954.PROP2
June 4, 2012

Mr. Stephen Fremming, EIT
Assistant Engineer
156 S. Broadway, Suite 150
Turlock, CA 95380

Subject: **Cost Estimate for Materials Testing and Observation Services**
City of Turlock WQCF # 0750
Turlock, California

Dear Mr. Fremming:

Kleinfelder is pleased to present this cost estimate to provide materials testing and observation services for the Turlock WQCF Expansion project. The purpose of our materials testing and observation services will be to provide the project manager and client with field and laboratory data in order to assess compliance with the project plans and specifications. This cost estimate presents our anticipated scope of services, estimated costs and limitations.

PROJECT UNDERSTANDING

The project consists of the construction of two electrical buildings, headworks structure, aeration basin, and several other structures. There are also site sidewalks and roadways, underground utilities and other site improvements.

SCOPE OF SERVICES

We anticipate that the scope of services for materials testing and observations will include the following items:

- Native Soils Lab Curves
- Aggregate Base Lab Curves
- Aggregate Base Lab Qualification Testing
- Lab Qualification Testing for Various Materials
- Fill Placement and Compaction Testing at Structures
- Compaction Testing on Underground Utility Trench Backfill

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- Compaction Testing on Sidewalks (FSG)
- Compaction Testing on Roadways (FSG and FAB)
- Compaction Testing on Aggregate Base at Structures
- Drilled Pier Observation
- Retaining Wall Backfill Observation and Testing
- Concrete Lab Testing
- CLSM Lab Testing
- High Strength Grout Lab Testing
- Concrete Field Observation and Sampling
- CLSM Field Observation and Sampling
- High Strength Grout Field Observation and Sampling
- Masonry CMU Units Lab Testing
- Mortar Lab Testing
- Grout Lab Testing
- CMU Prism Lab Testing
- Mortar Field Observation and Sampling
- Grout Field Observation and Sampling
- CMU Prism Field Observation and Sampling
- CMU Building Reinforcing Steel Field Observation
- Reinforcing Steel Field Sampling
- Reinforcing Steel Field Observation at Structures
- Reinforcing Steel Lab Testing
- Water Stop Observation

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- Epoxy Dowel (Anchor Bolt) Field Observation
- HMA Lab Testing
- HMA Field Observation and Testing
- Shop Welding Observation
- Field Welding Observation
- Bolt Torque Testing
- Engineering Consultation as requested
- Project Management to coordinate and oversee testing and observation services
- Periodic reports summarizing testing and/or observation services

For the scope of services outlined, we will provide our services on a time-and-materials basis in accordance with our current City contract rates. Based on a limited review of the provided plans and our experience on similar type projects, our cost estimate for this project is **$290,000.00** (which includes a $14,258.00 contingency fund) as outlined in Appendix A. Details provided in Appendix A are rough estimates due to the lack of a construction schedule to assist in our estimation of various timelines. All other services requested that are not included in Appendix A will be provided in accordance with our current contract rates. Please note that the cost estimate is based on standard 8 hour work days. If overtime is required, the costs will be higher. Overtime and night work charges are outlined in the "Basis of Charges" included with our rate schedule.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

When our services are performed on an intermittent basis, we will be unable to provide an opinion regarding specification compliance unless our representative has sufficient opportunity to observe the work performed and/or tested.

Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

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The presence of our field representative does not constitute nor imply that Kleinfelder is providing any direction, supervision, or layout of the work of the contractor. Our services are not intended to, and therefore will not, include an evaluation of the safety practices of the contractor or his workmen. The contractor is solely responsible for achieving these items.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

We thank you for the opportunity to present this cost estimate. We trust that the information complies with your request. If you have any questions, or if we can be of further assistance, please contact us.

Respectfully submitted,

KLEINFELDER WEST, INC.

Monty M. Montgomery
Merced Materials Supervisor

Reviewed by:

Steven R. Davis, CEG 1471
Senior Associate

MMM:sj

Enclosures : Appendix A

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APPENDIX "A"

City of Turlock WQCF #0751
Turlock, California
Testing and Observation Services

The proposed scope of tests and observations is based upon a review of geotechnical reports, provided project plans and specifications and our experience with similar projects. Cost estimates for testing and observation services are itemized in each of the following categories. Our cost estimate for this project is **$290,000.00** which includes a $14,258.00 contingency fund.

SOILS SERVICES				
Soils (Lab)	**Tests**		**Rate**	**Total**
Native Soils (ASTM D-1557 - A)	4		$ 215.00	$ 860.00
Import Soils (ASTM D-1557 - A)	3		$ 215.00	$ 645.00
Aggregate Base (ASTM D-1557 - C)	2		$ 240.00	$ 480.00
Aggregate Base Qualification Testing	2		$ 1,042.00	$ 2,084.00
Class 2 Permeable - as per Section 02050-2.10-C	1		$ 555.00	$ 555.00
Drain Rock - as per Section 02050-2.01-D	1		$ 440.00	$ 440.00
Gravel - as per Section 02050-2.01-E	1		$ 440.00	$ 440.00
Sand - as per Section 02050-2.01-F	1		$ 400.00	$ 400.00
Select Import - as per Section 02050-2.01-G	1		$ 400.00	$ 400.00
Suitable Native Material - as per Section 02050-2.01-H	1		$ 220.00	$ 220.00
Stabilization Material - as per Section 02050-2.01-I	1		$ 750.00	$ 750.00
Soils (Field Observation and Testing)	**Visits**	**Hrs/Visit**	**Rate**	**Total**
Clearing and Grubbing	5	8	$ 82.00	$ 3,280.00
Scarify Starting Grade - Moisture Condition and Compact	6	8	$ 82.00	$ 3,936.00
Structure Fill Placement (3 to 10 feet of Fill) at Structures	12	8	$ 82.00	$ 7,872.00
Aggregate Base Placement at Structures	20	4	$ 82.00	$ 6,560.00
Sidewalks	6	4	$ 82.00	$ 1,968.00
Roadways - FSG	12	6	$ 82.00	$ 5,904.00
Roadways - FAB	12	6	$ 82.00	$ 5,904.00
Basin	4	4	$ 82.00	$ 1,312.00
Drilled Piers at Basin - Staff Professional	4	8	$ 140.00	$ 4,480.00
Retaining Walls - Staff Professional	6	6	$ 140.00	$ 5,040.00
Miscellaneous Soils	4	8	$ 82.00	$ 2,624.00
Underground Utility Trench Backfill Testing				
System Piping	40	5	$ 82.00	$ 16,400.00
Electrical	18	5	$ 82.00	$ 7,380.00
Miscellaneous Underground Utilities	6	4	$ 82.00	$ 1,968.00

CONCRETE SERVICES				
Concrete (Lab)	**Tests**		**Rate**	**Total**
Concrete Cylinders (60 sets of 4)	240		$ 30.00	$ 7,200.00
CLSM Cylinders (10 sets of 4)	40		$ 30.00	$ 1,200.00
Non Shrink Grout (6 sets of 4)	24		$ 30.00	$ 720.00
Miscellaneous Concrete (3 sets of 4)	12		$ 30.00	$ 360.00
Concrete (Field Observation and Sampling)	**Visits**	**Hrs/Visit**	**Rate**	**Total**
Concrete Pours	50	6	$ 82.00	$ 24,600.00
CLSM Pours	8	6	$ 82.00	$ 3,936.00
Non Shrink Grout	6	5	$ 82.00	$ 2,460.00
Miscellaneous Concrete	6	4	$ 82.00	$ 1,968.00
Pick-up Cylinders	45	3	$ 82.00	$ 11,070.00
Pick-up CLSM	8	3	$ 82.00	$ 1,968.00
Pick-up Non Shrink Grout	6	3	$ 82.00	$ 1,476.00
Pick-up Miscellaneous Concrete	6	3	$ 82.00	$ 1,476.00

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MASONRY SERVICES

Masonry (Lab)	Tests		Rate	Total
CMU Qualification Testing (2 block types) ASTM C 140	2		$ 400.00	$ 800.00
Prism Testing (2 sets of 3)	6		$ 110.00	$ 660.00
Grout Testing (8 sets of 7)	56		$ 30.00	$ 1,680.00
Mortar Testing (4 sets of 7)	28		$ 30.00	$ 840.00

Masonry (Field Observation and Sampling)	Visits	Hrs/Visit	Rate	Total
CMU Placement (including mortar sampling)	6	4	$ 91.00	$ 2,184.00
Reinforcing Steel Placement Observation	10	6	$ 91.00	$ 5,460.00
Grout Sampling	8	6	$ 91.00	$ 4,368.00
Pick-up Mortar	3	3	$ 82.00	$ 738.00
Pick-up Grout	3	3	$ 82.00	$ 738.00
Sample CMU Units	1	6	$ 82.00	$ 492.00

REINFORCING STEEL

Reinforcing Steel (Lab)	Tests		Rate	Total
Rebar Sizes (# 3,4,5,6,7,8, & 9) - 3 each (assume 3 heats) - Tensile & Bend	21		$ 90.00	$ 1,890.00

Reinforcing Steel Observation	Visits	Hrs/Visit	Rate	Total
Site Structures	45	6	$ 82.00	$ 22,140.00
Misc. Concrete	4	4	$ 82.00	$ 1,312.00

MISCELLANEOUS SERVICES

Field Observations	Visits	Hrs/Visit	Rate	Total
Water Stop Observations	40	4	$ 82.00	$ 13,120.00
Epoxy Dowel (Anchor Bolt) Observations	25	6	$ 82.00	$ 12,300.00

Equipment Usage	Visits		Rate	Total
Skidmore	2		$ 88.00	$ 176.00
Torque Wrench	10		$ 70.00	$ 700.00
Epoxy Dowel (Anchor Bolt) Pull Equipment	20		$ 176.00	$ 3,520.00

HMA PAVING

HMA (Lab)	Tests		Rate	Total
LTMD	1		$ 176.00	$ 176.00
Extraction & Gradation	1		$ 350.00	$ 350.00

HMA (Field)	Visits	Hrs/Visit	Rate	Total
HMA Compaction testing with nuclear gauge	8	7	$ 82.00	$ 4,592.00

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STEEL SERVICES				
Bolts	**Visits**	**Hrs/Visit**	**Rate**	**Total**
Bolt Torque Observation and Testing	10	8	$ 82.00	$ 6,560.00
Structural Steel				
Fabrication Shop Welding Observation	6	8	$ 91.00	$ 4,368.00
Structural Steel Field Welding Observation	10	8	$ 91.00	$ 7,280.00
Metal Decking Field Welding Observation	4	8	$ 91.00	$ 2,912.00

ENGINEERING SERVICES				
		Hours	**Rate**	**Total**
Project Management, safety meetings, quality assurance		70	$ 130.00	$ 9,100.00
Administrative Support, reporting, and document production		80	$ 65.00	$ 5,200.00
Staff Professional Engineer		50	$ 140.00	$ 7,000.00
Project Professional Engineer		20	$ 155.00	$ 3,100.00
Senior Professional Engineer		40	$ 190.00	$ 7,600.00
Principal Professional Engineer		18	$ 225.00	$ 4,050.00
			TOTAL :	**$ 275,742.00**

Contingency Fund (to be used only with prior permission)				$ 14,258.00
			TOTAL :	**$ 290,000.00**

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Council Synopsis

July 10, 2012

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

Prepared by: Stephen Fremming, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Accepting notification of Contract Change Order No. 2 in the amount of $2,290.80 (Fund 306) for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street," bringing the contract total to $491,473.33

2. DISCUSSION OF ISSUE:

On February 2, 2012, eight (8) bids were received for City Project No. 0939, "Storm Drain Pump Station at North Tegner Road and Sandstone Street." Floyd Johnston Construction Co., Inc. of Clovis, California, was the lowest responsible bidder with a bid in the amount of $482,602.60.

Change Order History:

	Amount	City Council Meeting
Original Contract	$ 482,602.60	2/28/2012
Change Order No. 1	$ 6,579.93	6/12/2012
Change Order No. 2	$ 2,290.80	7/10/2012
Adjusted Contract Total	$ 491,473.33	

Change Order No. 2 Items:

1. **$862.50.** Removal and disposal of a buried steel 55 gallon drum per Environmental Protection Agency requirements for hazardous material. This drum was encountered during trench excavation for the new force main pipe.
2. **$1,428.30.** The concrete slab to the east of the pump station was not called out on the plans to receive reinforcing steel. This item adds reinforcing steel to the concrete pad for increased loading capabilities during future maintenance operations.

3. BASIS FOR RECOMMENDATION:

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

B) The change order items are necessary for the removal of a buried steel drum and to add reinforcing steel to a concrete slab.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s): b Address growth related issues (current and future)
vi. Storm water management
This project will increase the City's ability to effectively manage storm water.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are encumbered and budgeted for construction contingencies such as this Contract Change Order No. 2.

No General Fund money will be used for this project.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

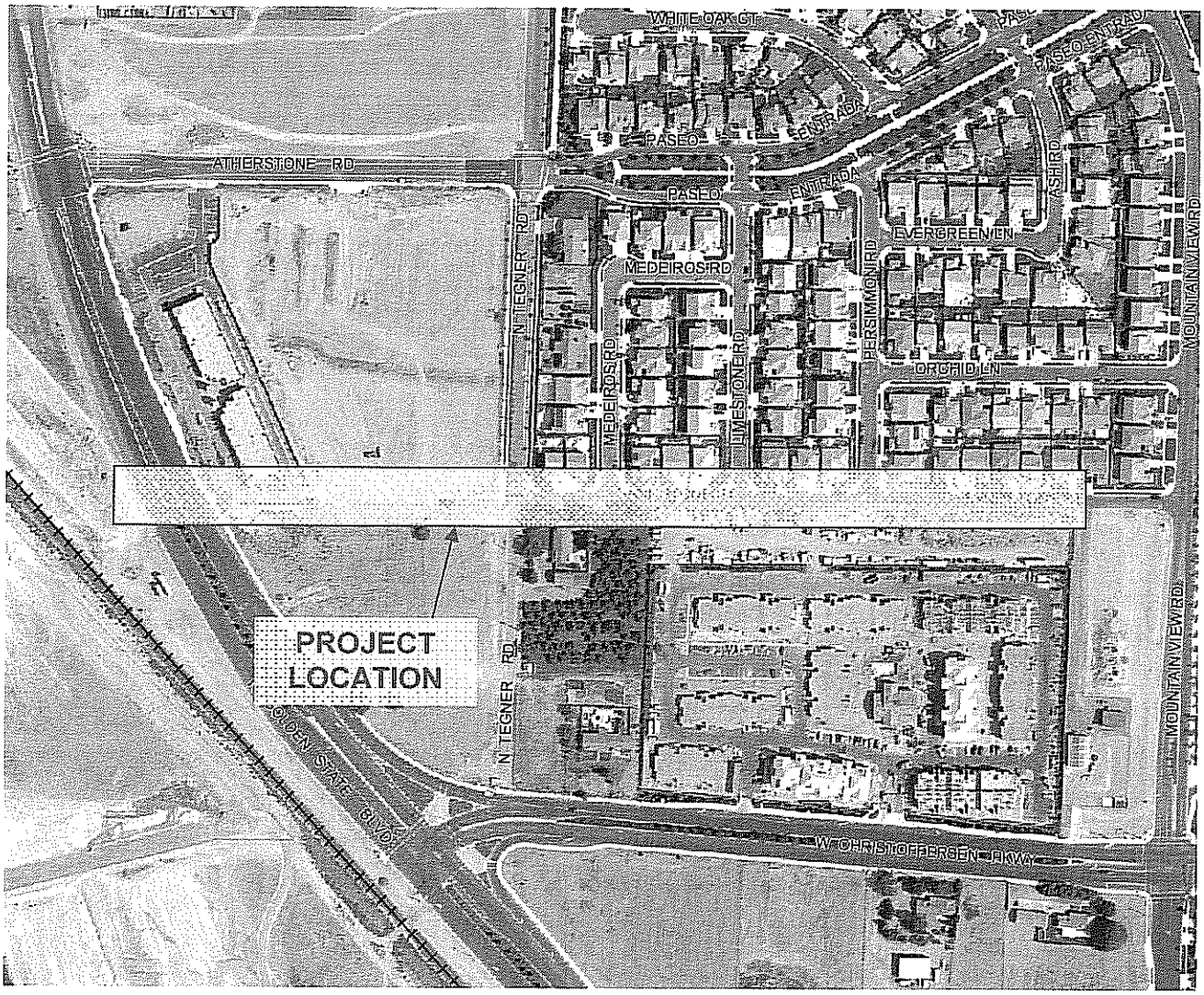
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve Change Order No. 2. This option is not recommended by City Staff as the extra work items are necessary for the removal of a buried steel drum and to add reinforcing steel to a concrete slab.

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



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

Floyd Johnston Construction Co., Inc.
2301 Herndon
Clovis, CA 93612
559-299-7373

Project Name:	Storm Drain Pump Station at North Tegner Road and Sandstone Street
Project No.:	0939
Awarded on:	February 28, 2012
Original Contract Amount:	$482,602.60
Increase to contract:	$2,290.80
Increase percentage:	0.5%
Increase of previous CCOs:	$6,579.93
Cumulative percentage:	1.8%
New Contract Total:	$491,473.33

Change Order No. 2

Description of change order:

A) Removal of buried steel drum per EPA requirements for hazardous material. $862.50
B) Add reinforcing steel to concrete slab. $1,428.30

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

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

[ ] ***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: 10-Jul-12 **Change Order No.:** 2
Project Name: Storm Drain Pump Station at North Tegner Road and Sandstone Street

Floyd Johnston Construction Co., Inc.
2301 Herndon
Clovis, CA 93612

Project No.: 0939
Original Contract $482,602.60
Contract Award Date: February 28, 2012

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

ITEM		Unit:	Quantity:	Unit Price:	Total:
A.	Removal of buried steel drum per EPA requirements for hazardous material	LS	1	$862.50	$862.50
B.	Add reinforcing steel to concrete slab	LS	1	$1,428.30	$1,428.30
			Total this CCO=		**$2,290.80**
The original contract sum =					**$482,602.60**
Net change by previous change orders =					**$6,579.93**
The contract sum will be (increased) by this Change Order =					**$2,290.80**
The new contract sum including this change order will be =					**$491,473.33**
The contract time will be increased by (3) working days.					

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
City Manager

5H

Council Synopsis

July 10, 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 a Memorandum of Understanding between the law enforcement agencies of Stanislaus County to develop protocol to support multi-jurisdictional SWAT responses pursuant to the recommendations of the POST SWAT operational guidelines and standardized training recommendations and authorizing the Chief of Police to sign the Memorandum of Understanding on behalf of the City of Turlock Police Department

2. DISCUSSION OF ISSUE:

Stanislaus County law enforcement agencies have a long standing history of providing distinguished service to local communities served both individually and collectively. Our agencies have excelled at sharing resources, developing multi-agency task forces, inter-agency training and inter-operable communications.

In 2005 and then revised in 2006, the California Commission on Peace Officer Standards and Training (POST) developed SWAT Operational Guidelines and Standardized Training Recommendations.

Consideration of the California Attorney General's Blue Ribbon SWAT Report 2002 was considered at each step in the process and used as a guiding document in developing the POST SWAT Operational Guidelines and Standardized Training recommendations.

The operational guidelines reference Multi-Jurisdictional SWAT Operations and recommends that the SWAT team, including relevant specialized units and supporting resources, should develop protocols, agreements, or working relationships to support multi-jurisdictional or regional responses.

The Legislature has provided for mutual aid during any state of war emergency or state of emergency pursuant to Government Code sections 8615-8616 and during periods other than state of war emergency or state of emergency has provided political subdivisions authority to exercise mutual aid powers in

accordance with the Master Mutual Aid Agreement, local ordinances, resolutions, agreements, and plans therefore.

The intent of this Memorandum of Understanding is to develop protocol to support multi-jurisdictional SWAT responses pursuant to the recommendations of the POST SWAT Operational Guidelines and Standardized Training Recommendations.

This Memorandum of Understanding is not intended to create a Countywide SWAT Team or governing body to oversee regional SWAT Operations.

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)(b) Enhance internal and external communication and teamwork

4. FISCAL IMPACT / BUDGET AMENDMENT:

None.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

A. Council could decline the MOU between the law enforcement agencies of Stanislaus County. However, staff does not recommend this as an alternative.

Memorandum of Understanding
Between
The Law Enforcement Agencies
Of
Stanislaus County

Whereas, Stanislaus County law enforcement agencies have a long standing history of providing distinguished service to local communities served both individually and collectively. Our agencies have excelled at sharing resources, developing multi-agency task forces, inter-agency training and inter-operable communications; and

Whereas, in 2005 and then revised in 2006, the California Commission on Peace Officer Standards and Training (POST) developed SWAT Operational Guidelines and Standardized Training Recommendations; and

Whereas, consideration of the California Attorney General's Blue Ribbon SWAT Report 2002 was considered at each step in the process and used as a guiding document in developing the POST SWAT Operational Guidelines and Standardized Training recommendations; and

Whereas, the operational guidelines reference Multi-Jurisdictional SWAT Operations and recommends that the SWAT team, including relevant specialized units and supporting resources, should develop protocols, agreements, or working relationships to support multi-jurisdictional or regional responses; and

Whereas, the Legislature has provided for mutual aid during any state of war emergency or state of emergency pursuant to Government Code sections 8615-8616 and during periods other than state of war emergency or state of emergency has provided political subdivisions authority to exercise mutual aid powers in accordance with the Master Mutual Aid Agreement, local ordinances, resolutions, agreements, and plans therefore; and

Whereas, the intent of this Memorandum of Understanding is to develop protocol to support multi-jurisdictional SWAT responses pursuant to the recommendations of the POST SWAT Operational Guidelines and Standardized Training Recommendations; and

Whereas, this Memorandum of Understanding is not intended to create a Countywide SWAT Team or governing body to oversee regional SWAT Operations.

Now therefore, the parties hereto agree to the following:

I. This Memorandum of Understanding (M.O.U.) shall remain in effect for a period of two (2) years, commencing on July 1, 2012. During the term of this

OK for Agenda

M.O.U., any member agency may terminate its participation in the M.O.U. upon thirty (30) days written notice to the other member agencies.

II. Member agencies will provide, when staffing allows, Critical Response Team (CRT) coverage including Special Weapons and Tactics (SWAT) and Crisis Negotiation Team (CNT) coverage upon written request of the Chief of Police/Sheriff or their designee when the requesting member agency does not have a CRT or its CRT is not operational for a limited period of time not to exceed two weeks (14 days).

III. Member agencies will provide, when staffing allows, CRT including SWAT and CNT assistance upon verbal request of the Watch Commander of a requesting member agency when a critical incident requires additional resources beyond the operational capabilities of the requesting agency. The requested CRT resources may be utilized to supplement existing resources or to relieve existing resources which have been deployed over an extended period of time. At the time of a verbal request for CRT assistance, the requesting agency will provide verbal notice of the type of situation requiring CRT assistance, the type of assistance required, i.e. supplemental or relief, a description of the operational resources already deployed and the status of the ongoing operation(s).

IV. Whenever CRT assistance is provided to another member agency, the requesting agency will retain Incident Command consistent with implementation of an Incident Command System (ICS). The assisting agency will provide a command representative to act as liaison with the requesting agency's Incident Commander.

V. If tactical intervention has been approved by the Incident Commander, the assisting agency's CRT Commander will have the authority and responsibility for implementing the tactical plans and for the actual tactics employed consistent with the type of assistance required, i.e. supplemental or relief.

VI. Members of a CRT which is providing assistance to another member agency under this M.O.U. shall operate in accordance with the policies, procedures and command of the assisting CRT's parent agency at all times.

VII. Each member agency hereby agrees to defend, indemnify and hold harmless the other member agencies, their agents, officers, and employees from and against all claims, damages, losses, judgment, liabilities, expenses, and other costs including litigation costs and attorney's fees from every cause, including but not limited to injury to person or property or wrongful death arising directly or indirectly out of any act or omission of its CRT, or its agents, officers, and employees or volunteers resulting or alleged to have resulted, directly or indirectly, wholly or partially, from acts or omissions by its CRT, or any

member thereof while providing assistance to any other member agency under this M.O.U.

VIII. Each member agency further agrees to waive subrogation rights for any Workers' Compensation related injuries to its officers and/or employees which may arise during any operation in which its CRT provides assistance to another member agency under this M.O.U.

The undersigned represent that each has authority to execute this agreement on behalf of his/her respective agency, and to bind said agency to the terms of this M.O.U..

For City of Ceres:

Art de Werk, Chief of Police

Art de Werk, City Manager

Mike Lyions, City Attorney

For City of Modesto:

Mike Harden, Chief of Police

Greg Nyhoff, City Manager

Jim Wilson, City Attorney

For City of Newman:

Randy Richardson, Chief of Police

Michael E. Holland, City Manager

Tom Hallinan, City Attorney

For City of Oakdale:

Lester Jenkins, Chief of Police

Gregory Wellman, Interim City Manager

Tom Hallinan, City Attorney

For County of Stanislaus:

Adam Christianson, Sheriff

Monica Nino, Chief Executive Officer

John P. Doering, County Counsel

For City of Turlock:

Robert Jackson, Chief of Police

Roy Wasden, City Manager

Phaedra Norton, City Attorney

For California State University, Stanislaus:

Steve Jaureguy, Chief of Police

Russ Giambelluca, Vice President Business & Finance

Dr. Hamid Shirvani, President

5I

Council Synopsis

July 10, 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: Appropriating unspent funds from Fiscal Year 2011/12 of $8,424.84 to account number 110-20-210.44030_001 "Minor Equipment Safety Equipment" from Fund 110 "General Fund" Reserve Balance, for replacement of police officer ballistic vests for twelve (12) Police Officers

2. DISCUSSION OF ISSUE:

Ballistic vests worn by Police Officers in the City of Turlock are a vital piece of safety equipment. They are generally certified by the manufacturer for a usable life span of five (5) years after manufacture and are replaced at that time, hence the number to be replaced each year is dependent on the number that were purchased five (5) years ago.

For FY 11/12, twelve (12) replacement vests were ordered. Due to vendor delays, the purchases will not be received until after June 30, 2012, and, therefore, cannot be expensed in FY 11/12, although the funds are available in the FY 11/12 budget.

FY 12/13 will require the purchase of a similar or greater number of ballistic vests. To fund both the FY 11/12 and FY 12/13 purchases from the FY 12/13 budget will significantly reduce the ability to purchase other needed items of safety equipment throughout the year and staff is requesting the appropriation of the unspent funds set aside in FY 11/12, for this purchase, to FY 12/13.

3. BASIS FOR RECOMMENDATION:

City Council approval is required to appropriate funds.

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: $8,424.84 of unspent funds from FY 11/12 from Fund 110 "General Fund" reserve balance would be appropriated to Fund 110-20-210.44030_001 "Minor Equipment Safety Equipment"

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. City Council may decline to appropriate the funds and direct staff to purchase the equipment solely from the FY 12/13 budget.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING UNSPENT FUNDS FROM FISCAL YEAR 2011/12 OF $8,424.84 TO ACCOUNT NUMBER 110-20-210.44030_001 "MINOR EQUIPMENT SAFETY EQUIPMENT" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE, FOR REPLACEMENT OF POLICE OFFICER BALLISTIC VESTS FOR TWELVE (12) POLICE OFFICERS	**RESOLUTION NO. 2012-**

WHEREAS, orders were placed in Fiscal Year 2011/12 for the purchase of replacement police officer ballistic vests for twelve (12) Police Officers; and

WHEREAS, due to vendor delays, these purchases were received after June 30, 2012, and, therefore, cannot be expensed in Fiscal Year 2011/12;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby appropriate unspent funds from Fiscal Year 2011/12 of $8,424.84 to account number 110-20-210.44030_001 "Minor Equipment Safety Equipment" from Fund 110 "General Fund" Reserve Balance, for replacement police officer ballistic vests for twelve (12) Police Officers.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this10th day of July, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

_____

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

5J

Council Synopsis

July 10, 2012

From: Roy Wasden, City Manager

Prepared by: Lorraine Knoepfle, Legal Assistant

Agendized by: Roy Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Appropriating $500 to Fund 110-10-112.47016 "Administrative Citation Expenses" from Fund 110 "General Fund" Reserve Balance, for the purchase of Administrative Citation forms

2. DISCUSSION OF ISSUE:

In September of 2011, the City began issuing Administrative Citations for violations of the Turlock Municipal Code. Since that time, the City of Turlock has received $5,700 in revenue through May 2012.

3. BASIS FOR RECOMMENDATION:

The supply of Administrative Citations is dwindling and more are needed to carry on the program. Revenue received for the citations is sufficient to cover these costs.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
$500

Budget Amendment
Appropriation to 110-10-112.47016 "Administrative Citation Expenses" from Fund 110 "General Fund" Reserve Balance.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N. A.

7. ALTERNATIVES:

Do not approve the appropriation of funds. Staff does not recommend this alternative as this program has proven beneficial to the City of Turlock.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROPRIATING $500.00 TO ACCOUNT 110-10-112.47016 "ADMINISTRATIVE CITATION EXPENSES" FROM FUND 110 "GENERAL FUND" RESERVE BALANCE THE PURCHASE OF ADMINISTRATIVE CITATION FORMS	**RESOLUTION NO. 2012-**

WHEREAS, on July 11, 2011, the Turlock City Council amended the Turlock Municipal Code to add an Administrative Citation program (Ordinance 1152-CS); and

WHEREAS, such ordinance became effective on August 11, 2011; and

WHEREAS, the supply of Administrative Citation forms purchased by the City on September 23, 2011, will soon be depleted. Revenue received from issued Administrative Citations will cover the cost of the forms.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby authorize the appropriation of $500 to account 110-10-112.47016 "Administrative Citation Expenses" from Fund 110 "General Fund" reserve balance for the purchase of Administrative Citation forms.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of July, 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

RECEIVED SK

JUN 12 2012

City of Turlock
Administrative Services

CLAIM FORM

(Please type or print)

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

CLAIM AGAINST: CITY OF TURLOCK
(Name of Entity)

Claimant's name: DENNIS A SOUZA

SS#: _____ DOB: 4/26/50 Gender: Male ✓ Female ___

Claimant's address: 139 PARAMATTA DR, PATTERSON CALIF.

Claimant's Telephone Number(s): 209 - 892-2837

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

Date of incident/accident: 4/11/2012

Date injuries, damages, or losses were discovered: _____

Location of incident/accident: _____

What did entity or employee do to cause this loss, damage, or injury? MAN HOLE COVER OFF DURING RAIN STORM

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

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

What specific injuries, damages, or losses did claimant receive? NONE

(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 : $ 75.95

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) please check one box:

☑ DOES NOT EXCEED $25,000 ☐ EXCEEDS $25,000 [see Government Code 910(f)]

How was this amount calculated (please itemize)? 4 WHEEL ALIGNMENT COST $ 75.95 POLICE REPORT # 01-12-002754 (TURLOCK POLICE)

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

Date Signed: 6-12-12 Signature: [signature]

If signed by representative:

Print Representative's Name _____ Telephone _____

Address _____

Relationship to Claimant _____

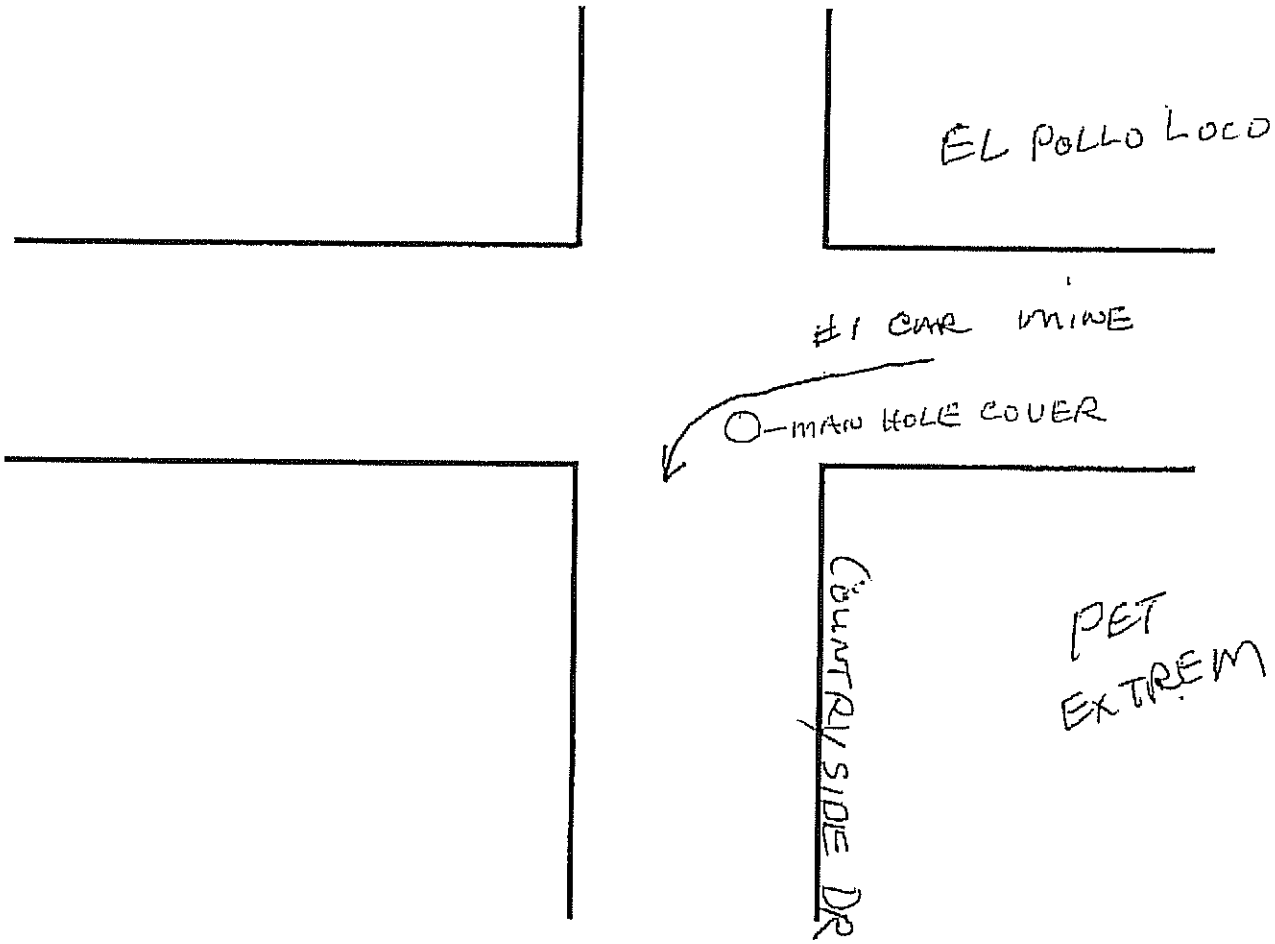
DIAGRAMS

General Diagram

↑ North

Street Incidents

↑ North



CUSTOMER #: 92526A

Please Email your survey
We review each one thoroughly
Thank you, Mike Wilson

510087

INVOICE

PAGE 1

MODESTO TOYOTA

4513 McHENRY AVENUE
MODESTO, CALIFORNIA 95356-9546
TELEPHONE (209) 529-2933 · 1-800-554-3284
CAL. B.A.R. REG # ARD007800
CAL B.A.R. REG # RC007800
E.P.A. # CAD 983655432

DENNIS A SOUZA
139 PARAMATTA DR
PATTERSON, CA 95363-9214
HOME:209-892-2837 CONT:209-872-2582
BUS: 209-839-4438 CELL:209-872-2582

SERVICE ADVISOR: 570 MIKE WILSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG
WHITE	04	TOYOTA TACOMA	5TESM92N74Z457971		95091/95091	T3293

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
17OCT08 DD			18:00 16APR12		0.00	CASH	13APR12

R.O. OPENED	READY	OPTIONS:
11:53 13APR12	13:39 13APR12	STK:92526A DLR:04039 ENG:3RZ-FE

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A PERFORM 4 WHEEL ALIGNMENT. REPORT FINDINGS. ***PULLS RIGHT SINCE HITTING MANHOLE*********8
SP3 DEFAULT
846 C
PARTS: 0.00 LABOR: 75.95 OTHER: 0.00 TOTAL LINE A: 75.95 75.95
****

B PERFORM WORLD CLASS MPI INSPECTION & REPORT FINDINGS IS PERFORM WORLD CLASS MPI INSPECTION & REPORT FINDINGS
846 I
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: (N/C) 0.00
****

C CHECK & INFLATE TIRE PRESSURE TO RECOMMENDED RATING. RECORD MEASUREMENT. LF_____ RF_____ LR_____ RR_____
AB32 CHECK & INFLATE TIRE PRESSURE TO RECOMMENDED RATING. RECORD MEASUREMENT. LF_____ RF_____ LR_____ RR_____
846 I
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: (N/C) 0.00
****

EST: 0.00 13APR12 11:53 SA: 570

created 2012-04-12 09:43:00am
taken by Tia Nanc e

Toyota With a World of Difference

PAYMENT IN FULL REQUIRED PRIOR TO RELEASE OF VEHICLE

STATEMENT OF DISCLAIMER
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

ACKNOWLEDGMENT OF NOTICE AND CONSENT:
I acknowledge notice and oral approval of an increase in the original estimated price.

Original Estimate $_____ Authorized Estimate $_____

X_____

NOTICE TO CONSUMER:
I acknowledge and appoved all repairs as itemized and/or receipt of this vehicle. I also acknowledge receipt of additional consumer information contained in the Parts and Service Warranty Disclaimer.

X_____

DESCRIPTION	TOTALS
LABOR AMOUNT	75.95
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES/ADJ.	0.00
TOTAL CHARGES	75.95
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	75.95

CUSTOMER COPY

RECEIVED
JUN 21 2012
City of Turlock
Administrative Services

5L

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: KENNETH LEDBETTER

SS#: [redacted] **DOB:** 10/09/1991 **Gender:** Male X Female ___

Claimant's address: 20262 FOURTH AVE STEVINSON CA 95374

Claimant's Telephone Number(s): 209.207-5782

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

Date of incident/accident: 6/19/2012

Date injuries, damages, or losses were discovered: 6/19/2012

Location of incident/accident: GEER RD. TURLOCK CA.

What did entity or employee do to cause this loss, damage, or injury? SEPERATE SHEET INCLUDED.

(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)? UNKNOWN.

What specific injuries, damages, or losses did claimant receive? SEPERATE SHEET INCLUDED

(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 : $548.78

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) please check one box:

☐ **DOES NOT EXCEED $25,000** ☐ **EXCEEDS $25,000** [see Government Code 910(f)]

How was this amount calculated (please itemize)? SEPERATE SHEET INCLUDED.

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

Date Signed: 6/19/2012 **Signature:** ___

If signed by representative:

Print Representative's Name ___ Telephone ___

Address ___

Relationship to Claimant ___

Incident took place on Geer Rd. between Wayside and Almond Ave. at approximately 12:40 pm.

Sprinklers in center median were running and overflowing into the street.

When the vehicle ahead of me applied his brakes, I then attempted to apply mine, but because of the wet road due to the sprinkler overflow, my vehicle slid into the vehicle in front of mine causing significant damage to my vehicle.

Specific Damages include:

Totaled front bumper $136.56

Bumper reinforcement plate $36.81

Grille $34.44

Center retainer $20.19

Hood $143.69

Radiator Support Assembly $64.13

Radiator $112.96

Total $548.78

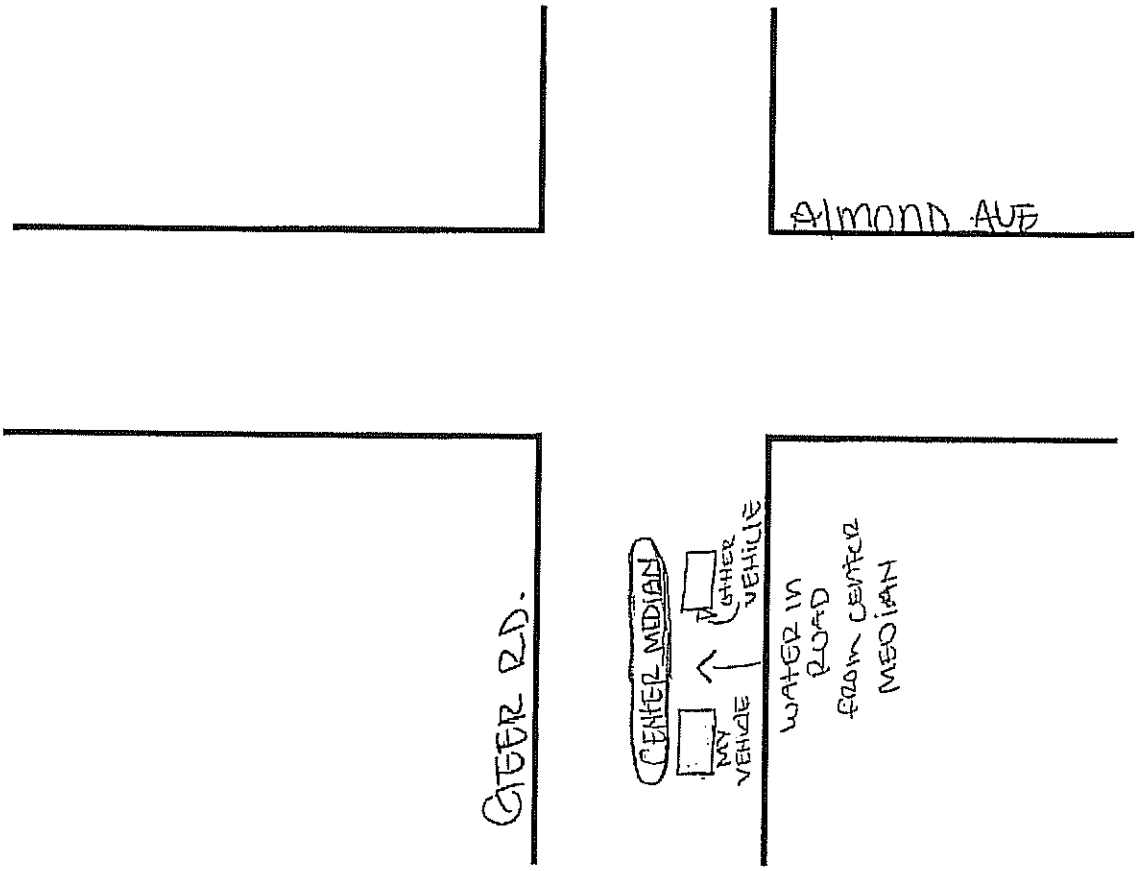
DIAGRAMS

General Diagram

↑ North

Street Incidents

↑ North



6A

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF AMENDING TURLOCK MUNICIPAL CODE TITLE 4, CHAPTER 15, REGARDING TOW CAR REGULATION	}	**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:

TOWING 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:

4-15-103 Permits required.
(a) No person shall own or operate a tow car or towing service 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:

4-15-106 Permits: Applications.
Any person desiring to obtain a permit to own or operate a tow car or towing service 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. 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:

4-15-114 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:

4-15-104 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:

4-15-107 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:

4-15-108 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 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:

4-15-105 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, renewable upon application to the Police Department. Permits shall be renewed annually on January 1st (delinquent after February 15th). Initial permits obtained after July 1st 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)

SECTION 9A. AMENDMENT: Title 4, Chapter 15, Article 1, Section 10 is hereby amended to read as follows:

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 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:

4-15-124 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.

SECTION 12. RENUMBER AND AMENDMENT: Title 4, Chapter 15, Article 2, Section 01 is hereby amended to read as follows:

4-15-102 Applicability.
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.

SECTION 13. RENUMBER: Title 4, Chapter 15, Article 2, Section 02 is hereby amended to read as follows:

4-15-117 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:

4-15-118 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:

4-15-112 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 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:

4-15-113 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:

4-15-111 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.

(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.

(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.

(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.

(k) Workers' Compensation Insurance shall be carried as required by state law.

(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.

(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.

(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~~July 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.

SECTION 19. REPEAL: Title 4, Chapter 15, Article 2, Section 08 is hereby repealed.

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 10th day of July, 2012, by the following vote:

AYES:
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

6B

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 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:

3-1-606 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:

3-1-607 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.

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: Appeals.
Upon the receipt of an application and the reports relating thereto, the Chief of Police, before ordering the issuance of a dance permit, shall satisfy him/herself that the public peace, safety, health, and general welfare will not be endangered or jeopardized by the issuance of a dance permit. The 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 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.

SECTION 7. RENUMBER AND AMENDMENT: Title 3, Chapter 1, Article 6, Section 10, is hereby renumbered and amended to read as follows:

3-1-609 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 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:

3-1-610 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:

3-1-611 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:

3-1-612 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:

3-1-613 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.

SECTION 13. RENUMBER: Title 3, Chapter 1, Article 6, Section 16, is hereby renumbered as follows:

3-1-614 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:

3-1-615 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:

3-1-616 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:

3-1-617 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 ~~11~~20, is hereby renumbered as follows:

3-1-618 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 10th day of July, 2012, by the following vote:

AYES:
NOES:
ABSTAIN:
NOT PARTICIPATING:
ABSENT:

Signed and approved this ___ day of _____, 2012.

_____
JOHN S. LAZAR, Mayor

ATTEST:

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

6C

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 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. 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.

SECTION 3. RENUMBER AND AMENDMENT: Title 5, Chapter 3, Article 05, is hereby renumbered and amended to read as follows:

5-3-04 Granting of permits.
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.

SECTION 4. RENUMBER: Title 5, Chapter 3, Article 06 is hereby renumbered as follows:

5-3-05 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:

5-3-06 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 10th day of July, 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

6D

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 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, shall make a report and recommendation to the 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 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); 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 Manager pursuant to 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 Granting of permits.

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 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.

(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: Denial, suspension, and revocation.

(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:

5-18-14 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:

5-18-15 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:

5-18-16 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.

6E

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF 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 FOR INJURIES TO THE PUBLIC	**ORDINANCE NO. -CS**

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.

(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 10th day of July, 2012, by the following vote:

AYES:
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

6F

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 10th day of July, 2012, by the following vote:

AYES:
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

8A

Council Synopsis

July 10, 2012

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

Prepared by: Wayne York, Engineering Technician II

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving an agreement in the amount of $162,020 (Fund 301) with Sally Swanson Architects, Inc., of San Francisco, California, for City Project No. 11-27, "ADA Self-Evaluation and Transition Plan Update"

2. DISCUSSION OF ISSUE:

In 1990 the Americans with Disabilities Act (ADA) was passed by the U.S. Congress and signed into law on July 26, 1990. This comprehensive federal law provided additional rights for people with disabilities, both in terms of employment and accessibility of businesses and public services. This original law has since been amended, as well as revised through case law.

ADA Title II, which covers government agencies, has many requirements. One of these requirements is that local agencies (1) conduct a self-evaluation of their facilities, programs, policies, and practices, and (2) develop a transition plan that identifies changes that need to occur and sets a schedule for implementing the necessary steps for enacting those changes. While the City originally completed its first transition plan in 1997, this Plan is set to expire in Fall 2012.

Ensuring accessibility to city programs, facilities, activities, and services remains a priority for the City. Though design standards for new construction incorporate ADA compliant features, many facilities are no longer compliant either due to previous design standards or degrading materials. Staff realized that the most effective way to provide accessibility services to our residents would be to hire a professional with experience in providing these services. This will not only result in the best possible finished product, but reduces the City's legal liability by ensuring compliance with all applicable ADA laws and regulations.

On April 17, 2012, staff issued a Request For Proposals (RFP) to prospective ADA consultants to help us perform a self-evaluation, as well as update the current transition plan. Due to limited staffing, the RFP clearly delineated the intent of the City to have the consultant perform all aspects of the work, under the direction of an ADA Compliance Team (staff) and ADA Advisory Team (community members). The scope of the project includes all city sidewalks, intersection, public parks, public facilities, transit, and all activities or programs administered by the City.

On May 25, 2012, eight (8) proposals were received for the project. Sally Swanson Architects, Inc. (SSA) of San Francisco, California, provided the most complete proposal in keeping with the intent of the RFP and has been tentatively selected to provide professional accessibility compliance consulting services with a shall-not-exceed contract amount of $162,020.00.

Proposal Summary, in order of ranking:

COMPANY NAME	PROPOSAL AMOUNT
Sally Swanson Architects, Inc.	$162,020
Disability Access Consultants	$179,870
MIG	$173,000
WHPacific	$433,687
US Access Consultants	$140,000
EMG	$94,543
4Leaf, Inc.	$111,770
Access Services, Plus	$206,400

3. BASIS FOR RECOMMENDATION:

A) Federal law (ADA Title II) requires local cities to perform a self-evaluation and develop a transition plan.

B) Ensuring accessibility for city residents and visitors is important, as it removes barriers to participation.

C) Annual general fund contributions in the amount of $25,000 have been made in accordance with the previous Transition Plan, which provides the necessary funding to perform the proposed revisions.

D) The process will provide several opportunities for members of the community to provide input and help guide the development of the resulting document.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

Goal(s):

a Identify avenues to address current deficiencies in:
- i. County islands
- ii. West Side
- iv. Streets/Roadways

b Address growth related issues (current and future)
- i. Interchanges
- ii. Impact on current transportation system
- iii. Bike paths/routes around town/buses

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

Goal(s):

a Community Infrastructure – Strive to:

iii. Provide safe and well-maintained facilities for the community, recreational programs, and City of Turlock employees

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

v. Provide safe and ADA accessible streets and sidewalks for the citizens of Turlock

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact:

Total Amount	Consultant Shall-not-exceed cost	Staff Involvement
$169,520	$162,020	$7,500

Funding is available in line item number 301-50-520.43298, "ADA Transition Plan" for the proposed work. These funds are the result of annual transfers from the General Fund, in accordance with the current ADA Transition Plan, with a portion of the funds specifically designated for use in the revision of the current and/or creation of a new ADA Transition Plan.

5. CITY MANAGER'S COMMENTS:

Recommend approval.

6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Reject SSA and selected a different consultant to perform the work. Staff does not recommend this alternative as a thorough RFP review has determined this firm to be most qualified to perform the work requested.

B. Reject all proposals submitted for this project and not move forward with the revision of the ADA Transition Plan. Staff does not recommend this alternative because an adopted ADA transition plan is legally required for the City to be in compliance with the ADA and a third-party consultant, with expertise in the area of ADA compliance, is required to properly complete the related evaluation and report.

C. Reject all proposals submitted and direct Staff to complete the revision to the ADA Transition Plan. Staff does not recommend this alternative because ADA laws and regulations are complex and change regularly. The City does not currently have a person on staff that is qualified to lead a project of this scope, due to its specialized nature. A professional would be required to ensure the project is completed correctly and is legally compliant with applicable federal and state laws and regulations.

AGREEMENT FOR SPECIAL SERVICES
between
CITY OF TURLOCK
and
SALLY SWANSON ARCHITECTS, INC.
for
ACCESSIBILITY COMPLIANCE CONSULTING SERVICES
CITY PROJECT NO. 11-27

THIS AGREEMENT is made this 10th day of July, 2012, by and between the **CITY OF TURLOCK**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **SALLY SWANSON ARCHITECTS, INC.**, a corporation, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for professional accessibility compliance consulting services; and

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

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

1. **SCOPE OF WORK:** 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.

OK for Agenda

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 **One Hundred Sixty-Two Thousand Twenty and 00/100^{ths} Dollars ($162,020.00).** CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

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

(b) Payment:

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

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

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

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

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force and effect beginning July 10, 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: **SALLY SWANSON ARCHITECTS, INC.**
ATTN: SALLY SWANSON
220 SANSOME STREET, SUITE 1100
SAN FRANCISCO, CA 94104
PHONE: (415) 445-3045
FAX: (415) 445-3055

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

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

CITY OF TURLOCK, a municipal corporation

By: _____
Roy W. Wasden, City Manager

Date: _____

APPROVED AS TO SUFFICIENCY:

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

SALLY SWANSON ARCHITECTS, INC.

By: _____

Title: _____

Print name: _____

Date: _____

APPROVED AS TO FORM:

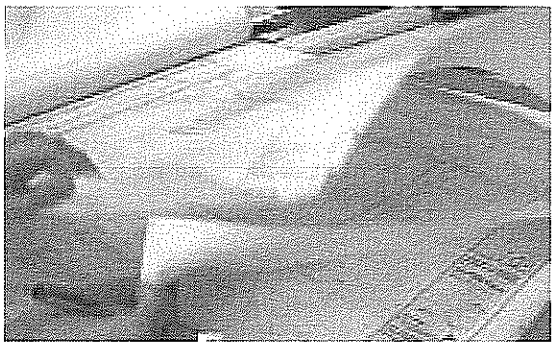
By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Kellie E. Weaver, City Clerk

EXHIBIT A

SALLY SWANSON ARCHITECTS, INC.



PROPOSAL FOR
CITY PROJECT NO. 11-27

ADA SELF-EVALUATION AND TRANSITION PLAN UPDATE FOR THE CITY OF TURLOCK

MAY 25, 2012

SALLY SWANSON
ARCHITECTS, INC.
415 445 3045 | f 415 445 3055
220 SANSOME STREET, SUITE 1100 | SAN FRANCISCO, CA 94104
WWW.SWANARCH.COM

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May 22, 2012

Wayne York, Engineering Technician II
City of Turlock
Development Services Department
156 S. Broadway, Suite 150
Turlock, CA 95380

RE: RFP for City Project No. 11-27, ADA Self-Evaluation and Transition Plan Update

Dear Mr. York and Colleagues,

Thank you for the opportunity to present our proposal on the following pages for the City of Turlock's self-evaluation and update to its ADA Transition Plan. SSA is a woman-owned business enterprise that has over thirty years of accessibility experience. We are excited at the prospect of working with you and all stakeholders to provide the best value in professional services.

SSA can expertly provide you with guidance, assistance and training as our firm has performed more than 100 access surveys, Transition Plans and Self-Evaluations. In the past 36 months, SSA has provided surveys and site audits on over 13 million square feet of space and ADA plan reviews for projects valuing a total of $1.2 billion dollars. Combined with our specialty in design and planning, we are able to provide a uniquely comprehensive perspective on accessibility issues, always with a focus on reasonable, cost-effective design solutions.

We are experienced in providing an advisory and training role for cities and counties interested in taking a more hands-on role in their Self-Evaluations and Transition Plan updates. SSA trained city staff to conduct facilities assessments in the Cities of Vacaville, Fairfield and El Cerrito, as well as the County of Mendocino. For the Division of the State Architect (DSA), SSA developed a comprehensive desk manual that includes an accessibility checklist system. SSA trained DSA plan checkers and architects in the use of the Manual's checklist, now used by all DSA personnel.

Veteran Project Manager Arfaraz "Arfi" Khambatta, our CASp-certified Director of Access Consulting, is one of California's leading experts on accessibility. He provides one-on-one attention, and the expertise, understanding and capabilities garnered from a dozen similar projects. Jim Fruit, Technical Architect, is also a certified building inspector and is especially knowledgeable in all code compliance requirements.

Please note that Mr. Khambatta and I are both authorized to negotiate a contract with the City; I am the representative authorized to sign a contract. Please direct correspondence pertaining to the RFP to Mr. Khambatta at 415.445.3045 x 118, arfaraz@swanarch.com, or 220 Sansome Street, Suite 1100, San Francisco, CA 94104.

On behalf of our team, we look forward to assisting the City of Turlock. Please don't hesitate to contact Mr. Khambatta if you have any further questions.

Sincerely,

Sally Swanson, AIA, CEO
enclosures: 1 bound copy of Proposal/SOQ, 1 electronic copy on CD

BACKGROUND / OVERVIEW OF SALLY SWANSON ARCHITECTS, INC. (SSA)

Legal Name	Sally Swanson Architects, Inc.
Address	220 Sansome Street, Suite 1100, San Francisco, CA 94104
Legal Form	California Corporation #C2275182, Incorporated Nov. 19, 2001 Owner/Founder/Principal-in-Charge: Sally Swanson, AIA, CEO
Founded	1980
Practices	1. ADA Access Compliance; and 2. Civic and Educational Architectural Design
Firm Certifications	Small Business Enterprise (SBE), Woman-owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE)
Contact / Proposal	Aubrey Andel, Marketing Coordinator P: 415.445.3045; F: 415.445.3055; Email: ssa@swanarch.com
Contact / Project	Arfaraz "Arfi" Khambatta, CASp, ICC, Director, Access Consulting P: 415.445.3045 x118; F: 415.445.3055; Email: arfaraz@swanarch.com

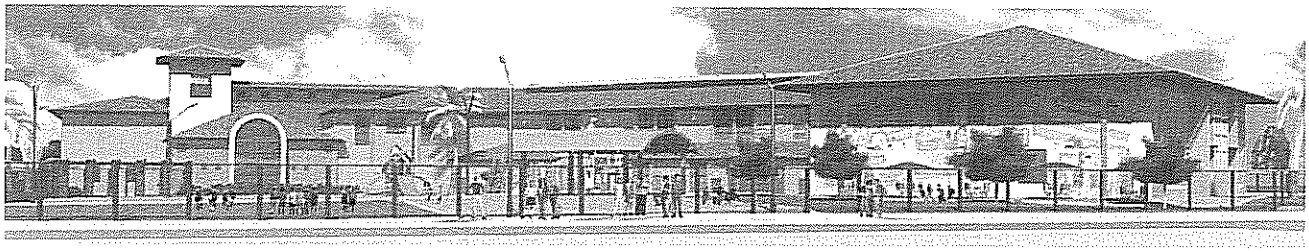
Background of the Firm: Founded in 1980, SSA has two practice specialties of comparable size: 1. ADA Access Compliance; and 2. Civic and Educational Architectural Design.

SSA's 30 years of disabled access expertise runs wide and deep, including dozens of cities, counties and educational clients throughout the West and beyond. Evolving over the years with the needs of our primarily public-sector clients, we provide a full range of services necessary to ensure client compliance with the myriad federal and state disabled access regulations, including the Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standards (UFAS), Section 504 of the Rehabilitation Act, Federal Fair Housing Act, as well as applicable state codes such as the California Building Standards Code (Title 24). We help our clients understand, implement, and defend their responses to the various, and sometimes confusing, assortment of accessibility laws.

SSA is a 100 percent Small Business Enterprise (SBE) and Woman-owned Business Enterprise (WBE). In addition to our access consulting services, SSA provides a full range of architecture design services and is an industry leader in applying the concepts of Universal Design to architectural solutions. Over the last five years, we have surveyed over 30 million gross square feet of building space and helped clients reach compliance within tight fiscal parameters.

Professional and Support Staff: SSA's staff includes three licensed architects, two ICC-certified CASp professionals, a LEED AP, and three others with degrees in architecture. In addition, we employ three full-time Access Surveyors. Support staff includes accounting, administrative and marketing personnel.

J.O. Ford Elementary School, West Contra Costa USD (SSA Rendering)



ADA ACCESSIBILITY CONSULTING SERVICES AND EXPERIENCE

Access compliance projects typically involve at least two of the following elements. The City of Turlock's Scope of Services calls for a variation of the services below:

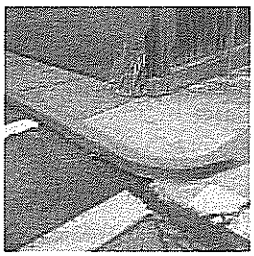
Self-Evaluations
SSA provides a comprehensive review of an organization's policies and procedures, with recommendations for improving program access for those with disabilities. SSA can also train staff to evaluate on their own. Barriers to ADA compliance are pinpointed so that they can be addressed to achieve compliance. These include not only physical access at facilities, programs, and events, but also employment policy, training, emergency management and grievance policy management.

Transition Plans
The Transition Plan contains ADA surveys of all public facilities, identifying any structural modifications necessary for the removal of barriers to program accessibility. SSA has more than thirty years of experience developing ADA Transition Plans for over 100 public and private entities; we also work with Cities, such as St. Louis, MO, where we are now training staff to conduct rights-of-way surveys.

Physical Access Compliance Survey / Paths of Travel
SSA's Paths of Travel surveys provide a comprehensive, detailed physical survey, including full documentation, evaluation reports, and proposed alternative cost-saving solutions.

ADA Workshops and Training
Our experienced CASp professionals have provided training of staff on ADA surveying, design, disability awareness, and ADA sensitivity. SSA delivers programs and activities that minimize exposure to complaints and grievances. We can provide workshops about the new ADA Accessibility Guidelines and how the new 2010 requirements differ from the California Accessibility Standards.

Guidelines, Standards and Specifications
SSA has prepared a variety of guidance documents that cover all accessibility issues and requirements that must be considered for project designs. Standards and checklists set a framework of code compliance expectations that can be quickly determined.



Sally Swanson Architects was solely responsible for the development of a Transition Plan for the County of Mendocino ... SSA demonstrated a high degree of professionalism ... Unambiguous advice and effectual guidance is typical for this firm. They provided the County of Mendocino with a product that assists the division of Building and Grounds in the identification and removal of architectural barriers within given budgetary and time constraints. We would readily work with SSA again and recommend their services.

– Tim Garrison, Manager, Buildings and Grounds
County of Mendocino, General Services Department

CA DIVISION OF THE STATE ARCHITECT (DSA)

SSA's new and modernized State-funded projects all undergo DSA reviews, which we perform on DSA's behalf as accessibility plan checkers for other applicants' projects.

SSA's expertise with DSA extends into the agency's High Performance Incentive (HPI) Program for educational entities, delivering not just healthier, more sustainable learning environments with lower life-cycle costs but also cash grants for delivering those results. With our best practices gleaned from this experience our team can provide an unsurpassed level of cost-effective plan checking and design services.

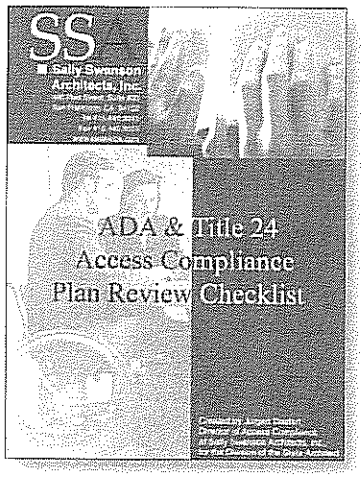
While working with our office, Sally Swanson Architects has demonstrated a thorough understanding of State and Federal accessibility regulations and their relation to each other.

— Michael Mankin
Architect/Principal
Former Supervising Architect
Universal Design, DSA Headquarters

Sally Swanson Architects has demonstrated an in-depth knowledge of accessibility regulations and a high degree of professionalism in conducting plan reviews.

— Barry Ryan
DSA's Oakland Office

SSA's ADA & Title 24 Access Compliance Plan Review Checklist Created for DSA



Our solid working relationship with the intricacies of the Division of the State Architect (DSA) are particularly advantageous to our clients, avoiding costly delays in processing. Below is a summary of services we have provided to DSA:

1. Plan Check Services for DSA
SSA is one of few California firms to provide access compliance plan reviews, backcheck reviews of drawings and specifications. SSA ensures that all plans are in conformance with the California Building Standards Code (Title 24) and regulations developed by DSA/AC and in accordance with established procedures as directed by DSA's Access Compliance Program.

2. DSA Access Compliance Reference Manual
SSA developed a comprehensive desk manual and checklist for DSA/AEC use. The "Preliminary Design Access Compliance Plan Review of New Construction Projects" was first published in 2003. A revised 2009 version of the published document is available on the DSA web site at: http://www.documents.dgs.ca.gov/dsa/pubs/checklists_rev_08-01-09.pdf

3. Survey and Transition Plan of Five DSA Offices
SSA conducted access compliance surveys and Transition Plans for the DSA headquarters in Sacramento and the four regional offices.

4. Survey and Monitoring Barrier Removal Projects of a 1,000,000 SF State Office Building
SSA was retained by DSA/AC to investigate and survey alleged violations of State and Federal access regulations at a 1,000,000 SF high-rise State office building. SSA assisted the involved parties in their barrier removal efforts. This included expert advice, code knowledge, checking proposed solutions for compliance, as well as monitoring the construction process.

5. Access Compliance Code Consultant to DSA
SSA is one of the leading access compliance consultant firms the DSA/AC continually relies upon in analyzing complex access code compliance issues.

6. Assistance to DSA with Standards Development
SSA's Arfi Khambatta, our Senior Project Manager for Accessibility, served on DSA's "Evaluation of Detectable Warnings Advisory Committee." Another SSA member served on the committee to develop DSA's "Certified Access Specialist Program" (CASp). Mr. Khambatta and Mr. Fruit are both CASp-certified by DSA.

PERSONNEL PROFILES

Please see Appendix for resumes of all SSA ADA Project Team members.

Sally Swanson, AIA
CEO/ Principal in Charge

- 33 years of experience in architecture, planning and accessible design and has managed her own award–winning firm since 1980
- Considerable experience working with cities, counties, school and college districts, throughout the State of California
- Earned an excellent reputation with these clients, as well as with the Department of General Services, the Division of the State Architect, the California Community Colleges Chancellor's Office, and O.S.H.P.D.
- Recognized statewide as a leader in the design of barrier-free learning environments for people with physical disabilities

Arfaraz "Arfi" Khambatta, CASp, ICC
Project Manager

- 14 Years ADA Experience
- ADA Project Management Experience includes Over 20 ADA Transition Plans in Last 5 years
- Collaborates with K-12 and higher education entities to develop and update their ADA Self-Evaluations and Transition Plans
- Well-versed with ADA/ADAAG, CCR Title 24 and Accessibility Guidelines and Regulations

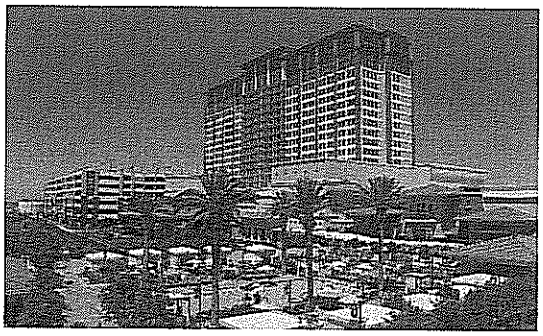
James Fruit, CASp, ICC
Sr. Technical Architect / Code & Constructability Reviewer

- 40 Years Disabled Access Experience
- 33 Years of Plan Review Work; In-depth Code Knowledge
- Provides Plan Reviews on a Contract Basis to California Division of the State Architect for Disabled Access
- Plan-reviewed more than 10,000 Constructed Buildings

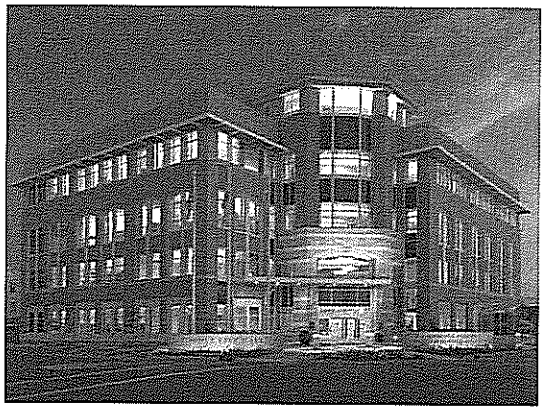
RELATED EXPERIENCE

City of Lincoln, CA

ADA Barrier Survey, Self Evaluation, Transition Plan

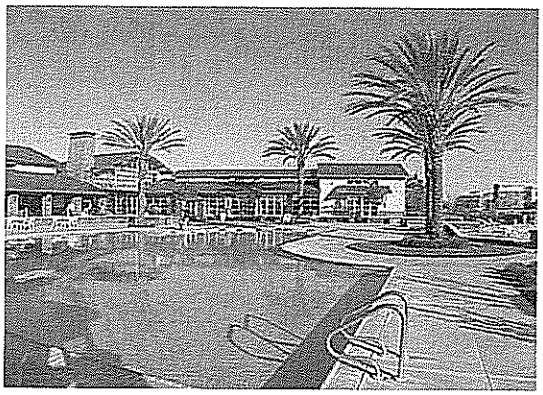


Location:	City of Lincoln
Type of Project:	ADA Survey ADA Evaluation Plan ADA Transition Plan
Date of Project:	2010
SSA Project Staff:	Sally Swanson, Principal-in-Charge Arfi Khambatta, Project Manager Jim Fruit, Sr. Technical Architect Michael Paravagna, Program Access
Contact:	Ray Leftwich, Project Manager Senior Civil Engineer City of Lincoln 916.434.2457 rleftwich@ci.lincoln.ca.us



SSA updated the City of Lincoln's Self-Evaluation and Transition Plan to assist the City in its efforts to comply with ADA and State of California Access Codes. Tasks included identification of potential architectural and communications barriers that could limit access in City owned facilities, including access to public transportation, sidewalk and road barriers. Audited facilities included:

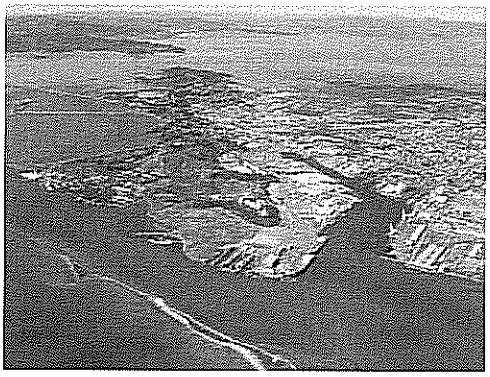
- City Hall and Civic Center
- Six Police and Fire Stations
- Libraries
- Community Center
- Game and Sports Areas
- Thirteen parks
- Downtown parking areas
- Passenger Loading Zones
- Walks and Pedestrian Paths



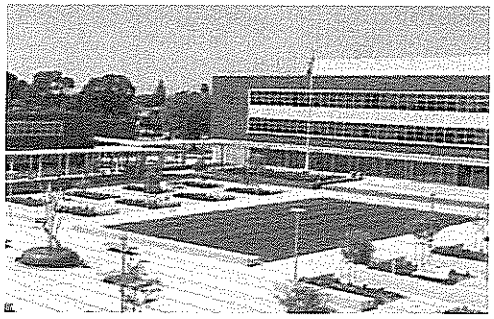
Site and program accessibility compliance audits were conducted. SSA produced a findings and implementation report that identified the barriers to access, rated and prioritized them by impact and proposed remedial steps to mitigate or remove identified barriers.

City of Richmond, CA

ADA Self-Evaluation and Transition Plan

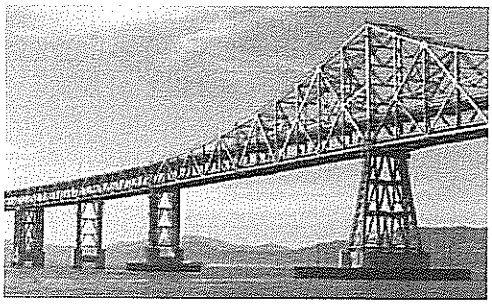


Location:	City of Richmond Contra Costa County, CA
Type of Project:	ADA Self-Evaluation ADA Transition Plan
Date of Project:	2009 - 2011
Key SSA Staff:	Sally Swanson, Principal-in-Charge Arfi Khambatta, Project Manager Jim Fruit, Co-Project Manager Michael Paravagna, Program Access Specialist Jasper Kirsch, Survey Leader
Contact:	Bruce Soublet, Assistant City Attorney 1401 Marina Way South Richmond, CA 94804 510.620.6509 bruce_soublet@ci.richmond.ca.us



Commencing in 2008, SSA assisted the City of Richmond with a comprehensive update of its ADA Self-Evaluation and Transition Plan.

This included a thorough review and upgrade of the City's Emergency Management Plan. SSA also assisted the Richmond City Attorney's Office with an ongoing settlement agreement pertaining to City-wide ADA issues.



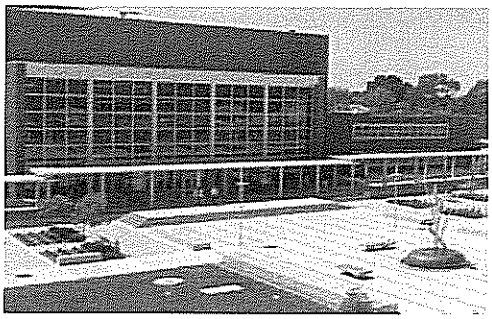
Unique challenges: City-wide PROW + Emergency Services.

Solutions:

1. Synchronize barrier mitigation with pavement management program

2. Identify items to be included into recurring maintenance work schedule

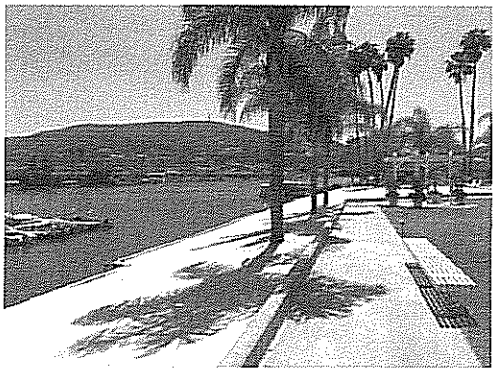
3. Provide on-going technical assistance to City Attorney's office



City of San Marcos, CA

ADA Self-Evaluation and Transition Plan

Location:	City of San Marcos, CA County of San Diego
Type of Project:	ADA Self-Evaluation ADA Transition Plan
Date of Project:	2010-2011
Key SSA Staff:	Sally Swanson, Principal-in-Charge Arfi Khambatta, Project Manager Jim Fruit, Data Analysis & Technical Support Jasper Kirsch, Data Collection & Analysis /Survey Leader
Contact:	Lydia Romero, Acting City Manager 760. 744. 1050 lromero@san-marcos.net



SSA is now assisting the City in conducting surveys of pedestrian facilities within the public rights-of-way using sidewalk profiling technology as well as programs within City parks and buildings. The surveys identify physical barriers in each facility that limit accessibility and compare the facility to State Building Codes and ADA Accessibility Guidelines (ADAAG). A review of City documents, that includes public policy issues, is now underway evaluating current levels of program accessibility.

Town of Danville, CA

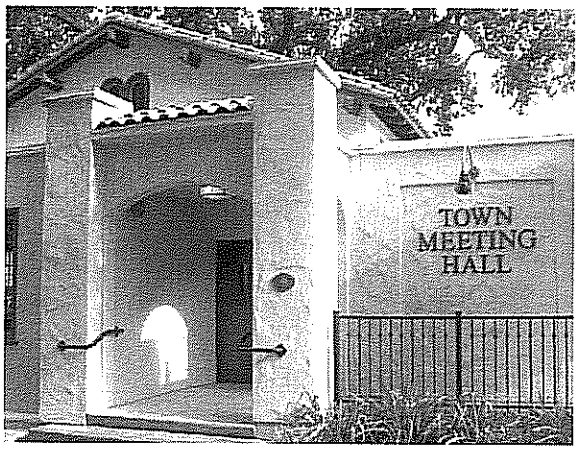
ADA Self-Evaluation and Transition Plan

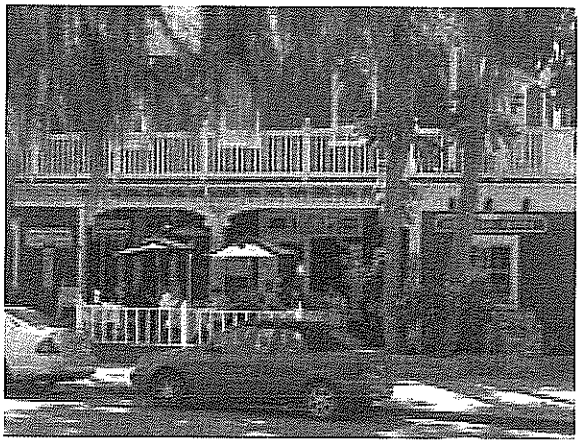
Location:	Danville, CA
Type of Project:	ADA Self-Evaluation ADA Transition Plan
Date of Project:	2010 - 2011
Key SSA Staff:	Sally Swanson, Principal-in-Charge Arfi Khambatta, Project Manager Jim Fruit, Senior Technical Architect Jasper Kirsch, Survey Leader
Contact:	Rob Ewing, Town Attorney 925.314.3383 REwing@danville.ca.gov

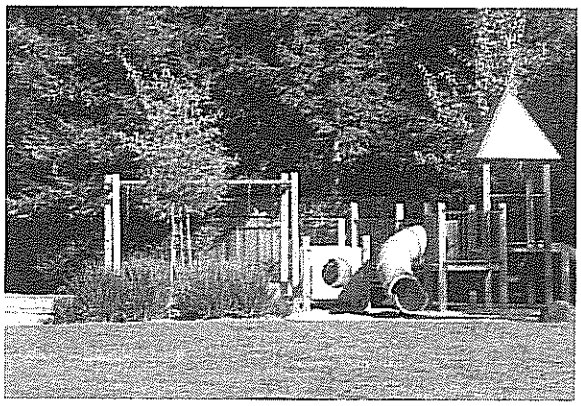
SSA performed an ADA survey of facilities, identifying physical barriers and obstacles that included Town buildings, parking lots, streets and paths, and 18 parks. Numerous pedestrian ramps and many miles of sidewalks were prioritized based upon the degree of access and use of restriction.

The Transition Plan included a summary of the Self-Evaluation showing the existing alternative policies that achieved compliance without requiring structural change. A prioritized list of barriers and obstacles identified in surveyed facilities were compiled, along with ranking rational.

The Transition Plan took into consideration the fact that many of the facilities were dated and there was limited funding available.







ACCESSIBILITY CONSULTING (Selected)

Access Compliance Plan Reviews, Technical Assistance, Facility Surveys, and ADA Transition Plans

COLLEGES & UNIVERSITIES

American River College
Butte College
California Polytechnic State Univ. SLO
California State University San Jose
California State University Sonoma
Consumnes River College
Cuesta Community College
Delta College
Desert Community College District
Eastern Washington University
Evergreen Community College
Feather River College
Folsom Lake College
Foothill DeAnza Community College
Gavilan Community College
Glendale Community College
Hartnell College
Kern Community College District
Laney College /Peralta CCD
Las Positas Community College
Los Angeles Community College District
Los Banos College
Los Rios Community College District
Marin Community College District
Merced College
Monterey Peninsula Community College
Napa Valley College
Ohlone Community College
Oregon State University
Sacramento City College
San Diego Community College District
San Diego State University
San Francisco Community College
San Jose Community College
San Joaquin Delta Community College
San Mateo Community College District

SCHOOL DISTRICTS

Bakersfield City SD
Mill Valley School District
Monterey Peninsula USD
Mt. Diablo USD
Moraga SD
Oakland USD
Sausalito-Marin City SD
Tamalpais High School

CITIES AND TOWNS

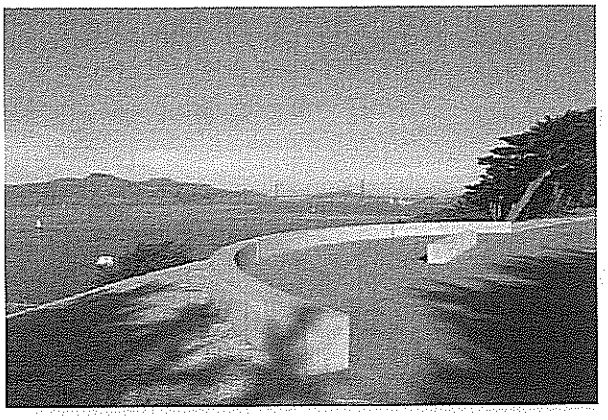
Alameda
Bend, OR
Clovis
Corte Madera
Cotati
Danville
Dixon
El Cerrito
Emeryville
Fairfax
Fairfield
Fort Bragg
Larkspur
Lemoore
Lincoln
Mill Valley
Mountain View
Richmond
San Carlos
San Diego
San Francisco
San Leandro
San Marcos
San Rafael
Santa Clara
Santa Fe, NM
Sausalito
Solano Beach
Sochi, Russia
Tracy
Vacaville
Vancouver, B.C.
Watsonville
Yucca Valley

COUNTIES

Alameda
Calaveras
Contra Costa
Del Norte
Marin
Mendocino
Napa
Placer
Riverside
San Diego
San Francisco
San Luis Obispo
Santa Clara
Sonoma

AGENCIES

B.A.R.T.
CA Dept. of Fish & Game
CA Dept. of Rehabilitation
CA Dept. of Transportation
CA EDD
CA DGS
CA DMV
CA Lottery; HQ
Port of San Diego
Presidio of Monterey



ADA Project: Golden Gate National Recreation Area

REFERENCES

Ray Leftwich, Project Manager/Senior Civil Engineer
City of Lincoln, California
Department of Public Works
600 Sixth Street
Lincoln, CA 95648
916.434.2457
rleftwich@ci.lincoln.ca.us
Scope/Services: ADA Barrier Survey, Self-Evaluation, Transition Plan

Bruce Soublet, Assistant City Attorney
City of Richmond, California
1404 Marina Way South
Richmond, CA 94804
510.620.6509
bruce_soublet@ci.richmond.ca.us
Scope/Services: ADA Audits of Facilities, Parks & Trails, ADA Transition Plan, and assisted the City Attorney's Office with an ongoing settlement agreement pertaining to City-wide ADA issues

Lydia Romero, Acting City Manager
City of San Marcos, California
1 Civic Center Drive
San Marcos, CA 92069
760.744.1050
lromero@san-marcos.net
Scope/Services: ADA Self-Evaluation and Transition Plan

Rob Ewing, Town Attorney
Town of Danville, California
510 La Gonda Way
Danville, CA 94526
925.314.3383
REwing@danville.ca.gov
Scope/Services: ADA Self-Evaluation and Transition Plan

A. PROJECT APPROACH

SSA has the expertise and resources available in order to complete the scope of work within the desired time frame. To follow is SSA's project methodology to fulfill the City's goals for this project:

Project Approach
SSA has expert staff available to complete the ADA Transition Plan and Self Evaluation thoroughly and expeditiously. The methodology to follow represents an approach to accomplish the City's goals and needs for this project. SSA will work closely with the City's ADA Compliance Team to fully develop and precisely detail the method for successful project outcome.

Summary of Project Approach
Kicking off the project, SSA's team will immediately begin to coordinate the survey schedule and logistics, set up the report production and delivery schedule, and will work to acquire preliminary project information from the City's ADA Compliance Team such as capital projects master plan, pavement management program, anticipated yearly budget allocated for barrier removal, timeline, person responsible for implementation of the ADA Transition Plan, etc.

SSA will perform surveys as described in the following Scope of Work section. This work may include facilities with associated entrances, paths of travel, restrooms, drinking fountains, parking, drop-off areas, pedestrian facilities and accessible elements within the public rights-of-way, and providing a training workshop for the City's Maintenance Personnel. Once analyzed and compiled, the data will be processed into SSA's Accessibility Planning (AP) Database for report production.

Draft ADA Transition Plan reports for each facility will be delivered to the City's ADA Compliance Team for review and prioritization. The final Comprehensive ADA Transition Plan will integrate any additional comments by the City's ADA Advisory Team.

Critical Elements
To follow are elements and benefits of the City's editable and living ADA Transition Plan. The Access Compliance Survey will provide the City with:

- A list of existing accessibility barriers describing each barrier and recommendation of a removal solution
- A preliminary cost estimate for removal of each barrier
- A priority assigned to each barrier
- A schedule for barrier removal
- Designation of a person responsible for barrier removal
- The ability to "check-off" mitigated barriers
- The ability to easily demonstrate steps taken toward removal of all barriers to access

SSA's project methodology has been effectively applied to several local government entities, which SSA has worked with in the recent past. SSA has a capable and knowledgeable staff equipped with the right training, tools, and knowledge to complete this project within the City's desired timeframe of June 30, 2013 (see Gantt chart in the next section).

B. SCOPE OF SERVICES / SCOPE OF WORK & PROJECT TASKS

1. Management/Coordination & Meetings

Project Planning and Coordination
Upon awarding of the contract, SSA will begin the process of reviewing background information as well as planning, coordinating and scheduling site visits and facilities assessments and surveys. In addition SSA will participate in a kick-off meeting with the City's ADA Compliance Team. Many project components discussed here regarding contacts, project schedule, communications, etc. will be agreed upon prior to an official project kick-off via email and phone conversations.

Field Survey Preparation
SSA will work with the City's ADA Compliance Team to gather information about facilities included in the scope of work. Obtaining as-built (or schematic) drawings from the City for buildings, parks and general site conditions, is important at this stage as these drawings represent a basic component of both the survey and the reports SSA will produce and deliver.

Developing SSA's overall awareness of City programs, services and activities offered and conducted at each site will afford SSA's field surveyors the opportunity to consider barriers to access both programmatically and architecturally.

Kick-off Meeting
The SSA project team will arrange a meeting with City's ADA Compliance Team to review, refine, and finalize the scope of work, survey and completions schedules, as well as project communications, final deliverables and overall project strategies and goals. This initial meeting will encompass survey logistics such as building access, security passes, and will identify contact personnel at the facilities to be surveyed.

SSA will record and distribute minutes of meeting to ensure project-wide understanding and accord of any and all decisions taken at the kick-off meeting.

Equipped with drawings, program information, the final scope of work and the project schedule, SSA will begin field surveys.

Project Kick-Off Meeting

2. Survey of Programs & Facilities

SSA will record and distribute minutes of meeting to ensure project-wide understanding and accord of any and all decisions taken at the kick-off meeting.

Equipped with drawings, program information, the final scope of work and the project schedule, SSA will begin field surveys.

Concurrent Assessments & Surveys
In the initial phase of the project, two types of assessments will occur concurrently. One set of assessments will focus on program accessibility while the other around physical accessibility. The end of this phase will produce two analyses which will be integrated into one comprehensive Draft ADA Transition Plan. This parallel approach – to physical and program access assessments, allows a more comprehensive understanding of access compliance issues for the City of Turlock.

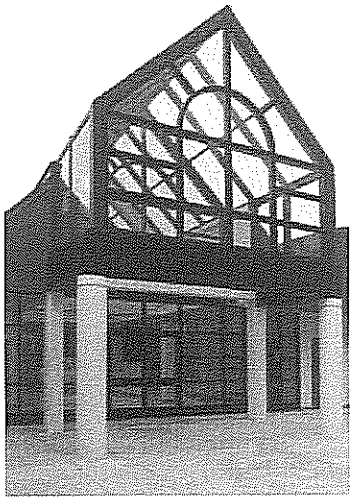
Program Access Assessments
Review: Following the review of the background information provided by the City of Turlock, the program team will identify, request and review any additional information that would be helpful in the initial evaluation of city-wide and program-specific policies, practices and procedures.

The SSA team will interact with the City's ADA Compliance Team as needed to obtain information for the most complete assessment of the City's programs, services and activities.

Program Analyses
Feedback on City-wide and program-specific policies, practices and procedures is reviewed in its entirety and areas identified where improvements are needed. The findings, recommendations and initial prioritizations are compiled into a draft program assessment. This draft assessment is then integrated with the physical access survey results into the draft Self-Evaluation and Transition Plan.

Survey Standards
SSA will conduct field assessments in the most unobtrusive manner possible. Assessments will be in accordance with current code standards; Title II of the ADA, the Americans with Disabilities Act Accessibility Guidelines (ADAAG), 2010 ADA Standards and where applicable the relevant California State Building Code.

Survey Scoping
Field surveys of facilities (including building interiors, accessible parking, passenger drop-off and loading zones, pedestrian pathways, restrooms, etc) shall include the collection and precise documentation of field data for accessibility elements at each site identified in the scope of work. Elements required to be accessible, and included in the surveys will include the following:



Del Norte Courthouse
Crescent City, CA

Site Exterior: Survey will include exterior path of travel from/to the nearest site entrance point from the public right-of-way; accessible parking spaces; passenger drop-off and loading zones; walks and sidewalks; curb ramps; ramps; way-finding signage; exterior elevators and lifts.

Interior: Survey will include all interior areas accessible to and by the general public (and select employee areas where there may be an opportunity to develop program alternatives and options for value engineering); entrances and exits; interior paths of travel; lobbies; counters; seated waiting areas; public telephones (including TTY); drinking fountains; elevators; platform lifts; doors and gates; access to and through all rooms and spaces; corridors, hallways and vestibules; restrooms; room identification signs; areas of rescue assistance; assembly areas; assistive listening systems; and alarms.

PROW: Field surveys of pedestrian facilities within the City's public rights-of-way will include the collection and precise documentation of each element found to be inaccessible and potentially hazardous to persons with disabilities. The following are several aspects of pedestrian features to be considered in the course of field surveys – 1,565 curb ramps, pedestrian signal actuators at signalized intersections, 510 miles of sidewalks, bus stops, etc. SSA's surveyors are equipped with the necessary tools to field-verify pedestrian access route widths; slopes and cross-slopes; vertical changes in level; horizontal gaps; overhead clearances and hazards; and protruding objects.

In undertaking the ADA barriers inventory and condition assessment of pedestrian access routes within the rights-of-way, SSA surveyors will employ innovative sidewalk profiling technologies to document barriers and prioritize improvements where they are most needed. The data collected will include geographical information (coordinates) and will be compatible with the City's GIS asset management database.

Should the City decide to integrate the survey data into GIS, a web-based mapping interface for asset management and compliance monitoring system may be designed, from which City staff can retrieve information on barriers in the public rights-of-way and prioritize and implement barrier mitigation (see Alternate Services #1 after this section).

Barrier Identification
Where exterior or interior barriers to accessibility are identified, surveyors will:

1. Record the specific location of the barrier
2. Measure and record all associated deficiencies
3. Document all dimensions and conditions needed to develop proposed solutions, equivalent facilitation program modifications

All data will be recorded using SSA's field survey sheets and code checklist. The checklist contains thousands of individual codes, grouped by specific items, and provides surveyors with an efficient tool to document physical barriers and assign proposed solutions and interim recommendations.

Preliminary Prioritization
In the field, the survey team will evaluate and assign a preliminary priority to an individual barrier as it relates to overall facility and programmatic access, as well as its impact upon persons with disabilities. These preliminary priorities may change based upon further data analysis and/or input from City's ADA Compliance Team, SSA, and (through an outreach meeting and/or the City's ADA Advisory Team input) facility users and other interested parties.

SSA will work closely with the appropriate City staff to identify key items found in the survey and obtain additional information to determine a final level of prioritization. Basic prioritization models, such as the severity of the code deviation, frequency of use, nature of programs offered, type and location, will be considered throughout this process.

Preliminary Cost Estimate
In addition to thorough knowledge of disabled access compliance, SSA surveyors have strong backgrounds in architecture and construction. Trained to determine the most feasible and cost-effective solutions for barrier removal, SSA's field teams will first view each barrier as it relates to the overall program in an effort to:

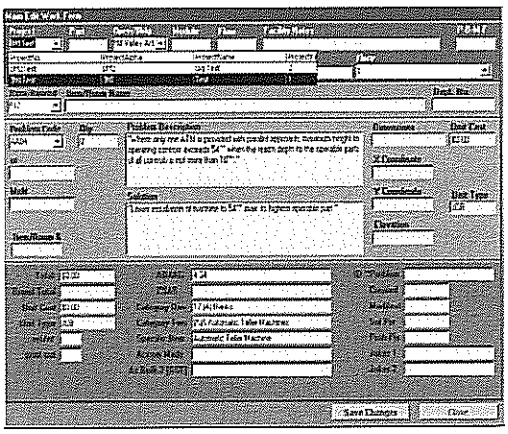
1. Measure the relative importance of the barrier and
2. Where possible, identify non-architectural solutions, such as equivalent facilitation or programmatic modification.

If equivalent facilitation or program modification can be provided without altering the basic service offered, major cost savings can be realized over the alternative of architectural barrier removal. Regardless of the solution, each surveyor will record all pertinent data and measurements of the surroundings in order to develop one or more alternatives and cost estimate.

3. Facilities Survey Reports

Data Analysis
SSA's surveyors and project manager will conduct a detailed analysis of noncompliant barriers. Analysis primarily consists of ADA standards and California State Building Code review. In certain instances SSA will examine any applicable exceptions and or changes to code (via courts) and potential conflicts between the requirements of the ADA standards and those of the California State Building Code. Field data will then be prepared for data entry.

Data Entry – AP Database
Once review of the field data is complete, SSA's technical staff will handle the important task of data entry. SSA has developed an excellent computer-based tool, which provides a variety accessibility functions. SSA's Accessibility Planning "AP" Database is a relational database program that assembles, organizes and maintains field survey data; maintains records of as-built conditions (actual measurements), code requirements (required measurements), construction cost estimates, and recommendations for solutions for the removal of non-compliant access barriers. The program will also generate the access compliance survey report.



Accessibility Planning "AP" Database
Developed by SSA

Upon project completion, this relational database will provide the City with an editable monitoring, tracking and planning mechanism that allows for receiving and updating barrier mitigation, as well as generating progress reports.

The AP Database will list the identified barriers in a report format that cites all deviations from applicable accessibility requirements contained in the Americans with Disabilities Act Accessibility Standards and the California State Building Code. The format will allow sorting of recorded information by location, type, severity, category, cost of identified barriers, etc.

This flexible tool can be easily modified to handle specific client requests and sorting functions; for example listing the associated costs of updating noncompliant hardware at building entrances within a particular facility. All data is exportable and compatible with a variety of formats including Microsoft Excel (*.xls) and Adobe Acrobat (*.pdf). The database may also be integrated with the City's Facilities Database Management suite using the same item descriptors.

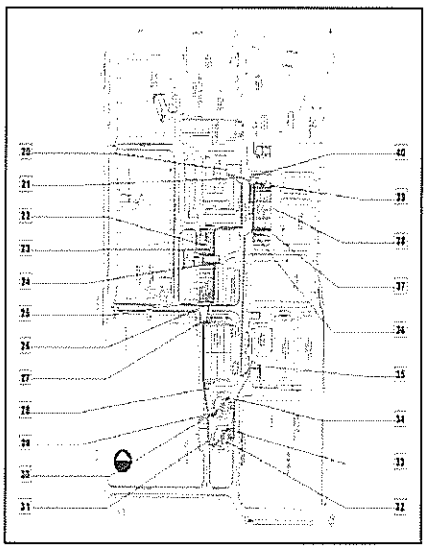
Report Production

The following information contains the typical data included in SSA's ADA Transition Plan Reports. The following information for each barrier will be incorporated:

- Item number of barrier and/or room numbers, corresponding to schematic site, floor or barrier-location plans
- Area/location of the barrier; for example building and room name or number, pathways, playfields or building names
- Description of the barrier (as-built measurement or situation)
- Code citations, specifying the applicable sections in the State and federal accessibility regulations
- Method of mitigation (e.g. program modification, equivalent facilitation, physical alteration, purchase, etc.)
- Detailed description of proposed solution and, if applicable, an alternative or interim solution
- Severity of individual barriers (five levels: 1=high, 2=medium, 3=low)
- Unit and estimated unit price
- Conceptual Cost Estimates for removing barriers to access or bringing non-compliant elements into compliance
- Prioritization and schedule of barrier removal work to be integrated with the capital master planning construction schedule and/or pavement management program
- Timeline for ADA Transition Plan barrier mitigation
- Survey information, such as surveyor name, survey date, and special site conditions

Schematic Key Drawings

SSA's site and facility reports will include schematic site and floor plans (provided to SSA by the City) on 8.5" x 11" sheets to facilitate locating barriers identified in the ADA Transition Plan. These key drawings correspond to items in the ADA Transition Plan.



4. Transition Plan Development - Implementation Phase

Input from City's ADA Advisory Team

After refining and incorporating recommendations into the Draft of the ADA Transition Plan, based on consultation and meeting with the City's ADA Compliance Team, SSA will formally present the first Draft Transition Plan to the City's ADA Advisory Team in an interactive question and answer session to review the document, explain rationales for project priorities and solicit the Team's input. Once the ADA Advisory Team's comments are documented, SSA will prepare to solicit community and public input at-large. This will launch the final phases of the ADA Transition Plan Update, including: identifying funding sources, identifying the sequence of barrier removal to provide the most readily achievable program access, yearly funding identification, designation of person responsible for implementation of the ADA Transition Plan, and a long-term schedule for implementation of the barrier mitigation at each facility.

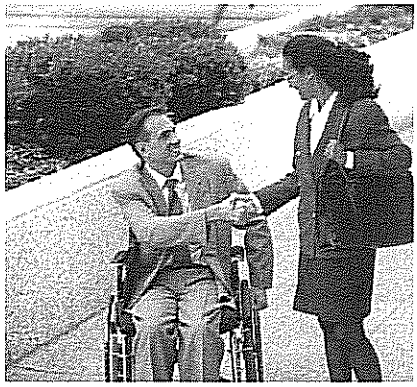
Public Outreach

In order to ensure future support for the implementation of the City's ADA Transition Plan, it will be critical to reach out to key members of the community to solicit their input in prioritizing the most important barrier mitigation. As required in the RFP, SSA will meet with members of the community at-large at an advertised public hearing, to be held in the evening on a weekday. The meeting will include a facilitator and chart writer, and summary notes of key findings will be included in a technical memorandum at the completion of this task. As a starting point we will work with the City's ADA Advisory Team to identify stakeholders that are most likely to represent the interests of persons with disabilities, and other interested groups that the team has deemed critical to the development of this plan.

The Draft Transition Plan along with one or more appendices will be used to solicit public input on the development of the Transition Plan thus far. An important step in finalizing the Transition Plan and the recommendations therein is now vetting it with stakeholders. This is done in one of many ways, such as:

- Hard-copy of draft is made available for review and comment at the City Library and/or the Community Center
- Electronic copy is made available for review and comment on City's website for 2 to 6 weeks
- Public outreach meeting organized to collate and address questions/comments at designated (accessible) location

SSA will develop a communications plan and discuss ideas with the Compliance Team and Advisory Team as to how we might effectively engage and best solicit input from the City's disabled population and/or other interested persons who might want to contribute to the success of the City's plan to transition into an even more accessible destination. We understand that successful public outreach is paramount to the City; and to this end, the community must believe that there is fairness in the City's approach and that their input is respected and considered in the decision-making process.



SSA's team will use written communications, weekly advertisements in the Turlock Journal and Modesto Bee, mailers, and will incorporate suggestions made by the City's ADA Advisory Team and organizations representing persons with disabilities regarding how to reach the breadth of constituents impacted by the City's Transition Plan, and successfully solicit their input.

Our outreach team is sensitive to the unique needs of individuals with disabilities and will treat the City's constituents with respect and courtesy. SSA employs appropriate etiquette when communicating with persons with disabilities, whether, physical or cognitive. Our outreach team will research the community that we will be communicating with in order to be better prepared to meet their unique needs in a respectful way.

Implementation of Final ADA Transition Plan

SSA will respond to questions and concerns with respect to the development of the City's ADA Transition Plan. SSA will document these comments as well as assist with drafting the City's official responses to the same and proceed to prepare a second Draft of the City's ADA Transition Plan, which will include a detailed description of identified barriers with the plan for a mitigation schedule. SSA will conduct meetings with the City's ADA Compliance Team and ADA Advisory Team to present the second Draft of the City's ADA Transition Plan and seek concurrence from both teams for adoption of the Plan. SSA will also reach agreement with the ADA Advisory Team on how the priorities set by participants in the public hearing will be integrated to reach a final decision on the prioritization criteria.

Any final edits and changes will be incorporated into the third and final Draft of the City's ADA Transition Plan, which will include an executive summary, process overview, stakeholder participation, official responses to comments received and the resulting implementation plan. We will share our expertise on the implementation of a transition plan; that includes regularly updating the document, and discuss available alternatives should funding or priorities shift for a particular Transition Planning period. SSA's project manager will present the final Draft of the ADA Transition Plan for discussion and adoption by City Council at a regularly scheduled meeting.

The final document is a living document that may be modified as needed. For at least three years following completion, the City's final document should be maintained on file and made available for public inspection.

Training for Electronic Database Tracking/Reporting Tool

SSA's veteran project management team will oversee all aspects of training City staff. Our time-tested Accessibility Planning (AP) database is the backbone of our ADA assessment work, will be tailored to meet Turlock's current and anticipated needs. The database is notable for its ease of use, reliability, and intuitive report-generation capabilities and user interface. Current costs are seamlessly integrated to ensure the accuracy of unit and cumulative cost estimates. SSA will provide the necessary database management software upon project delivery, which will facilitate comprehensive tracking of compliance items by the City's ADA Compliance Team. An accurate and comprehensive database is key for the City to successfully manage, implement and update the City's reports over the Transition Planning period

General Accessibility Training for City Personnel

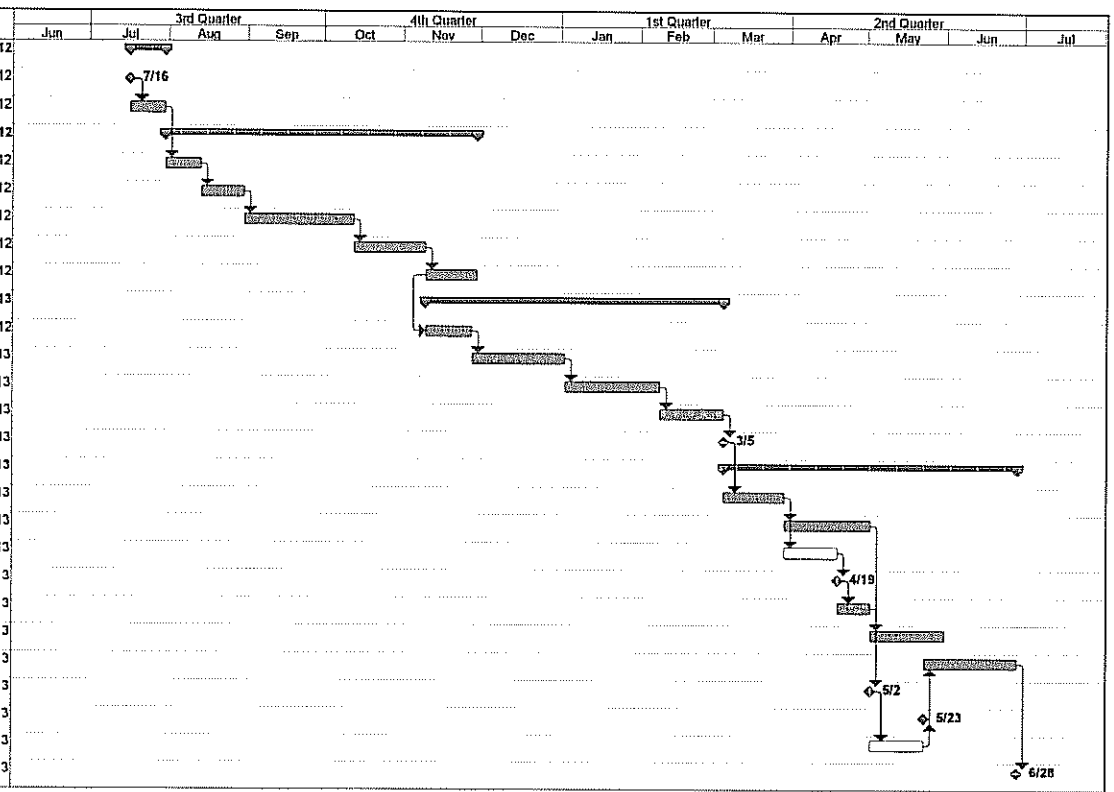
Accurate, efficient and timely training for field/maintenance personnel provide the foundation for reliable transition planning efforts. SSA will work with City staff to customize training objectives based on the corresponding experience of staff being trained. The Training will include:

- Role for maintenance staff in creating and maintaining access in City facilities
- Disability awareness and ADA overview for staff having public contact
- Accessible meeting production and auxiliary aids and services provision for meeting planners

ADA technical training for civic and commercial clients is another SSA specialty, and we will share our "best practices" knowledge of disabled access compliance methodologies with the City personnel being trained.

PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Coordination & Preparation**	**10 days**	**Mon 7/16/12**	**Mon 7/30/12**
2	Project Kick-off	0 days	Mon 7/16/12	Mon 7/16/12
3	Identify & Obtain Necessary Documents for Audit & Survey	10 days	Mon 7/16/12	Mon 7/30/12
4	**Facilities Surveys**	**85 days**	**Mon 7/30/12**	**Thu 11/29/12**
5	Survey Preparation	10 days	Mon 7/30/12	Mon 8/13/12
6	Surveys - Buildings, Parks & Misc Facilities	13 days	Mon 8/13/12	Thu 8/30/12
7	Surveys - Signalized Intersections & Curb Ramps	30 days	Thu 8/30/12	Fri 10/12/12
8	Surveys - Mid-block Sidewalks & Transit Stops	20 days	Fri 10/12/12	Fri 11/9/12
9	Key Plans	12 days	Fri 11/9/12	Thu 11/29/12
10	**Facilities Survey Reports**	**76 days**	**Fri 11/9/12**	**Tue 3/5/13**
11	Data Analysis	10 days	Fri 11/9/12	Tue 11/27/12
12	Data Entry	24 days	Tue 11/27/12	Wed 1/2/13
13	Mitigation Solutions & Alternative Policies for Program Access	26 days	Wed 1/2/13	Fri 2/8/13
14	Cost Estimate	16 days	Fri 2/8/13	Tue 3/5/13
15	Submit Facilities Survey Reports of Findings & Recommendations	0 days	Tue 3/5/13	Tue 3/5/13
16	**Transition Plan Implementation - Reports & Database**	**82 days**	**Tue 3/5/13**	**Fri 6/28/13**
17	Assign Severities	18 days	Tue 3/5/13	Fri 3/29/13
18	Prioritization and Ranking Rationale of Barriers	24 days	Fri 3/29/13	Thu 5/2/13
19	Draft Transition Plan Reviewed by City ADA Compliance Team	15 days	Fri 3/29/13	Fri 4/19/13
20	Comments & Tentative Annual Mitigation Budget by City Staff	0 days	Fri 4/19/13	Fri 4/19/13
21	Integrate Annual Budget & Funding Sources	9 days	Fri 4/19/13	Thu 5/2/13
22	Schedule Mitigation of Barriers	20 days	Thu 5/2/13	Fri 5/31/13
23	Integrate Comments from City's ADA Advisory Team	25 days	Thu 5/23/13	Fri 6/28/13
24	Presentation of Results to City's ADA Compliance Team	0 days	Thu 5/2/13	Thu 5/2/13
25	Community Outreach to Solicit Public Input	0 days	Thu 5/23/13	Thu 5/23/13
26	Final Draft Transition Plan Reviewed by ADA Compliance Team	15 days	Thu 5/2/13	Thu 5/23/13
27	Adoption of Updated Transition Plan by City Council	0 days	Fri 6/28/13	Fri 6/28/13



Project: City of Turlock
ADA Self Evaluation & Transition Plan Update

Task		External Tasks		Inactive Summary		Start-only	
Split		External Milestone		Manual Task		Finish-only	
Milestone		Inactive Task		Duration-only		Progress	
Summary		Inactive Task		Manual Summary Rollup		Deadline	
Project Summary		Inactive Milestone		Manual Summary			

ALTERNATE SCOPE #1: GIS TASKS

Here are 2 possible scenarios here:

- If the City opts for any or all the following GIS optional tasks, SSA would provide the City with the ESRI ArcGIS application and/or GIS-based barrier-ranking tools with corresponding documentation. SSA will also provide the City with necessary GIS layers, geodatabase and/or shape files requested by the City. Once these GIS tools are developed and ready to be handed-over to the City, SSA will work on-site with the City's GIS staff to integrate these tools into the City's existing GIS and provide training as required.

- If the City does not opt for any of these GIS optional tasks, SSA would provide the full dataset in a tabular format (e.g. Access DBF file, Filemaker DBF file, Excel CSV file, etc). This tabular database would include GIS coordinates which staff can use to create layers, shape-files and/or a geodatabase and integrate into the City's existing GIS.

In either scenario, SSA will coordinate with City's GIS staff to determine the preferred format for the deliverables.

Here is a brief description of SSA's optional GIS services for the Turlock ADA Transition Plan project. These services include tasks related to data integration, mapping, analysis, data ranking and presentation of GIS data using a web browser.

The GIS work is broken up into the following tasks and sub-tasks with detailed descriptions and major deliverables:

1. Alternate Scope #1: GIS Data Aggregation & Barrier Ranking Tool

1.1. **Data Conversion to GIS layers.** Deliverable: GIS layers for each ADA feature type. This task involves processing survey data in various formats, and creating point and line GIS layers. This task includes data formatting, projecting, linear referencing, attribute standardization and data consolidation and organization. This is a key task upon which all other tasks are dependent since they cannot be accomplished until the data is in a GIS format.

1.2. **Technical Infeasibility Analysis.** Deliverable: Technical Infeasibility GIS layer. This task involves identifying and creating a GIS layer for those portions of non-compliant data that are classified as technically infeasible; e.g. a section of sidewalk running slope does not meet ADA guidelines, but the City is able to document the issue as technically infeasible because of the existing grade of the adjacent street. This is an optional GIS analysis tool, but it is valuable because it can greatly reduce the amount of non-compliant barriers which a City is responsible for mitigating.

1.3. **Sidewalk Data Aggregation.** Deliverable: GIS layer for Sidewalks with ADA attributes. This task involves converting all the data from the various sidewalk related datasets into attributes which would be attached to each individual sidewalk feature. This task is also an intermediate step which is necessary to support the latter tasks of barrier ranking and the mapping interface for the ADA dataset.

1.4. **ADA Activity Ranking.** Deliverable: Activity scores for each feature. This task involves assigning scores to each ADA feature based upon the likely activity to be expected for that feature. The idea being that pedestrian facilities which get a lot of use should be assigned a higher priority for repairs than those which are not heavily used. A variety of spatial data characteristics such as socio-economic data, transit routes and stops, arterial classifications, housing and employment density, etc. are used to assess each feature and assign it a score. A user friendly interface which allows City Staff to assign different weights to the various criteria and re-run the analysis repeatedly in order to iteratively refine the analysis as needed is a key feature of this GIS-based ranking tool. The tool can be used by personnel without having in-depth GIS knowledge.

1.5. **ADA Impedance Scoring.** Deliverable: Impedance scores for each feature. This task involves assigning scores to each ADA feature based upon the field data collected for that feature. So a sidewalk with large portions of non-compliant slope and grade or with lots of obstructions would be assigned a higher priority for repairs than one with few issues. User-friendly interfaces allow City staff to adjust weights and try different scoring scenarios to validate the scoring strategy.

1.6. **Final Prioritization scoring.** Deliverable: Final scores for each feature/Tabular report. This task involves combining the activity and impedance scores from the above tasks to create the final prioritization score for each feature.

1.7. **Miscellaneous GIS Integration Tasks.** Deliverable: Various (see below). This task is a catch all for miscellaneous tasks which are necessary but don't fit with the tasks above.

1.7.1. Metadata Creation: Creating detailed documentation about each GIS layer created.
1.7.2. Maps for Report: producing maps for final report
1.7.3. Training: training in use of the GIS tools developed; viz. the barrier ranking tool and training for browser-based mapping interface.

SSA Survey Team Surveying a City Facility, City of San Francisco

C. FEE SCHEDULE / PROJECT COST SUMMARY

1)	Project Coordination Training Workshop & Meetings – (Pri-5%; Dir-28%; PM-67%)		$ 11,540.00
2)	Facilities Surveys – (PM-25%; Sur-75%)		$ 84,240.00
	Buildings, Parks & Misc. Facilities:	$34,640.00	
	Intersections – 1,565 Curb Ramps & Pedestrian Signals:	$29,760.00	
	Mid-block Sections – 510 miles of Sidewalks:	$19,840.00	
3)	Facilities Survey Reports – (Dir-9%; PM-22%; Sur-15%; TS-54%)		$ 31,700.00
	Analysis and Database Development:	$14,000.00	
	Recommended Method of Conformance:	$ 9,980.00	
	Cost Estimate for Improvements:	$ 7,720.00	
4)	Transition Plan Reports & Electronic Database – (Dir-9%; PM-41%; TS-50%)		$ 34,540.00
	Severity Levels, Prioritization and Implementation:	$19,200.00	
	Integrate Annual Barrier Removal Budget and Develop Mitigation Schedule:	$15,340.00	
	Project "Not to Exceed" Total: City of Turlock – Transition Plan:		***$162,020.00****

**Proposed fee based on preliminary estimates subject to clarification of project scope, schedule and budget. After review of "as-built" drawings, verification of facility characteristics and determination of public-rights-of-way sample size, fee may be adjusted during contract negotiations in conjunction with City staff.*

ALTERNATE SCOPE SERVICES (if requested by City):

1. GIS Coordinates for Pedestrian Facilities in PROW Data:	*no charge*
2. GIS-based Barrier Ranking Tools & Data Integration:	*$17,320.00*

FOR ADDITIONAL SERVICES (if requested by City):

1. Additional facilities that may be added by the City to the scope of Transition Plan and fee proposal based on square footage or facility type
2. In conjunction with Additional Services, a mileage reimbursement rate (based on U.S. GSA guidelines) of $0.555 per mile

Hourly rates for additional services:

Principal (Pri)	*$225.00*
Director (Dir)	*$185.00*
Project Manager (PM)	*$160.00*
Surveyor (Sur)	*$ 90.00*
Technical Staff (TS)	*$ 75.00*
Administrative/Clerical Staff	*$ 55.00*

The above hourly fees are standard SSA hourly rates for occasional small tasks, which do not reflect the economies of scale of larger projects. SSA prefers fixed-fee projects as proposed here for the City of Turlock to allow the City to realize the savings inherent in the project.

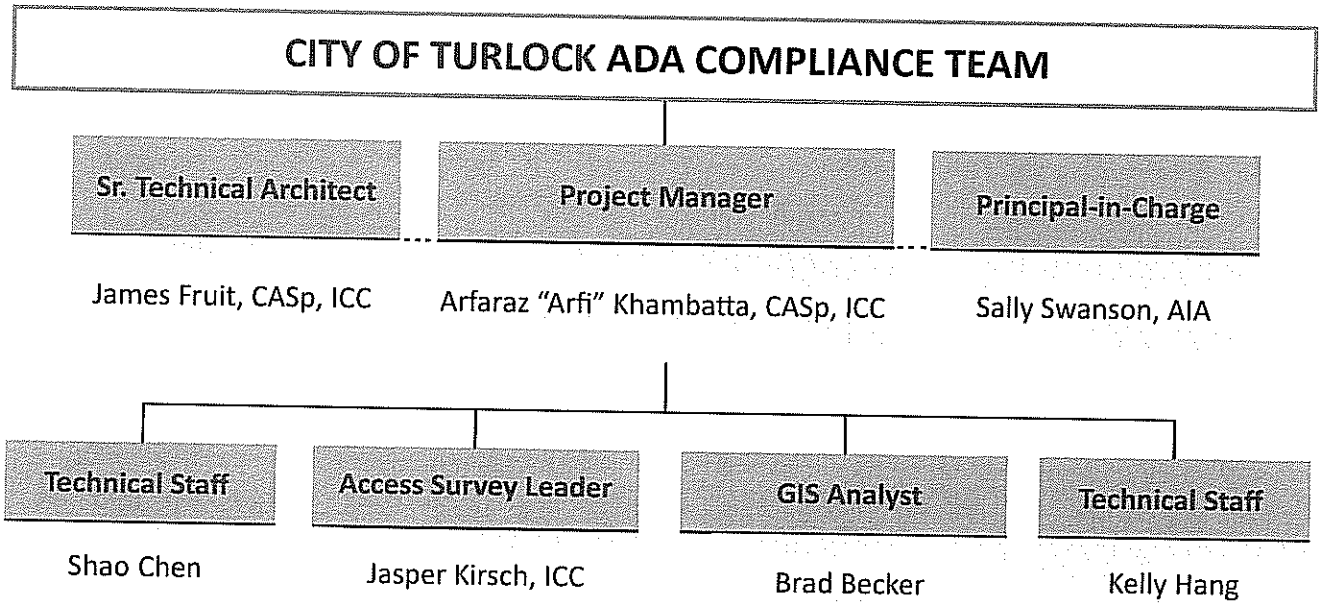
D. SUBCONTRACTORS

All work will be done by Sally Swanson Architects. No outside subcontractors will be used for the City of Turlock's ADA Self-Evaluation and Transition Plan Update.

E. PERSONNEL

SSA's expertise and cost-effective methodology are evident in our solid record of excellent service to California cities, counties and educational entities. Our team of professionals — two of whom are CASp certified — are devoted to this speciality and have worked together on many projects to efficiently generate precise survey results and recommend the most balanced and reasonable solutions for barrier mitigation. These solutions are often imaginative, low-cost, programmatic changes that avoid costly "bricks and mortar" alterations.

Sally Swanson, Principal-in-Charge, is the sole SSA representative authorized to sign a contract. Please direct correspondence pertaining to the contract to Ms. Swanson at 415.445.3045 x 101, sswanson@swanarch.com, or 220 Sansome Street, Suite 1100, San Francisco, CA 94104. Please see Project Team resumes in the Appendix.



SSA has provided pioneering efforts in providing access compliance. The firm has a 30-year history working with cities across California, within the U.S. and internationally for the 2014 and 2018 Olympics/Paralympics.

1975	Helped write Access Compliance Codes in Title 24
1979	Formatted Transition Plans with Department of Rehabilitation
1982	Determined State funding with Department of Finance
1991	Developed priorities for California Community Colleges
1994	Developed concept of Path of Travel with DSA
1998	Developed Transition Plan guidelines for Dept. of Corrections
2003	Developed DSA Access Compliance Checklist
2003	Developed DSA Access Checklist for CA-Leased Buildings
2007	Assisted Sochi, Russia – Host, 2014 Olympics/Paralympics
2008	Assisted CA Community Colleges Chancellor's Office Choice Committee
2008	Expert testimony to US Access Board
2008	Founding Member, Standards Development Committee, GUDC
2011	Assisted PyeongChang, Korea - Host, 2018 Olympics/Paralympics

SSA PROFESSIONAL LICENSES, ACCREDITATION & MEMBERSHIPS

DSA Certified Access Specialist: Arfaraz Khambatta (CASp #165), James Fruit (CASp #160)

ICC Certified Accessibility Inspector/Plans Examiner: Arfaraz Khambatta, James Fruit, Jasper Kirsch

ICC Certified Building Inspector: James Fruit

DSA Plan-Reviewer Training Seminar Leader: Arfaraz Khambatta

Member, Evaluation of Detectable Warning Advisory Committee Member: Arfaraz Khambatta

Architectural License: Sally Swanson No. C12746, James Fruit No. C 27111, Kathleen Wong No. C 25414

LEED 2.0 Accredited Professional: Kathleen Wong

Founding Member, Standards Development Committee, Global Universal Design Committee: Sally Swanson

F. CONFLICT OF INTEREST

Sally Swanson Architects has no actual, apparent, potential, direct or indirect conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided for this project.

G. EXCEPTIONS

Sally Swanson Architects takes no exceptions to the City's professional services agreement, which includes the City's insurance requirements.

SALLY SWANSON
AIA / CEO / Principal-in-Charge

License: Architect, CA, 1982, #C12746

Education: M.A. in Urban Design & Planning, Columbia University
Environmental Studies, University of Washington
B.A. in Architecture, University of Illinois

Experience: Ms. Swanson, Principal of Sally Swanson Architects, Inc. has over 33 years of experience in architecture, planning and accessible design and has managed her own award–winning firm since 1980. She has considerable experience working on transition plans for cities and counties throughout the State of California and beyond. Sally Swanson has earned an excellent reputation with these clients, as well as with the Department of General Services, the Division of the State Architect, the California Community Colleges Chancellor's Office, and O.S.H.P.D. She has also assisted many California schools and colleges to obtain available state and local funding.

Ms. Swanson is recognized as a leader in access compliance. Working closely with the disabled community, she was instrumental in the development of the building code requirements for California's Title 24 disabled access regulations. She has worked with many of the organizations that helped create and pass the Americans with Disabilities Act. In her design work she strives to enable persons with disabilities while maintaining the architectural integrity of each project she undertakes.

Ms. Swanson was also an advisor to the Governor's ADA task force for the Community College Chancellor's Office. She and her team have provided transition plans, cost estimates, preliminary plans, and design and construction documents to help various public clients achieve compliance with federal and California standards.

Ms. Swanson works closely with all her clients, establishing effective communication that lasts through the life of a project. She helps her clients clearly define their specific needs and future goals, translating this information into a built environment that is both functional and aesthetically pleasing. She works extremely well, not only with her clients, but also with the entire project team, her staff, enforcing agencies, consultants, builders and stakeholder communities.

Ms. Swanson's expertise in the renovation and new construction of public spaces is extensive, turning poorly organized and nonfunctional spaces into new efficient facilities. She pays attention to interior details, finishes, color, and textures that result in the successful redesign of institutional spaces.

Ms. Swanson was recently appointed a member of the DSA Advisory Board Access subcommittee and named one of the Top 100 Bay Area Woman Business Owners by the San Francisco Business Times.

Awards and Memberships:

- Member, American Institute of Architects
- Member, C.A.P.E.D., and C.A.S.H
- C.A.S.H Design Award
- Larkspur City Hall & Library Award
- First Award Nationwide for Interior Reconstruction
- Standards Dev. Committee, Global Universal Design Commission
- Member, Governor's ADA Task Force for California Community Colleges, Chancellor's Office

ARFARAZ "ARFI" KHAMBATTA, CASp, ICC
Director, Access Consulting / Project Manager

Certifications and Affiliations: Certified Access Specialist (CASp #164); ICC-Certified Accessibility Inspector/Plans Examiner; DSA Plan-Reviewer Training Seminar Leader; Member, Evaluation of Detectable Warning Advisory Committee Member (reg. # CA/98/23471) – Council of Architecture (India); International Conference of Building Officials (ICBO)

Education: B.A. in Architecture, University of Bombay, India; Thesis in Architectural Technologies in Energy Efficient Buildings (Certificate of Honor)

Experience: Mr. Khambatta has 14 years of experience in planning and executing complex and diversified accessibility consulting and construction projects, including 10 years with SSA. Mr. Khambatta's responsibilities include detailed project design and feasibility analyses, project controls, bid management and coordination between all agencies. His large portfolio of work includes cities and counties, K-12 and post-secondary educational facilities, private and public office buildings, residential, recreational centers, luxury hotels and resort complexes, convention centers and health care facilities.

As Project Manager for SSA's industry-leading Accessibility Consulting practice, Mr. Khambatta is very hands-on. He leads field assessments of facilities for compliance with ADA/ADAAG, CCR Title 24 and other relevant access requirements. Trained as an architect and well-versed in technical and programmatic solutions, Mr. Khambatta's extraordinary depth of experience provides a comprehensive understanding of "best practices."

Mr. Khambatta has collaborated with cities, state agencies, counties and other public entities to develop their Self-Evaluations and Transition Plans using effective planning and budgeting management. Among his most valuable skill-sets are his access compliance plan reviews and back checks of drawings and specifications for DSA. He is particularly adept at access compliance plan reviews. Mr. Khambatta is a highly-responsive Project Manager and trainer of "best practices." As our clients attest, Mr. Khambatta consistently delivers the highest value in professional services.

Project Management Experience, ADA/CBC Surveys, Self-Evaluations and/or Transition Plans (partial list):

Cities: Alameda, Bend (OR), Dixon, El Cerrito, Emeryville, Fairfield, Fremont, Lincoln, Richmond, Ross, San Diego, San Rafael, Santa Fe (NM), Sausalito, Solana Beach, Vacaville, Yucca Valley

Counties: Kern, Marin, Mendocino, San Mateo, Sonoma

State Departments: Caltrans, Corrections and Rehabilitation, Division of the State Architect (DSA), Employment Development, Fish and Game, Motor Vehicles, General Services, Real Estate Services Div.

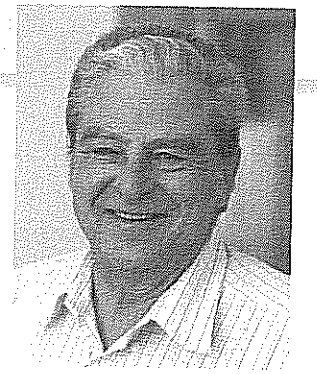
Government, Institutional, Healthcare, and Private: Port of San Diego, Presidio of Monterey, Woodmont Real Estate Services, Harsch Investment Properties, Sutter Health Affiliates, Kaiser Permanente, Asset Management Group, Arden Realty

Papers:

Pedestrian Infrastructure on the Public Right-of-Way: Aging Pedestrians and Prioritizing Sidewalk Hazards Using the Ultra Light Inertial Profiler (ULIP); Transportation Research Board 2012 Conference; Washington, DC

The ULIP: Best Practices and Innovation; International Conference on Mobility and Transport for Elderly and Disabled Persons TRANSED 2012; New Delhi, India

JAMES FRUIT, AIA, CASp, ICC
Senior Technical Architect / Code and Constructability Specialist



Licenses and Certifications: Architect, CA, 1997, #C27111
DSA Certified Access Specialist (CASp #160); Certified Plans Examiner ICC; Certified Building Inspector ICC; Community College Provisional Teaching Credential

Education: Engineering Studies, United States Air Force Academy; Construction Technology Studies, California State University Chico

Affiliations: International Code Conference, Professional Member; International Conference of Building Officials (ICBO); Global Universal Design Commission (GUDC)

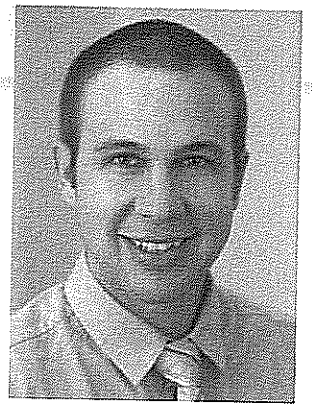
Experience: Mr. Fruit has a rich history of more than 30 years in architecture, life safety codes, and disabled access codes. He has been a building code compliance specialist working for government agencies since 1977 including 20 years of consulting work with one of the pioneer building code consulting companies. Mr. Fruit has been a building official in charge of the building department in Seaside and Morgan Hill; a public employee in San Bruno, Morgan Hill, Gilroy and Solano County; and as a consultant on contract in Pinole.

Career-long work experience includes plan review and building inspection for disabled access compliance starting with the 1982 California Building Code, and performing ADA-based disabled access building and facility surveys with reports since 1991. Mr. Fruit has been with SSA for five years. Mr. Fruit also provides plan reviews on a contract basis to California Division of the State Architect for disabled access. He has a deep understanding of construction practices and an encyclopedic knowledge of all relevant codes.

Mr. Fruit's consulting experience includes numerous cities, counties, special districts, school districts, colleges and universities, and select private companies covering a very broad range of building and construction types. Project experience ranges from small remodels to facilities with more than one million square feet in floor area and high-rise buildings. He has plan-reviewed more than 10,000 constructed buildings to date, performed more than 30,000 combination building inspections, and surveyed more than 100,000 disabled access barriers.

ADA Transition Plan/Self-Evaluation Experience:	**Cities/Towns:** Alameda, Emeryville, Fairfield, Lemoore, Lincoln, Richmond, Ross, San Diego, San Rafael, Santa Fe (NM), Sausalito, Yucca Valley **K-12 Districts:** Mill Valley **Higher Education:** San Diego CCD, San Jose State, Sonoma State
Special ADA Technical Studies, Survey and Plan Reviews:	Cities of Dixon, San Rafael and Watsonville, town of Kentfield, counties of Kern, Marin and Sonoma, DSA, Cal Poly SLO, UC Berkeley, Chabot-Las Positas CCD, National Park Service, LAUSD, historic Woodland Opera House, Sutter Health Hospitals (29 sites), and various housing projects and authorities, Port of San Diego, UC Santa Barbara, AIA San Francisco, Half Moon Bay Seminars (AIA)

JASPER KIRSCH, ICC
Survey Leader / Accessibility Consultant



Certifications & Affiliations: ICC-Certified Accessibility Inspector/Plans Examiner

Education: B.A. in Product Development and Design, San Francisco State University

Experience: Mr. Kirsch has six years of experience with Sally Swanson Architects. As an Accessibility Consultant, Mr. Kirsch conducts field assessments of facilities for compliance with ADA/ADAAG, CCR Title 24 and other relevant access requirements. Mr. Kirsch has been involved with large SSA projects including the development of transition plans for the cities of Solana Beach and Sausalito. Other large projects include facility assessments for Sutter Hospitals, the County of Marin, City of Dixon, and the Marin Municipal Water District. Mr. Kirsch's technical knowledge of federal and state accessibility codes, along with his universal design experience, ensures that SSA offers comprehensive access services. He is responsible for developing and maintaining the design of the AP Database which we use for our surveys and reports. He continues to lead many successful survey assessments and supports the access team as an effective leader.

ADA Project Experience:
Cities: Santa Fe, NM; Emeryville, Danville, Lincoln, Richmond, Solana Beach
Counties: Kern, Marin
Special Districts: Marin Municipal Water District
Higher Education: San Diego CCD, Mt. San Antonio CCD, Sonoma State University, Eastern Washington University, San Mateo CCD
Sutter Health Facilities: Antioch, Berkeley, Oakland, Sacramento, San Leandro, San Mateo, Santa Rosa, Vallejo
Other Health Facilities: Alta Bates Summit Medical Center, Berkeley, CA

BRAD BECKER
GIS Analyst / Accessibility Consultant

Education: B.A. in Geography with an emphasis in Geographic Information Systems, UC Santa Barbara

Experience: Mr. Becker worked with the Redwood City Planning and Economic Development department as a GIS Analyst. He was in charge of a variety of projects and implemented key features to the online GIS system.

While working for Redwood City, he also designed and implemented a system to promote new housing projects by identifying parcels that fit the criteria for substantial tax credit. These parcels were entitled to higher tax credit based on their proximity to various social services and facilities.

Working with SSA as a GIS Specialist with Sally Swanson Architects, Mr. Becker has developed and maintained GIS data for the cities of San Carlos, San Marcos, and Clovis.

ADA Project Experience: San Carlos, San Marcos, Clovis

SHAO CHEN
Surveyor / Accessibility Consultant

Education: Bachelor of Arts in Architecture, UC Berkeley, CA, 2000

Experience: Mr. Chen has over 10 years of architecture experience with SSA, including Carlmont High School Gymnasium in Belmont, City of Emeryville City Hall Garden Room Acoustic Upgrades, City of San Francisco Community Justice Center Holding Cells, Ford Elementary School, Replacement Campus and Transition Campus in Richmond, CA, Muriel Wright Youth Education Center and Cherrywood Elementary School in San Jose, Oakland Unified School District (modernizations), Martin Luther King, Jr. Elementary School, Richmond, CA (portable classrooms).

Mr. Chen also has an in-depth knowledge of ADA compliance, working on Kern Community College District Campus-wide ADA-compliant Restroom Design, UC Berkeley ADA Upgrades (various buildings), the cities of Danville and Lincoln, City of Emeryville Corporation Yard ADA Upgrades, Central Marin Sanitation Agency, San Rafael, CA (ADA barrier mitigation), and City of Dixon, CA Pond A Accessibility Report.

KELLY HANG
Surveyor / Accessibility Consultant

Education: Ongoing coursework toward degree in Architecture, City College of San Francisco; now enrolled in Architecture Program, CA College for the Arts, SF

ADA Experience: Ms. Hang has five years of experience working with SSA on Accessibility Projects for educational, medical, and civic facilities, including Sutter Health (Oakland), San Jose State University, Mt. San Antonio CCD, San Diego CCD, cities of Emeryville, Lincoln, Richmond and Santa Fe, Kern County and Presidio of Monterey

8B

Council Synopsis

July 10, 2012

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

Prepared by: Stephen Fremming, Assistant Engineer

Agendized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Motion: Approving Contract Change Order No. 5 in the amount of $6,572.87 (Fund 426) for City Project No. 0952, "Turlock Regional Transit Center," bringing the contract total to $1,676,346.82

2. DISCUSSION OF ISSUE:

On May 12, 2011, three (3) proposals were received for City Project No. 0952, "Turlock Regional Transit Center." George Reed of Modesto, California, was the lowest responsible bidder and a contract was awarded in the amount of $1,345,080.84.

Change Order History:

	Amount	City Council Meeting
Original Contract	$1,345,080.84	5/24/2011
Change Order No. 1	$ 17,669.96	9/27/2011
Change Order No. 2	$ 17,049.82	10/25/2011
Change Order No. 3	$ 278,168.76	1/10/2012
Change Order No. 4	$ 11,804.57	4/24/2012
Change Order No. 5	$ 6,572.87	7/10/2012
Adjusted Contract Total	$1,676,346.82	

Change Order No. 5 Items:

1. **$4,577.87.** Remove buried asphalt concrete and septic tank. As the contractor began trenching to install irrigation lines on the southeastern corner of the site, they encountered a septic tank and large slabs of asphalt concrete buried under about a foot of native soil.
2. **$1,995.00.** Remove diseased redwood. In the Fall of 2011, it was noted that one of the redwood trees in the median near the intersection of Golden State Boulevard and Fulkerth Rd./W. Hawkeye Ave. was not doing well. The landscaping subcontractor sent two arborists to the site to observe the status of the tree. The opinion of both arborists was that the tree likely has a vascular bacteria known as Verticillium Wilt. Though the cause is unknown, it is suspected that the construction may have impacted the health of the tree as

some roots had to be cut back to allow construction of the additional left turn lane from northbound Golden State Boulevard to westbound Fulkerth Rd. City staff considered treating the diseased tree. However, there is no guarantee that treatment would return the tree to a healthy state and the cost of treatment was relatively high when compared to the cost of removing the tree. City staff decided that it would be best to remove the tree to prevent the disease from spreading to other trees.

3. BASIS FOR RECOMMENDATION:

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

B) The extra work included with Change Order No. 5 is necessary to remove unforeseen buried facilities and to remove a diseased redwood tree.

Strategic Plan Initiative D. MUNICIPAL INFRASTRUCTURE

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

This project will meet the needs of City and County transit services to provide a transfer hub between bus routes.

4. FISCAL IMPACT / BUDGET AMENDMENT:

Funds are available in the current budget line item, 426-40-415.51260 "Transit Hub Const."

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

5. CITY MANAGER'S COMMENTS:

Recommend approval.

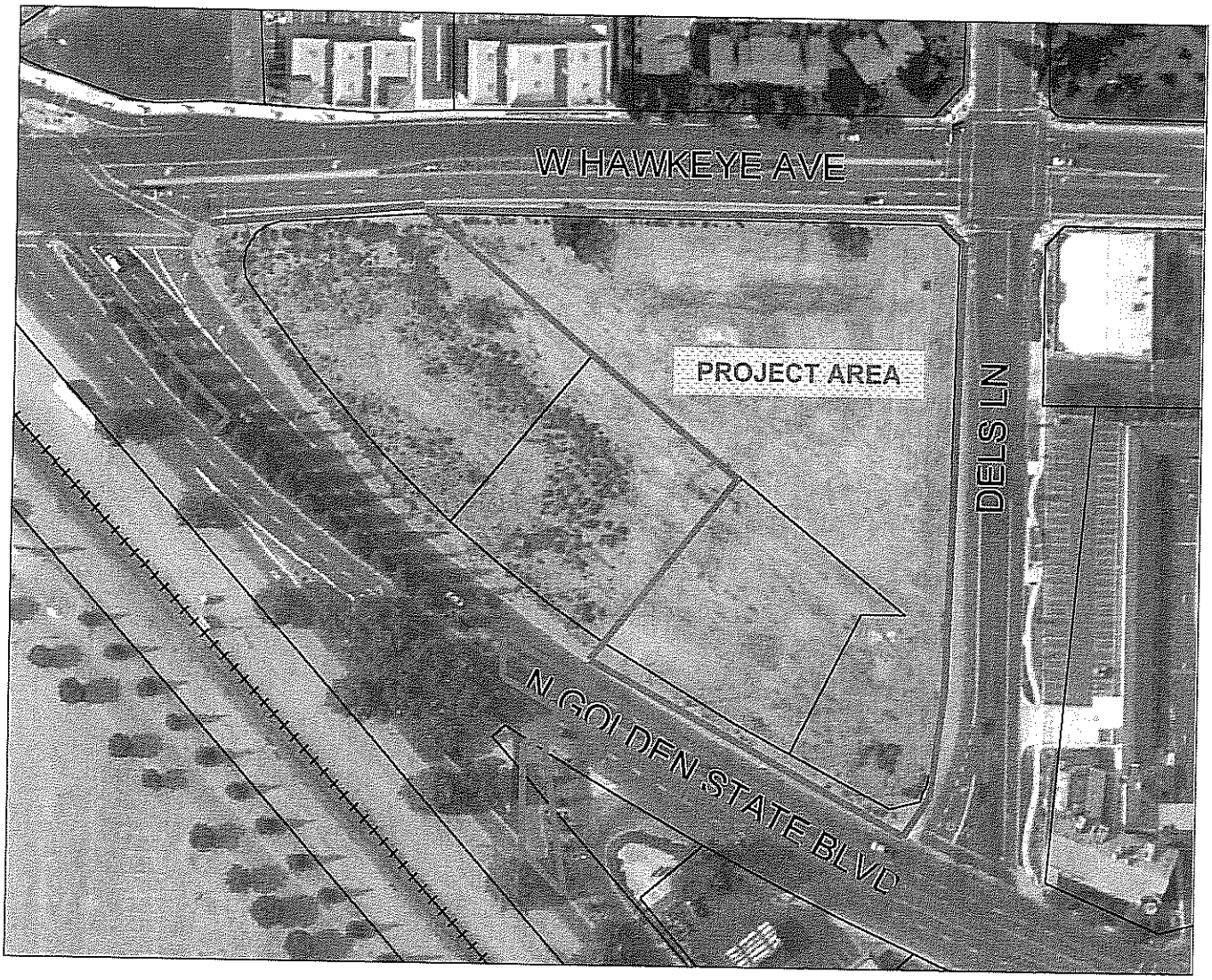
6. ENVIRONMENTAL DETERMINATION:

N/A

7. ALTERNATIVES:

A. Not approve Change Order No. 5. This option is not recommended by City Staff as the extra work items are necessary to remove unforeseen buried facilities and to remove a diseased redwood tree.

TURLOCK REGIONAL TRANSIT CENTER
CITY PROJECT NO. 0952



CONTRACT CHANGE ORDER AUTHORIZATION FORM

PROJECT INFORMATION

George Reed, Inc.
P.O. Box 4760
Modesto, CA 95352

Project Name:	Turlock Regional Transit Center
Project No.:	0952
Awarded on:	May 24, 2011
Original Contract Amount:	$1,345,080.84
Increase to contract:	$6,572.87
Increase percentage:	0.5%
Increase of previous CCOs:	$324,693.11
Cumulative percentage:	24.6%
New Contract Total:	$1,676,346.82

Change Order No. 5

Description of change order:
A) Remove buried asphalt concrete and septic tank $4,577.87. B) Remove diseased redwood tree in Golden State Blvd. median $1,995.

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

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

[ ] ***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

[X] ***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: 10-Jul-12
Project Name: Turlock Regional Transit Center

Change Order No.: 5

George Reed, Inc.
P.O. Box 4760
Modesto, CA 95352

Project No.: 0952
Contract For: $1,345,080.84
Contract Award Date: 24-May-11

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

ITEM		Unit:	Quantity:	Unit Price:	Total:
A.	Remove buried asphalt concrete and septic tank	LS	1	$4,577.87	$4,577.87
B.	Remove diseased redwood tree in Golden State Blvd. median	LS	1	$1,995.00	$1,995.00
			Total this CCO=		**$6,572.87**

The original contract sum =	**$1,345,080.84**
Net change by previous change orders =	**$324,693.11**
The contract sum will be (increased) by this Change Order =	**$6,572.87**
The new contract sum including this change order will be =	**$1,676,346.82**
The contract time will be increased by (5) working days.	

Accepted: _____ **Date:** _____
Contractor

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

Approved: _____ **Date:** _____
City Manager

8C

Council Synopsis

July 10, 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: Approving an agreement between the Turlock Police Department, the Modesto Police Department, and the Stanislaus County Sheriff's Department to share mutual Records Management System (RMS) data and information through the introduction of the COPLINK crime analysis and records management software

2. DISCUSSION OF ISSUE:

Staff recognizes the necessity of intercommunication between law enforcement agencies. Information access by police personnel is paramount in properly reporting, tracking, predicting and suppressing the criminal element in our community. Staff also recognizes the fact that the criminal element has become more mobile. Criminals, from outside of our City, are committing offenses in Turlock before returning back to their respective jurisdictions. Conversely, criminals from Turlock are traveling to neighboring jurisdictions to commit crimes before returning to their home bases in town.

The CopLink Solution Suite is an Internet based crime analysis and investigations solution. It is a tactical, flexible, line-level technology based solution that provides for knowledge based policing.

CopLink enhances information sharing within and between local, regional, tribal, state and federal law enforcement agencies in accordance with each agency's sharing priorities, policies and all applicable laws. CopLink is being utilized throughout California and is growing to locations out of State.

Law Enforcement agency information sharing and intercommunication has long been inhibited by in-house protocols and technological barriers. CopLink is set into a "node" structure, with varied areas controlling a single node. Law Enforcement agencies near that node subscribe to the mother agency that holds the node, through MOU agreements and with internal operational and structured protocols. Therefore, participating agencies have access to each other's Records Management Systems and Crime Forecasting capabilities.

Varied nodes support data warehousing, distribution and access, or a combination thereof, with authentication, security, privacy and auditing features. The varied nodes then share their information with their sponsor agencies, but also with other nodes.

In essence, the Turlock Police Department would be able to access other local area law enforcement agency data bases, and eventually statewide data bases, to pursue the investigations of crimes. The enhanced reach, accompanied by the increased security and auditing features, will ensure secure electronic multi-jurisdictional access and crime forecasting abilities, to better suppress crimes before they can occur.

As criminals become more mobile and willing to cross jurisdictional boundaries, so must law enforcement's efforts to track them. Access to the CopLink resource will provide low cost information sharing. The program also contains mapping and analysis components that would provide the officers the ability to button down into specific dates/times, commonalities, etc. for crime prevention and suppression. The introduction of the resource would help plug the current gap in the Department's standardized Crime Analysis functions.

A local Coplink node is already in existence. The Modesto Police and Stanislaus County Sheriff's Departments co-control a node. The Ceres Police Department is in the process of partnering with the two agencies, thereby increasing the capabilities of all three agencies. The CSU Stanislaus Police Department is also in the process of joining the node, thereby further increasing information access. The partnership would allow countywide information sharing, which would greatly increase our investigative capabilities.

Ceres Police Department moved forward with their implementation with the node, a process that cost the City of Ceres $48,409.50. The cost to include Turlock Police Department with the Ceres implementation was $58,409.50, or $10,000.00 more.

The addition of the Turlock Police Department to the partnership was so desirable that the City of Ceres already funded all costs associated with the Turlock Police Department's data conversion. The City of Ceres paid 100% of the costs of full access upload and download capabilities, hardware and software costs, Information Technologies (IT) concerns/costs (for both Turlock and Ceres IT), hardware and software, and all other initial setup costs. The conversion has already been completed and Turlock Police Department could be on line in a matter of weeks. There is no cost to the City of Turlock to enter into the initial agreement.

The only cost to the City of Turlock would be approximately one half of the annual maintenance fee of approximately $7,000.00, or approximately $3,500.00 per year. The cost would be encountered in the 2012-2013 FY Budget. Current funding sources should provide for the costs.

City of Turlock IT Staff has been involved throughout the Coplink inception process and confirms there should be no conversion or confliction issues with the technology.

3. BASIS FOR RECOMMENDATION:

Staff recognizes the rare opportunity the City of Ceres has provided. The City of Turlock would benefit from the shared resources and shared costs while reaping the benefit of the much enhanced crime prevention tools available with the project.

Staff is recommending the approval of the agreement based on the expected benefit to the Department and community.

Strategic Plan Initiative: C. POLICY INITIATIVE – PUBLIC SAFETY.

Goal(s): b. (iii) Pursue operational cost reduction strategies, to include, but not limited to:

b. Adoption of technology to reduce staffing levels

4. FISCAL IMPACT / BUDGET AMENDMENT:

Fiscal Impact
Approximately $3,500 annually – software and hardware maintenance.

5. CITY MANAGER'S COMMENTS:

Recommend Approval.

6. ENVIRONMENTAL DETERMINATION:

N/A.

7. ALTERNATIVES:

Decline the opportunity and decline to support the project.

AMENDMENT TO AGREEMENT BETWEEN LAW ENCORCEMENT NETWORKING SYSTEM (LENS) AND CITY OF TURLOCK

This Amendment to Law Enforcement Networking System (LENS) Data Interoperability Agreement is made between LENS, a consortium of member agencies that has developed and implemented a regional justice information sharing system and the CITY OF TURLOCK, a municipal corporation of the State of California entered into by the parties on the _____ day of _____, 2012.

This Amendment to Agreement for the Law Enforcement Networking System (LENS) Data Interoperability Agreement is made with regard to the following recitals:

WHEREAS, on December 14, 2011, the Law Enforcement Networking System was established to allow law enforcement and criminal justice agencies throughout Stanislaus County to share information and,

WHEREAS, the City of Turlock wishes to participate in the regional data sharing Law Enforcement Networking System consortium, and hereby agrees to abide by the terms and conditions of the original agreement.

NOW, THEREFORE, in consideration of this Amendment to Agreement, both Parties agree to the mutual promises, covenants, and stipulations contained in the Original Law Enforcement Networking System Agreement (Exhibit A), which shall remain in full force and effect.

OK for Agenda

LAW ENFORCEMENT NETWORKING SYSTEM (LENS)

By _____ _____
Adam Christianson Date
Stanislaus County Sheriff-Coroner

By _____ _____
Michael Harden Date
Modesto Police Chief

By _____ Attest: _____
Greg Nyhoff, City Manager Stephanie Lopez, City Clerk

Approved as to form:

By _____
Susana Alcala Wood, City Attorney

AGREED to this ___ day of _____, 2012:

City of Turlock

By_____ _____

Roy W. Wasden
City Manager

Date

Exhibit A

LENS - DATA INTEROPERABILITY AGREEMENT
BETWEEN

Modesto Police Department
AND
Stanislaus County Sheriff's Department

FOR SHARING LAW ENFORCEMENT INFORMATION

I. OVERVIEW

a. Background: The City of Modesto and Stanislaus County have partnered to develop and implement a regional justice information-sharing system to address data interoperability in Stanislaus County. The Law Enforcement Networking System (LENS) will allow law enforcement and criminal justice agencies throughout Stanislaus County to share information in their records systems ("Information").

The LENS seeks to protect the total community by efficiently and effectively providing accessible, accurate Information for the speedy investigation and apprehension of terrorists and other law violators. Information is shared through a COPLINK Solution Suite ("COPLINK").

The LENS members currently maintain information in various records and jail management systems in Stanislaus County. This information will be integrated into a COPLINK Solution. The LENS members, hereinafter the "Agency Parties," realizing the mutual benefits to be gained by sharing Information, seek to share the Information in the COPLINK solution.

The purpose of this agreement ("Agreement) is to outline conditions under which the Agency Parties will share and use Information, and to detail various indemnifications among the Agency Parties and LENS. (individually "Party, collectively "Parties").

An Agency may withdraw its participation in COPLINK at any time by providing 30 days written notice to the LENS that the Agency wishes to withdraw its participation. In the event that the Agency wishes its data withdrawn from the COPLINK repository as part of the termination of their participation, the withdrawing Agency is responsible for contacting the maintenance vendor (currently Knowledge Computing Corporation) and requesting the data removal. The withdrawing Agency shall be

responsible for the cost associated with the removal of its data from COPLINK.

II. AUTHORIZED RELEASE OF INFORMATION

a. Sharing of Information: Each Agency Party authorizes the release of identified Information residing in COPLINK to the other Agency Party as permitted by law. An Agency Party that does not want specific Information made available to the other Agency Party is responsible for ensuring that the Information is not included in the data transfer to the COPLINK system.

b. Limitation on Information Sharing: Information contributed by each Agency Party shall be shared with or released to only the other Agency Party. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in the COPLINK system.

c. Liability: Each Party is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs), ("Claims") of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Party, its officers, agents or employees.

d. Indemnification: Each Agency Party mutually agrees to indemnify, hold harmless, and defend Each Agency executing this Agreement. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the Agencies hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code.

To achieve the above-stated purpose, each Agency shall indemnify, hold harmless, and defend the other Agencies, their County or Cities, City

Councils, Party, Boards of Supervisor and other elected officials, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all Claims of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of COPLINK by that Agency and its employees. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Each Agency executing this agreement certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

Each Member Agency, at its sole cost and expense, shall either self-insure or carry insurance sufficient to cover its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder.

III. INFORMATION OWNERSHIP

a. Ownership: Each Agency Party retains control of all information it provides to COPLINK. Each Agency Party is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies, practices, and procedures. Each Agency Party shall use reasonable efforts to insure the completeness and accuracy of its source data.

b. Release of Information: Agency Parties and Authorized Users shall release or make available information accessed from COPLINK only to persons or entities authorized to receive COPLINK information. The Department of Justice "Right to Know Need To Know" rule will apply with the release of COPLINK information data sharing.

c. Unauthorized Requests: If an Agency Party receives a request for information in COPLINK by anyone who is not authorized to receive information from COPLINK, that Agency Party shall refer the request to the law enforcement agency that authored or originated the requested information ("Source Agency"). The Agency Party shall also notify the source agency who submitted the record to LENS and inquiry was made on the record.

d. Public Record Requests, Subpoenas and Court Orders: Any Agency Party receiving a public records request, subpoena, or court order

("Legal Request") for information in COPLINK not authored by or originated by that Agency Party shall respond to the Legal Request by written notification of the Source agency the request should be addressed to, and shall immediately provide a copy of the Legal Request to the Source Agency.

e. Security Requirements:
AGENCIES agree to enforce and maintain security requirements for COPLINK systems and networks as specified in the Technical Requirements Section of the Federal Bureau of Investigation's Criminal Justice Information Systems Security Policy. Exceptions to the above policy shall not be implemented by any AGENCY without the approval of the host agencies City of Modesto Police and Stanislaus County Sheriff.

AGENCIES further agree that the law enforcement information hosted in the COPLINK data repositories shall be used for law enforcement purposes only, and that only law enforcement agency employees that have been subject to background screening will be allowed access to the COPLINK system. Background screenings must be fingerprint-based including checks of both the state and national criminal history repositories. If a felony conviction of any kind is found, access to COPLINK shall not be granted.

IV. UNDERSTANDING ON ACCURACY OF INFORMATION

a. Accuracy of Information: Agency Parties agree that the data maintained in COPLINK consists of information assumed to be accurate. Each Agency Party will participate in several testing sessions, to validate and ensure that its information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Agency Party requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.

b. Timeliness of Information: Each Agency Party shall determine the frequency in which its data will be refreshed in COPLINK. In addition, each Agency Party has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data do not get updated in COPLINK on a real-time basis, Agency Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the

requesting Agency Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Agency Party's data.

c. Hold Harmless: To the extent permitted by law, each Agency Party agrees to hold the other Agency Party harmless for any information in COPLINK, or any action taken as a result of that data, regardless of whether the data is accurate or not, or any time delay associated with changes, additions, or deletions to the information contributed. This hold harmless provision shall not apply to the willful misconduct or gross negligence of Source Agencies.

V. USER ACCESS

a. Login Application Process: Each Agency Party's System Administrator is responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

The Node Administrator will be responsible for all Admin module privileges including global system auditing of queries.

b. Login Assignment: Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

c. Provision of Agreement: The Agency System Administrator must provide a copy of the terms and conditions of this Agreement to all Authorized Users when they are issued a login ID for the system. Each Authorized User shall sign an acknowledgement stating, "I have received a copy of the terms and conditions of usage of COPLINK. I agree to comply with the terms and conditions and I understand that violation of the terms and conditions may lead to disciplinary action and/or criminal

prosecution." The Agency System Administrator shall maintain the signed acknowledgements at all times. A list of authorized users will be provided to the primary source agency to grant access to COPLINK.

d. Intended Use: Each Authorized User agrees that COPLINK, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose.

e. Limitations on Use of Logins: An Authorized User shall not access COPLINK by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

f. Audit Trail: Each transaction on COPLINK is logged, and an audit trail is created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. COPLINK will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK, and retained to allow the System Administrator to complete the internal audit. Each System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting party within a reasonable amount of time. The Agency System Administrator for purposes of the audit trail will be the Records Manager of participating agencies.

g. Termination of Logins: Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency, failure to meet the requirements of this Agreement, or are denied access by the Agency System Administrator for any other reason.

VI. CONFIDENTIALITY OF INFORMATION

a. Information Confidentiality: Information in COPLINK is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK.

b. Internal Requests for Information: An Authorized User who receives a request from a non-authorized requestor for information in COPLINK

shall not release that information, but may refer the requestor to the Source Agency.

c. Removal or Editing of Records: Agency Parties shall determine a schedule for record deletion and other edits based on each Source Agencies retention policy.

VII. SYSTEM ACCESS

a. Network Access: Access to COPLINK will be provided by a private network maintained by the requesting agency and must be a secure DOJ approved network configuration. Agency parties will be responsible for providing all equipment necessary to comply with current DOJ standards.

b. System Availability: COPLINK shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

VIII. SYSTEM MAINTENANCE

a. Agency Maintenance Contribution:

Modesto Police Department and Stanislaus County Sheriff's Department will be responsible for the initial costs associated with licensing, hardware and software with Coplink. Other Agency Parties within Stanislaus County who join the LENS Coplink system will be responsible for licensing, hardware and software associated with their connection to LENS. A node replacement hardware fee per Agency Party may be established after the initial warranty period for hardware node replacement cost projected over the life expectancy of the hardware, physically located at Modesto Police Department, to establish a hardware replacement fund.

b. Invoice: Each Agency Party shall be sent an invoice indicating its contribution to the cost of maintaining the system. Said invoices shall be mailed to each Agency Party on or about the first day of July, commencing July 1, 2011, and each Agency Party shall make payment to the City of Modesto within thirty days of the mailing of the invoice.

IX. AGREEMENT TERMS

a. Term: This Agreement will commence on the date that it is executed by all Source Agencies. It will terminate only as allowed by Section IX.

b. Amendments: Any change in the terms of this Agreement, shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Agency Parties.

c. Supplemental Policies: An Agency Party may add individual guidelines for its own computers or networks providing the guidelines do not conflict with the provisions of this Agreement.

d. Sanctions for Non-Compliance: Any Agency Party that violates the guidelines of this Agreement may be disconnected from the COPLINK System. The offending Agency Party will be provided with a 60-day written notice of the violation, and the opportunity to correct the violation. Failure to meet the guidelines will result in the termination of System access for the offending Agency. In the event the Agency Party is terminated from this agreement all data provided by the Source Agency will be deleted from COPLINK.

e. Controlling Law and Venue: Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be adjudicated in a court of competent jurisdiction in the State of California, pursuant to and under the laws of the State of California.

f. Severability: If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

g. Precedence of Documents. To the extent that the terms of the Memorandum of Understanding among the members of the LENS. Agencies conflict with the terms of this Agreement, the terms of this Agreement shall govern the rights and obligations of the parties hereto.

X. TERMINATION

Either Agency Party to this Agreement may terminate this Agreement or any part hereof upon giving the other Agency Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. .

XI. SIGN-OFF ON EXECUTION OF AGREEMENT

By executing this agreement, each Party acknowledges that it has received a copy of this agreement, and will comply with its terms and conditions. The person executing this Agreement certifies that the person is authorized by its Party to execute this Agreement and legally bind its Party to the terms herein. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

"THE CITY"
THE CITY OF MODESTO

By _____
Greg Nyhoff, City Manager

Attest: _____
Stephanie Lopez, City Clerk

Approved as to form:

By _____
Susana Alcala Wood, City Attorney

"THE COUNTY"
THE COUNTY OF STANISLAUS

By _____
Richard W. Robinson, Chief Executive Officer

Attest: _____
Clerk of the Board
Christine Ferraro

Approved as to form:

_____
John P. Doering, County Counsel

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE TURLOCK POLICE DEPARTMENT, THE MODESTO POLICE DEPARTMENT, AND THE STANISLAUS COUNTY SHERIFF'S DEPARTMENT TO SHARE MUTUAL RECORDS MANAGEMENT SYSTEM (RMS) DATA AND INFORMATION THROUGH THE INTRODUCTION OF THE COPLINK CRIME ALALYSIS AND RECORDS MANAGEMENT SOFTWARE	}	**RESOLUTION NO. 2012-**

WHEREAS, the Modesto Police and Stanislaus County Sheriff's Departments co-control the local Coplink node; and

WHEREAS, the City of Ceres already paid the full $10,000 conversion and implementation costs associated with Coplink to have the Turlock Police Department's Records Management System data converted and downloaded into the Coplink system; and

WHEREAS, the Turlock Police Department would significantly benefit from the information sharing experienced between the police agencies in our County and abroad, that the Coplink system would provide; and

WHEREAS, entering into a Memorandum of Understanding with the Modesto Police Department and Stanislaus County Sheriff's Departments for the facilitation of Coplink would continue with the City's and Department's efforts to better share and utilize resources; and

WHEREAS, the Turlock Police Department has the expectation and responsibility of providing the community with quality investigative services through fiscally responsible means; and

WHEREAS, the Turlock Police Department has identified Coplink to be a valuable technological resource that will enable fewer staff hours to better facilitate the quality investigative services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby approve an agreement between the Turlock Police Department, the Modesto Police Department, and the Stanislaus County Sheriff's Department to share mutual Records Management System (RMS) data and information through the introduction of the Coplink Crime Analysis and Records Management Software.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of July, 2012, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

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

8D

Council Synopsis

July 10, 2012

From: Tim Lohman, Fire Chief

Prepared by: Tim Lohman, Fire Chief

Agenized by: Roy W. Wasden, City Manager

1. ACTION RECOMMENDED:

Resolution: Ratifying the action taken by the City Manager on behalf of the Turlock Fire Department, in applying for the "Assistance to Firefighters Grant" for the purchase of a new fire engine to replace Engine 31

2. DISCUSSION OF ISSUE:

The Assistance to Firefighters Grant (AFG) is a federal grant administered through the Federal Emergency Management Agency. For federal fiscal year 2011-12, $285 million dollars has been allocated to support Fire and EMS operations and safety grants, firefighting and emergency vehicle grants, and fire prevention and safety grants. If the local government is awarded a grant, there is a required 20% match in funds. The grant awards are based on population. Based on our population, our City is eligible for up to $1,000,000.

The application process for this fiscal year closed on July 6, 2012, requiring the application prior to the July 10, 2012 Council meeting; thus the need to ratify the application that has been submitted.

3. BASIS FOR RECOMMENDATION:

A) City of Turlock policy requires City Council approve for grant applications

Strategic Plan Initiative: C) PUBLIC SAFETY:

Goal(s): 1(a) Fire Department

(iv) Continue looking for ways to enhance our funding from either local/state/federal government, property related revenue generators and grant opportunities.

4. BASIS FOR RECOMMENDATION:

Engine 31 is a 1999 Pierce with about 91,000 miles and just over 11,300 hours on the motor. The life span of our engines is about 15 years. When we are able to replace this engine, it will go into a first line reserve status and be used in that capacity for a few more years. This will allow us to move Engine 22, a 1993 Hi-Tech, into second reserve and retire out a 1988 Pierce Engine. As our engines get older, repair costs rise along with days that the engine is out of service, due to those repairs. The box below shows this information for Engine 31 and Engine 22 over the past 3 years.

Engine	Year	Repair Costs	Shifts Out of Service
31	2009	$ 9,930.23	17
31	2010	$22,013.54	42
31	2011	$25,967.13	45
22	2009	$14,028.21	23.5
22	2010	$56,910.08	52
22	2011	$ 3,497.02	4

5. FISCAL IMPACT / BUDGET AMENDMENT:

There is no cost to apply for the Assistance to Firefighters Grant other than our staff time to complete the application.

The cost of a new fire engine, fully equipped, is approximately $550,000.00.

If the local government is awarded a grant there is a required 20% match in funds. The maximum possible award amount for FY12-13 is $500,000.00. The 20% match would be up to $100,000.00

Staff has identified and appropriately funded Fund 506 (Vehicle Replacement) in anticipation of the need to replace Engine 31. Up to $150,000.00 from Fund 506 would be allocated for the 20% grant match ($100,000.00) and the difference between the estimated cost of the engine and the maximum grant amount ($50,000.00).

6. CITY MANAGER'S COMMENTS:

Recommend approval.

7. ENVIRONMENTAL DETERMINATION:

None

8. ALTERNATIVES:

The City Council could choose not to apply for the grant but in time the City would need to identify a funding source to replace Engine 31.

BEFORE THE CITY COUNCIL OF THE CITY OF TURLOCK

IN THE MATTER OF RATIFYING THE ACTION TAKEN BY THE CITY MANAGER ON BEHALF OF THE TURLOCK FIRE DEPARTMENT, TO APPLY FOR THE "ASSISTANCE TO FIREFIGHTERS GRANT" FOR THE PURCHASE OF A NEW FIRE ENGINE TO REPLACE ENGINE 31	}	**RESOLUTION NO. 2012-**

WHEREAS, the Assistance to Firefighters grant has an open application period that ends on July 6, 2012; and

WHEREAS, the Assistance to Firefighters Grant has allocated funding for fire apparatus; and

WHEREAS, the Turlock Fire Department will soon need to replace a frontline fire engine; and

WHEREAS, if the Turlock Fire Department is awarded the Assistance to Firefighters Grant it will require 20% matching funds. The maximum possible award amount is $500,000.00. The 20% match would be $100,000.00.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Turlock does hereby ratify the action taken by the City Manager on behalf of the Turlock Fire Department, in applying for the "Assistance to Firefighters Grant" for the purchase of a new fire engine to replace Engine 31.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Turlock this 10th day of July, 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